

**PROFESSIONAL AGREEMENT**

between

**OREGON NURSES ASSOCIATION and  
OREGON FEDERATION OF NURSES  
AND HEALTH PROFESSIONALS,  
LOCAL 5017, AMERICAN FEDERATION  
OF TEACHERS**

and

**PROVIDENCE MILWAUKIE HOSPITAL**

**October 15, 2017– May 31, 2019**



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1 This Agreement is by and between Providence Milwaukie Hospital ("the Hospital") and  
2 Oregon Nurses Association and Oregon Federation of Nurses and Health  
3 Professionals, Local 5017, American Federation of Teachers ("the Union"). The  
4 Hospital and the Union agree as follows:

5  
6 **ARTICLE 1 — RECOGNITION**

7 The Hospital recognizes the Union as a collective bargaining representative with  
8 respect to rates of pay, hours of work, and other conditions of employment for the  
9 bargaining unit certified by the National Labor Relations Board, Case No. 36-RC-6104,  
10 as follows: full-time and part-time registered nurses, including charge nurses, and all  
11 per diem registered nurses employed by the Hospital at 10150 S.E. 32nd Avenue,  
12 Milwaukie, Oregon, but excluding enterostomal therapists, infection control practitioners,  
13 quality management coordinators, employee health nurses, foot clinic nurses, RNAs,  
14 guards, administrative and supervisory personnel, and all other employees.

15  
16 **ARTICLE 2 — DEFINITIONS**

17 **A. Nurse** – a Registered Nurse currently licensed to practice professional nursing in  
18 Oregon.

19  
20 **B. Staff Nurse** – A Registered Nurse who is responsible for the direct or indirect  
21 total care of patients.

22  
23 **C. Full-Time Nurse** – A Staff Nurse who is regularly scheduled to work 72 or more  
24 hours per two-week pay period on a non-temporary basis.

25  
26 **D. Part-Time Nurse** – A Staff Nurse who is regularly scheduled to consistently work  
27 between 48 and 71 hours per two-week pay period.

28  
29 **E. Regular Nurse** – A Full-Time Nurse or a Part-Time Nurse who has completed  
30 the Introductory Period.

31  
32 **F. Charge Nurse** – A Staff Nurse who also assists with and coordinates clinical  
33 activities, as assigned by the Hospital.

1 **G. Per Diem Nurse** – A Staff Nurse whose job status is "on-call," which means that  
2 the nurse is assigned by the Hospital to work on an intermittent or unpredictable basis.

3  
4 **H. Temporary Nurse** – A Staff Nurse who is employed for a specified period of time  
5 not to exceed six (6) months, or who is employed to fill positions because of any  
6 combination of leaves of absence, vacations, holidays, and sick leave for a period of  
7 time not to exceed six (6) months.

8  
9 **I. Benefit-Eligible Nurse** – A Full-Time or Part-Time Nurse.

10  
11 **J. Preceptor Nurse** – A Nurse requested by his or her nurse manager to attend the  
12 preceptor training program and coach nurses in the clinical setting. "Coaching" involves  
13 assisting the nurse in the learning/development plan, and, in conjunction with the nurse  
14 manager and/or designee, evaluating the nurse's progress during the plan and  
15 providing direct guidance and feedback to the preceptee and manager/designee.

16  
17 **K. Introductory Nurse** – A full-time or part-time Registered Nurse who has been  
18 employed by the Hospital less than one hundred eighty (180) calendar days.

19  
20 **L. Workweek** – A seven-day period beginning at 12:01 a.m. Sunday.

21  
22  
23 **ARTICLE 3 — NON-DISCRIMINATION**

24 **A.** The Hospital and Union will comply with applicable laws prohibiting discrimination  
25 in employment matters because of race, color, national origin, religious belief, sex, age,  
26 marital status, veteran status, mental or physical disability; lawful activities relating to  
27 Union matters that do not interfere with normal Hospital routine, the nurse's duties, or  
28 the duties of other Hospital employees; or any other legally protected status, including  
29 applicable laws regarding harassment. This section is intended to include sexual  
30 orientation in accordance with any applicable law regarding that status.

31  
32 **B.** Nurses are encouraged to utilize the Hospital's internal complaint reporting  
33 processes.

1 **ARTICLE 4 — MANAGEMENT RIGHTS**

2 **A.** The Union recognizes the Hospital's right to operate and manage the Hospital  
3 and that the Hospital has the obligation to provide medical and treatment services and  
4 related health care within the community.

5  
6 **B.** Except as particular matters are specifically limited by this Agreement, the  
7 Hospital has the exclusive right to operate and manage the Hospital, and the Hospital  
8 retains all rights, powers, and authority inherent in the management function.

9  
10 **C.** The only limits on the Hospital's right to operate and manage the Hospital are  
11 those specifically expressed in this Agreement. If not expressly and specifically limited  
12 by this Agreement, all rights are subject to the Hospital's exclusive control.

13  
14 **D.** The Hospital has the right to establish, change, modify, interpret, or discontinue  
15 its policies, procedures, and regulations.

16  
17 **ARTICLE 5 — HOURS OF WORK**

18 **A.** The Hospital will make every reasonable effort to keep nurses working a regular  
19 eight (8), nine (9), ten (10), or twelve (12) hour shift. Exceptions may be made for  
20 operational and/or patient care reasons. In such cases, the manager will work with the  
21 nurse to minimize disruption to the nurse's schedule.

22  
23 **B. Meal and Rest Periods.**

24 During each nurse's workday, the nurse shall receive the following:

25 1. One fifteen (15) minute rest period without loss of pay during each  
26 four (4) consecutive hours of work which, insofar as practicable, shall be near the  
27 middle of such work duration. For nurses in Surgery who work ten-hour shifts,  
28 this break shall be twenty (20) minutes.

29  
30 2. An uninterrupted meal period of one-half (1/2) hour on the nurse's  
31 own time, subject to paragraph 3 below.

32  
33 3. The Hospital acknowledges the importance of breaks and meal  
34 periods to the nurses. The Union recognizes that emergent patient care needs

1 will occasionally preclude the ability of the Hospital to schedule or provide rest  
2 and meal periods as described above. The parties therefore agree to the  
3 following:

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

7  
8 b. Each unit has the flexibility to develop a process for  
9 scheduling nurses for the total amount of rest and meal periods set forth  
10 in this section, subject to the following:

11 (1) The process must have the agreement of the unit  
12 manager.

13  
14 (2) The preferred approach is to relieve nurses for two  
15 15-minute rest periods and one 30-minute meal period within an 8-  
16 hour shift. On a unit-by-unit basis, a unit manager or designee may,  
17 upon the nurse's request, permit nurses to combine one rest period  
18 with a meal period.

19  
20 (3) If a nurse believes that he or she is unable to take the  
21 breaks or meal periods described above, the nurse should inform  
22 his or her supervisor as soon as possible. If the supervisor is not  
23 available, the nurse will notify the charge nurse. The nurse's  
24 immediate supervisor will make reasonable efforts to provide the  
25 nurse with such break(s) or meal period.

26  
27 (4) If patient care needs require the nurse to remain at  
28 the nurse's duty station during such meal period, the nurse will be  
29 paid for such time (provided that the nurse informs his or her  
30 supervisor or charge nurse as outlined in subparagraph iii above),  
31 and the nurse will be offered an unpaid meal period as soon as  
32 patient care needs allow.

33  
34 c. For nurses not working a standard 8-hour shift, the preferred



1 approach is to relieve nurses for two 20-minute rest periods and one 30-  
2 minute meal period within a 10-hour shift in Surgery, and three 15-minute  
3 rest periods and one 30-minute meal period within a 12-hour shift.

4  
5 4. Incidents of missed breaks or meals may be documented by the  
6 nurse and forwarded to the Task Force for discussion.

7  
8 5. Consistent with ORS 653.077, nursing mothers may take one thirty  
9 (30) minute unpaid rest period during each four (4) hour work period for the  
10 purpose of the expression of breast milk.

11 6. The Hospital will make every reasonable effort to provide  
12 appropriate relief so that breaks may be taken. Appropriate relief for breaks will  
13 be detailed in each unit's staffing plan no later than December 31, 2018.

14  
15 7. Nothing in this Article shall relieve the Hospital of its duty to provide  
16 breaks and meals as required under state law nor shall anything be construed to  
17 limit a nurse's potential remedies.

18  
19 **C. Overtime Compensation.**

20 Overtime compensation will be paid at one and one-half (1-1/2) times the nurse's  
21 average regular straight-time hourly rate of pay plus all differentials earned, consistent  
22 with applicable wage and hour law as of the date of ratification of this agreement, for all  
23 hours worked either (1) in excess of forty (40) hours in each workweek (thirty-six (36)  
24 hours for nurses regularly scheduled to work 12-hour shifts); or (2) in excess of eight (8)  
25 hours in each day or 80 hours in a work period of fourteen (14) consecutive days, if  
26 pursuant to an agreement or understanding in writing between the nurse and the  
27 Hospital.

28 1. Overtime compensation will also be payable for all hours worked in  
29 a shift in excess of the nurse's regularly scheduled shift duration. If the nurse  
30 has more than one regularly scheduled shift duration, the applicable shift  
31 duration for determining eligibility for overtime compensation under this section  
32 will be the duration specified for the shift to be worked.

33 a. When the applicable shift duration for determining eligibility  
34 for premium pay is less than 8 hours, excluding meal periods, overtime

1 compensation will be paid only for hours worked in excess of 8 in the shift.

2  
3 2. There will be no pyramiding of one and one-half and/or higher  
4 premiums, with the sole exception that hours worked on a recognized holiday at  
5 a premium rate of pay will be counted in the calculation of weekly or biweekly  
6 overtime.

7  
8 **D. Assignment of Overtime.**

9 1. The Hospital will comply with the provisions of ORS 441.166  
10 (Hospital Nursing Services – Need for Replacement Staff) regarding assignment  
11 of overtime.

12  
13 2. When there are multiple nurses who want to work overtime, the  
14 Hospital will continue its current practice of distributing overtime, which generally  
15 attempts to allocate work evenly among nurses who want to work such overtime.

16  
17 **E. Training Opportunities.**

18 The compensation provisions of Section 9.B and Section 17.B.4 of this Agreement shall  
19 not apply to a nurse who reports to work to receive the benefit of or fulfill a training  
20 opportunity. This provision shall not apply to any training which is mandatory or  
21 required for the nurse to maintain his/her current position.

22  
23 **F. Mandatory Education.**

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

33  
34 Nurses who report for mandatory education or staff meetings at the request of the

1 Hospital outside of their regularly scheduled shift will be paid a minimum of one (1) hour  
2 of pay regardless of the length of the education program or staff meeting.

3 All travel time incurred in conjunction with mandatory education not offered at the  
4 Hospital campus will be paid in accordance with state and federal law and mileage  
5 reimbursed in accordance with Hospital policy. It is the responsibility of the nurse to  
6 record and timely report such time in accordance with Hospital policy.

7

8 When mandatory training is eight (8) hours or more, nurses will be paid for their full  
9 regular shift length. If training occurs on-site and is less than the nurse's regularly  
10 scheduled shift in duration, the nurse and the manager will work together to ensure that  
11 all mandatory training requirements are met.

12

13 If the required education or training is less than eight (8) hours and is in lieu of a  
14 regularly scheduled shift, then the nurse's manager may ask the nurse to return to work  
15 to complete their shift on-campus. Examples of such training include ACLS, BLS, PALS,  
16 PMAB, and HRO training, if such training is required within the nurse's job role.

17 a. The nurse and nurse manager should work together to determine  
18 the plan for the rest of their regularly scheduled shift.

19 b. A nurse may take off the remaining hours of their shift, with  
20 manager or designee approval.

21 c. If both the nurse and their manager are in agreement, the nurse  
22 may pre-arrange to come in to work on a separate day from the day they  
23 completed the training to make up any missed hours.

24

25 If the training is less than 4 (four) hours, the nurse should work with their manager to  
26 minimize overtime usage whenever possible.

27

28 **F.** A nurse may present a plan to the Task Force that outlines a plan to introduce a  
29 mix of shift lengths in a department if the shift length changes are voluntary, does not  
30 create additional overtime, does not impede patient care continuity, addresses a plan to  
31 cover unplanned and planned absences, and does not create burdensome work for the  
32 charge nurse. Such a plan will only be implemented with the agreement of the Task  
33 Force.

1 **ARTICLE 6 — WORK SCHEDULES**

2 **A. Length of Schedules.**

3 Work schedules will be prepared either for each calendar month, which will be posted  
4 two (2) weeks before the beginning of the month, or for two (2) consecutive pay periods,  
5 which will be posted two (2) weeks before the beginning of the first of such pay periods.  
6 Once the schedule is posted, changes may be made only with the mutual agreement of  
7 the affected nurse and the Hospital.

8  
9 **B. Weekend Work.**

10 The Hospital will continue its current policy of scheduling every other weekend off for  
11 Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more  
12 frequent weekends. If the Hospital determines based on operational and patient care  
13 needs (provided that such discretion is not exercised arbitrarily) that weekend work can  
14 be less frequent than every other weekend, such schedules are permitted by this  
15 Agreement. Extra weekend shifts off will be rotated fairly, consistent with patient care  
16 needs (including appropriate skill mix and staffing levels).

17  
18 **C. Setting of Schedules.**

19 The Hospital has the right to set schedules based on patient needs. The Hospital,  
20 however, will seek input from, and attempt to accommodate, all nurses in a given  
21 department in creation of the schedule. The Hospital will also seek to accommodate,  
22 consistent with operational needs, nurses' desires for regularity in their scheduling  
23 patterns. If the nurses on a unit present a proposal to create a pattern schedule,  
24 supported by the majority of nurses on a unit, management will approve or deny the  
25 proposal based upon articulated patient care or operational needs. To receive  
26 approval, any pattern schedule must meet core staffing needs without incurring  
27 additional overtime or extra shift premium. When there are significant changes to the  
28 schedule, the Hospital will discuss the proposed change(s) with the affected nurse(s)  
29 and will provide at least thirty (30) days' notice of significant changes.

30 In the event of holidays, leaves of absence, or other reasonable operational needs,  
31 temporary changes may be made prior to the schedule posting and subject to the  
32 limitations in Section A of this Article.

1 **D. Scheduling Priority.**

2 Prior to posting of the schedule, the Hospital will make every effort to schedule  
3 bargaining unit nurses, including per diem nurses, prior to temporary, agency or traveler  
4 nurses.

5  
6 **E. Consecutive 12-Hour Shifts.**

7 The Hospital will not schedule nurses for more than three (3) consecutive 12-hour shifts  
8 without the nurse's consent. Nurses may self-schedule for more than three (3)  
9 consecutive 12-hour shifts; however, the nurse must obtain manager approval if the  
10 nurse seeks to self-schedule more than four (4) consecutive 12-hour shifts. If a nurse is  
11 unable to self-schedule their full FTE without incurring more than three (3) consecutive  
12 12-hour shifts, that nurse may talk to their manager or supervisor about identifying  
13 schedule alternatives.

14  
15 Exceptions to this section may be made to accommodate holiday schedules. The  
16 restrictions on 12-hour shifts do not apply to pre-existing pattern schedules on any given  
17 unit.

18  
19 **ARTICLE 7 — COMPENSATION**

20 **A. Wage Scale.**

21 Effective the first full pay period including the dates set forth below, regular full-time and  
22 part-time nurses will be paid as follows:

23  
24 Wage Increases:

25 Effective January 1, 2018: 2.25% across the board

26 Effective January 1, 2019: 2.0% across the board

<b>Step</b>	<b>Current</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Start	36.33	\$ 37.15	\$ 37.89
1	38.31	\$ 39.17	\$ 39.95
2	39.56	\$ 40.45	\$ 41.26
3	40.83	\$ 41.75	\$ 42.59
4	42.54	\$ 43.50	\$ 44.37
5	44.90	\$ 45.91	\$ 46.83
6	45.34	\$ 46.36	\$ 47.29
7	45.78	\$ 46.81	\$ 47.75
8	46.02	\$ 47.06	\$ 48.00
9	46.25	\$ 47.29	\$ 48.24
10	46.69	\$ 47.74	\$ 48.69
11	47.24	\$ 48.30	\$ 49.27
12	47.80	\$ 48.88	\$ 49.86
13	48.15	\$ 49.23	\$ 50.21
14	48.50	\$ 49.59	\$ 50.58
15	48.89	\$ 49.99	\$ 50.99
16	49.37	\$ 50.48	\$ 51.49
17	49.86	\$ 50.98	\$ 52.00
18	50.36	\$ 51.49	\$ 52.52
19	50.85	\$ 51.99	\$ 53.03
20	51.34	\$ 52.50	\$ 53.55
21	51.95	\$ 53.12	\$ 54.18
23	52.43	\$ 53.61	\$ 54.68
25	52.99	\$ 54.18	\$ 55.26

<b>Years of Experience at Each Step</b>	
Start	Up to 1 year of experience
Step 1	At least 1 year but less than 2 years
Step 2	At least 2 years but less than 3 years
Step 3	At least 3 years but less than 4 years
Step 4	At least 4 years but less than 5 years

Years of Experience at Each Step	
Step 5	At least 5 years but less than 6 years
Step 6	At least 6 years but less than 7 years
Step 7	At least 7 years but less than 8 years
Step 8	At least 8 years but less than 9 years
Step 9	At least 9 years but less than 10 years
Step 10	At least 10 years but less than 11 years
Step 11	At least 11 years but less than 12 years
Step 12	At least 12 years but less than 13 years
Step 13	At least 13 years but less than 14 years
Step 14	At least 14 years but less than 15 years
Step 15	At least 15 years but less than 16 years
Step 16	At least 16 years but less than 17 years
Step 17	At least 17 years but less than 18 years
Step 18	At least 18 years but less than 19 years
Step 19	At least 19 years but less than 20 years
Step 20	At least 20 years but less than 21 years
Step 21	At least 21 years but less than 23 years
Step 23	At least 23 years but less than 25 years
Step 25	At least 25 years

1 If this contract is ratified no later than October 16, 2017, the Hospital will pay each nurse  
2 employed as of that date a one-time ratification bonus equal to 0.5% of the nurse's total  
3 earnings in the previous 12 months.

4

5 **B. Progression Requirements.**

6 1. Nurses will progress to the next step on the scale on the nurse's  
7 anniversary date, provided that on such date the nurse has completed at least the years  
8 of experience that correspond to the next step.

9

10 **C. Experience.**

11 A newly hired full-time and part-time nurse with related experience as a nurse in a  
12 position that correlates to the type of work expected in the position for which he or she  
13 is hired will be placed on the pay scale in paragraph A above in accordance with such

1 experience, provided, however, that the nurse will then be deemed to have the  
2 minimum number of years of experience correlating to such step. A year of related  
3 experience under this section is 1,872 hours of work. Notwithstanding the prior  
4 sentence, the Hospital may, in its discretion, equitably applied, credit a newly hired  
5 nurse with a year of related experience if the nurse worked less than 1,872 hours in that  
6 year. The Hospital may also, in its discretion, place a newly hired experienced nurse at  
7 one step higher than the step to which the nurse's years of experience would correlate,  
8 provided, however, that the nurse must remain on such step until he or she has the  
9 actual years of experience that correlate to the next step.

10  
11 **D. Per Diem Nurses.**

12 1. Per Diem nurses will be paid, in addition to the base rate of pay for regular  
13 nurses listed in Section 7.A, a differential in lieu of benefits (including benefits conferred  
14 in Articles 11, 14 and 15) in the amount of \$3.75 per hour. Nurses whose hourly wage  
15 in effect immediately prior to said payroll period is higher than their combined base  
16 wage rate and per diem differential under this section, will continue to receive said  
17 higher rate until their combined base wage rate and per diem differential exceeds said  
18 rate.

19  
20 2. To be considered a Per Diem nurse, the Per Diem nurse must comply with  
21 the Hospital's Nursing Policy for On-Call.

22  
23 3. A Per Diem nurse who regularly works an average of twenty-four (24) or  
24 more hours per week in one unit for at least six (6) consecutive months may request  
25 reclassification to part-time or full-time status consistent with such hours worked,  
26 unless such Per Diem nurse is filling positions because of any combination of leaves of  
27 absence, and sick leave for a period of time not to exceed six (6) months.

28  
29 **E. Payroll Errors.**

30 Time records will continue to be made available in each unit to allow nurses to promptly  
31 research payroll errors and to promptly notify Human Resources and/or the payroll  
32 department of any errors. If the Hospital causes an error to an employee paycheck, an  
33 explanation will be provided to the employee within five (5) business days. For errors  
34 that are five percent (5%) or more of the nurse's gross wages due on the regular



1 payday, the nurse may request a special correction check through Human Resources.  
2 A correction check will be processed by the end of the third business day after  
3 notification, excluding weekends and holidays, as long as the error can be validated.  
4 Other corrections, once validated, will be included on the next regular payroll check.  
5 The expedited processing of payroll corrections of less than five percent of the nurse's  
6 gross wages shall be considered by Human Resources on a case-by-case basis.  
7 The Hospital will post a legend for employee paychecks on the Hospital website.

8

9

## ARTICLE 8 — DIFFERENTIALS

### 10 A. Certification Differential.

11 1. Nurses may apply to the Hospital and will be paid a certification differential  
12 of \$2.30 per hour as of the first pay period that includes the application date, if the nurse  
13 has a current national specialty certification listed on Appendix A that is relevant to the  
14 department where the nurse works the majority of his or her hours. If a nurse moves to  
15 a different department for any reason, the nurse will continue to receive the same  
16 certification pay differential unless and until the certification expires, at which time the  
17 nurse's certification pay will be re-evaluated based on the certifications within the new  
18 department.

19

20 2. Eligibility for the certification differential will cease beginning with the first  
21 full pay period following the expiration date of the certification, unless the nurse submits  
22 proof to the Hospital of certification renewal before that date. If the proof is submitted to  
23 the Hospital after that date, the certification differential will be resumed beginning with  
24 the first full pay period following the submission.

25

26 3. Nurses with multiple recognized certifications will receive certification  
27 differential for only one at a time.

28

### 29 B. Shift Differentials.

30 A nurse will be paid shift differentials when the majority of a nurse's hours worked fall  
31 within the applicable shift.

32 1. The shifts are defined as follows:

Majority of the nurse's hours are between	Shift
7 a.m. and 3 p.m.	Day

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

1 When the nurse's hours on a particular shift are evenly split, the nurse will  
2 receive the higher differential.

3

4 2. Evening Shift Differential: Nurses will be paid an evening shift differential  
5 of \$2.45 per hour.

6

7 3. Night Shift Differential: Nurses will be paid a night shift differential of  
8 \$5.80 per hour.

9

10 4. Nurses who agree to adjust their scheduled work hours to accommodate  
11 the needs of the Hospital will receive the higher of (a) the shift differential applicable to  
12 the originally scheduled shift; or (b) the shift differential applicable to the adjusted shift  
13 hours.

14

15 **C. Charge Nurse Differential.**

16 Charge nurses will be paid a differential of \$2.75 per hour for hours spent working in a  
17 charge nurse capacity.

18

19 **D. Preceptor Differential.**

20 The Hospital will pay a qualified preceptor nurse a differential of \$2.00 per hour worked  
21 as a preceptor to perform coaching (1) of a newly hired nurse (including a re-entry  
22 nurse) during that nurse's orientation period, (2) of a nurse in a Hospital residency  
23 program, or (3) of a student nurse who is part of a program specifically designed without  
24 a faculty member from the program present in the Hospital. The Hospital shall further  
25 have the discretion to assign preceptor duties to a qualified preceptor at the above-  
26 described rate in other circumstances it deems appropriate. This differential will not be  
27 paid for any unworked hours or for any hours when the nurse is not working as a  
28 preceptor.

29

30 **E. Inclusion in Regular Rate of Pay.**

31 All differentials described in the CBA will be included in each nurse's regular rate of pay,

1 as applicable, for purposes of calculating overtime under the Fair Labor Standards Act.

2

3 **F. Weekend Bonus.**

4 Beginning October 15, 2017, FT, PT and Per Diem nurses will receive an annual lump  
5 sum bonus based on the total number of weekend hours actually worked annually  
6 (including hours called in from standby).

7 Bonuses will be paid during the last pay period of each November, starting in 2018. For  
8 purposes of this bonus, “annual” refers to the second pay period in October to the  
9 second pay period the following October.

10

11 A weekend shift is defined as a shift whose scheduled beginning time is within a 48-  
12 hour period commencing at or after 7:00 p.m. Friday.

13

14 Nurses must work the entire 12-month period to be eligible for the bonus.

15

<b>Bonus Tier</b>	<b>Weekend hours worked on annual basis</b>	<b>Bonus Amount</b>
100%	600+ weekend hours	\$800
75%	450-599 weekend hours	\$600
50%	300-449 weekend hours	\$400
25% (for Surgical Services only)	150-299 weekend hours	\$200

16

**ARTICLE 9 — STANDBY COMPENSATION**

17 The following standby compensation policies shall apply to nurses regularly employed  
18 full time and part time (except as set forth in Appendix B):

19

20 **A. Standby Pay.**

21 Nurses scheduled for or placed on standby shall be paid the sum of \$ 4.50 for each  
22 hour of scheduled or non-scheduled standby.

23

24 **B. Call-Backs.**

25 Time actually worked on a call-back while on scheduled standby shall be paid for at one  
26 and one-half (1-1/2) times (two (2) times on a holiday) the nurse’s regular straight-time

1 hourly rate of pay for a minimum of three (3) hours. Such premium rate will apply only  
2 where (1) the nurse has first clocked out and then received a call from the nurse's unit  
3 manager or designee asking the nurse to return to work or (2) where the nurse  
4 continues his or her scheduled shift for 60 minutes or more. If the nurse continues his or  
5 her scheduled shift for 59 minutes or less, the nurse will receive one hour of the  
6 premium rate.

7

8 **C. Electronic Beepers.**

9 The Hospital will make electronic beepers available for nurses scheduled on standby.

10

11 **ARTICLE 10 — EXTRA SHIFTS**

12 **A. Extra Shift Benefit.**

13 A full-time or part-time nurse will be paid a differential of \$18.00 per hour (\$19.00 for  
14 weekends) for all hours worked per week in excess of the number of the nurse's  
15 regularly scheduled hours for the week (including regularly scheduled weekend hours),  
16 when such excess hours result from the nurse's working extra shift(s) of at least three  
17 (3) hours each in duration and performing direct patient care, at the request of the  
18 Hospital.

19 1. For the purposes of determining "the nurse's regularly scheduled hours for  
20 the week" above, regularly scheduled hours actually worked in the week will be  
21 counted, and the following regularly scheduled hours will also be counted for the week:

22 a. Not worked because of an MDO, as defined in Section 17.A.1;

23

24 b. Not worked because the Hospital required attendance at a specific  
25 education program;

26

27 c. Not worked because the nurse was on a paid educational leave  
28 from such hours; and,

29

30 d. Not worked because of PTO for the purpose of vacation that was  
31 scheduled at the time the schedule was posted.

32

33 2. Hours worked in determining eligibility for this differential will not include  
34 hours worked as a result of trades or of being called in to work while on standby

1 (subject to paragraph 7 below regarding standby after canceling an extra shift).

2  
3 3. If a nurse's FTE status is reduced at the nurse's request, this differential  
4 will be payable to the nurse only for extra shifts worked above the nurse's former FTE  
5 for a period of thirteen (13) full pay periods following the nurse's FTE reduction.

6  
7 4. A weekend shift under this section is defined as a shift beginning within  
8 the period from 7 p.m. on Friday through 6:59 p.m. on Sunday. A nurse who works less  
9 than four (4) hours on an otherwise eligible shift due to MDO will receive the differential  
10 on all hours worked.

11  
12 5. This differential will not be paid for any unworked hours.

13  
14 6. Nurses cancelled from an extra shift and placed on standby, if thereafter  
15 called back to work on the same unit and shift will be paid at the same rate of pay they  
16 would have received if not previously cancelled. This provision supersedes the  
17 premium pay language of Article 9.B. (Note: This means that the nurse will receive the  
18 extra shift differential but will not receive call-back pay.)

19  
20 **B. Per Diem Nurse Eligibility.**

21 A Per Diem nurse is eligible for the differential as described in paragraph A above for  
22 hours worked in excess of thirty-six (36) hours per work week, when such excess hours  
23 result from the Per Diem nurse working extra shift(s) of at least four (4) hours each in  
24 duration at the request of the Hospital.

25  
26 **ARTICLE 11 — HEALTH BENEFITS**

27 **A.** Each benefit-eligible nurse may choose to participate in the health insurance  
28 benefits offered to a majority of the Hospital's other employees, in accordance with their  
29 terms. From the insurance benefits offered, the nurse will select medical coverage and,  
30 at the nurse's option, coverage from among the following benefits: (1) dental coverage,  
31 (2) supplemental life insurance, (3) voluntary accidental death and dismemberment  
32 insurance, (4) dependent life insurance, (5) health care flexible spending account,  
33 (6) day care reimbursement account, (7) vision care insurance, and (8) long-term  
34 disability insurance.

1 **B.** The Hospital will pay the premium cost of the medical and dental benefits  
2 selected by each participating nurse for coverages offered under A above, up to the  
3 amount of the applicable contribution levels provided to a majority of the Hospital's other  
4 employees, based on category of coverage and full-time or part-time status. The  
5 Hospital's medical and dental plans for bargaining unit nurses will have the same  
6 premium contribution levels, deductibles, copayments and out of pocket maximums that  
7 are in place for the majority of the Hospital's non-represented employees, provided that  
8 the Hospital's health insurance plan for 2017 shall be in accordance with the provisions  
9 of Appendix D attached hereto.

10  
11 **C.** The nurse will pay, by payroll deduction unless some other payment procedure is  
12 agreed to by the nurse and the Hospital, the cost of the total health insurance benefits  
13 selected that exceeds the amount paid by the Hospital under the preceding section.

14  
15 **D.** Coverage under the plans specified in paragraph A above will continue while a  
16 nurse is on PTO or EIT.

## 17 18 **ARTICLE 12 — PENSIONS**

19 **A.** Nurses will participate in the Hospital's retirement plan in accordance with its  
20 terms. The Hospital shall not reduce the benefits provided thereby unless required by  
21 the terms of a state or federal statute during the term of this Agreement.

22  
23 **B.** The Hospital will offer nurses the opportunity to participate in the Hospital's  
24 403(b) and matching plans, in accordance with their terms.

25  
26 **C.** The Hospital may from time to time amend the terms of the plans described in  
27 this Article, except (1) as limited by A above and (2) that coverage of nurses under B  
28 above shall correspond with the terms of coverage applicable to a majority of the  
29 Hospital employees.

## 30 31 **ARTICLE 13 — PROFESSIONAL DEVELOPMENT**

### 32 **A. Educational Leave.**

33 1. The Hospital will annually provide eight (8) hours of paid educational leave  
34 for each regular nurse provided, however, that if a nurse must miss a regularly

1 scheduled shift in excess of eight (8) hours in order to attend an approved education  
2 program, the nurse will be entitled to up to the length of his or her regularly scheduled  
3 shift of paid educational leave for that day. Such pay will be drawn from the 900 hour-  
4 pool described in Section A(2).

5  
6 2. In addition, the Hospital will provide up to 900 hours of paid educational  
7 leave for use by regular nurses as a group to attend educational programs. Nurses  
8 must use their eight (8) hours of paid educational leave before or in conjunction with  
9 accessing hours to the 900-hour pool, and such utilization will be verified in writing by  
10 the nurse's manager. The educational programs described herein must be bona fide  
11 educational programs for nurses to acquire new knowledge related to the practice of  
12 nursing, update basic nursing knowledge and skills, and maintain certifications (other  
13 than those described in A.2(d). below).

14 a. Educational leave may not be carried over from one year to the  
15 next.

16  
17 b. A nurse will provide a certificate of completion for attending an  
18 educational program and, upon request by the Hospital, submit a report or make  
19 an oral presentation for the purpose of sharing the contents of the educational  
20 program.

21  
22 c. The Hospital may grant additional educational leave in cases it  
23 deems appropriate.

24  
25 d. The hours allotted above do not include the education hours  
26 necessary for a regular or Per Diem nurse to obtain ACLS, PALS, ENPC, NRP,  
27 and BCLS, and any certification or education (other than degree programs)  
28 required by the nurse's manager for the nurse's unit.

29  
30 e. A newly hired regular nurse may apply to use educational leave in  
31 the calendar year in which the nurse reaches his or her first anniversary date of  
32 employment as a nurse, but only after the nurse's anniversary date.

33  
34 **B. Educational Funds.**

1 The Hospital will provide up to \$20,000 in each 12-month period (June 1 to May 31) for  
2 assistance in paying for registration fees, required materials, travel, meals, lodging and  
3 parking in conjunction with educational courses for regular nurses and for Per Diem  
4 nurses who have worked at least 400 hours for the Hospital in the preceding twelve  
5 months. One-quarter (1/4) of the annual amount specified in the preceding sentence  
6 will be allocated to each calendar quarter of that 12-month period. Any part of such  
7 quarterly amount not used for a quarter will be carried over to the next quarter, except  
8 that there will be no carryover to the next 12-month period. A one-time 18-month period  
9 will run from January 1, 2017 through May 31, 2018 in which the educational fund will  
10 be equal to \$30,000. During this 18-month period, unused funds may carry over into  
11 subsequent quarters in the 18-month period; however, any remaining funds will expire  
12 at the end of the 18-month period on May 31, 2018. A regular nurse will be eligible for a  
13 maximum of \$450 per 12-month period. If any part of the above annual amount  
14 remains undistributed at the end of the 12-month period, individual nurses who apply for  
15 expenses in excess of their individual maximums (\$450) will be reimbursed on an  
16 equitable basis up to an additional \$650 annually. No nurse will receive more than  
17 \$1,100 in education funds annually. For the one-time 18-month period running from  
18 January 1, 2017 through May 31, 2018, all remaining amounts, including Sections A.1  
19 and A.2 and the limits on any remaining undistributed funds will be increased by fifty  
20 percent (50%).

21 1. The Hospital will continue to pay for the registration fees necessary to  
22 obtain ACLS, PALS, ENPC, NRP, and BCLS, and any certification or education (other  
23 than degree programs) required by the nurse's manager for the nurse's unit. For ACLS  
24 or BCLS certification or re-certification, the nurse must take a course offered at  
25 Providence facilities or through a Providence preferred educational provider to receive  
26 full payment for registration fees; if the nurse takes a course elsewhere, he or she is  
27 responsible for paying the amount that exceeds the fee charged at a Providence facility  
28 or through a Providence preferred educational provider.

29

30 2. Any material changes in the procedure for processing payment for  
31 amounts approved under this Section B will be presented and discussed at the  
32 Professional Nursing Care Committee prior to implementation.

33

34 **C. Processing of Requests.**



1 To access the 900 hours of educational leave and/or the educational funds described  
2 above, the nurse must submit a request to his or her manager for a determination of  
3 whether the department schedule can accommodate the nurse's absence. The  
4 manager's decision as to scheduling and departmental needs will be final and binding  
5 on all concerned. The manager will then forward the approved request to the  
6 Professional Nursing Care Committee, which will review the request and forward its  
7 determination and explanation to the manager. The PNCC shall have the final authority  
8 to approve the disbursement of funds for programs (1) when the nurse's absence from  
9 work has been approved by the unit manager, or (2) that do not require the nurse to  
10 miss work from his or her scheduled hours.

11

12

## ARTICLE 14 — PAID TIME OFF

13

### A. Paid Time Off.

14

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

17

18

### B. Accrual.

19

Benefit-Eligible Nurses will accrue PTO as follows:

20

1. From and after the nurse's most recent date of employment until the

21

nurse's fourth (4th) anniversary of continuous employment--.0924 hours per paid hour,

22

not to exceed eighty (80) paid hours per two (2) week pay period (approximately twenty-

23

four (24) days of PTO per year with 192 hours' pay for a Full-Time Nurse);

24

25

2. From and after the nurse's fourth (4th) anniversary of continuous

26

employment until the nurse's ninth (9th) anniversary of continuous employment--.1116

27

hours per paid hour, not to exceed eighty (80) paid hours per two (2) week pay period

28

(approximately twenty-nine (29) days of PTO per year with 232 hours' pay for a Full-

29

Time Nurse);

30

31

3. From and after the nurse's ninth (9th) anniversary of continuous

32

employment--.1308 hours per paid hour, not to exceed eighty (80) paid hours per two-

33

week pay period (approximately thirty-four (34) days of PTO per year with 272 hours'

34

pay for a Full-Time Nurse);

1           4.       For regular nurses on schedules consisting of three (3) days each week,  
2 with each workday consisting of a twelve (12) hour shift, or four (4) days each week,  
3 with each workday consisting of a nine (9) hour shift, the accrual rates in paragraphs  
4 B.1, 2, and 3 immediately above will be changed to .0963, .1155, and .1347 hours,  
5 respectively, per paid hour, not to exceed seventy-two (72) paid hours per two (2) week  
6 pay period;

7  
8           5.       Accrual will cease when a nurse has unused PTO accrual equal to one  
9 and one-half (1½) times the applicable annual accrual set forth above.

10  
11 **C.     Definition of a Paid Hour.**

12 A paid hour under B above will include only hours directly compensated by the Hospital  
13 and mandatory days off; and will exclude overtime hours, unworked pre-scheduled  
14 standby hours, hours compensated through third parties, hours paid in lieu of notice of  
15 termination, or hours while not classified as a benefit-eligible nurse. A paid hour  
16 includes hours taken as PTO and EIT.

17  
18 **D.     Pay.**

19 PTO pay will be at the nurse's straight-time hourly rate of pay, including regularly  
20 scheduled shift differential at the time of use. PTO pay is paid on regular paydays after  
21 the PTO is used.

22  
23 **E.     Scheduling.**

24 In scheduling PTO, the Hospital will provide a form for each eligible nurse to submit  
25 written requests for specific PTO.

26           1.       The Hospital will make good faith efforts to accommodate as many  
27 requests for time off at any one time as possible, consistent with its operational needs,  
28 as determined by the Hospital in its sole discretion. If nurses within a unit and shift  
29 request more dates for PTO than the Hospital determines to be consistent with its  
30 operating needs, then preference in scheduling PTO will be as follows:

31               a.       For pre-scheduled PTO for each twelve (12) month period  
32               beginning on June 1 and continuing through May 31 of the following year,  
33               requests submitted between November 1 and January 1 shall be granted in order  
34               of seniority for nurses within the unit and shift. The Hospital will grant or deny

1 such requests by January 15. Nurses will not be granted more than three (3)  
2 weeks off during the period of June 1 through August 31, except that if there are  
3 no conflicting requests the Hospital will grant additional time off consistent with its  
4 determination of operating needs.

5  
6 b. PTO requests submitted after January 1 will be granted in order of  
7 the Hospital's receipt of the written requests for nurses within the unit and shift.  
8 Nurses may submit PTO requests electronically to assure timely submission.  
9 The Hospital will grant or deny such requests within two (2) weeks following their  
10 receipt.

11  
12 c. Notwithstanding the order of granting requests set forth above, the  
13 Hospital will attempt to rotate holiday work.

14  
15 2. PTO will be granted only if a sufficient amount of PTO will have accrued  
16 for use on the requested dates. Moreover, PTO requests shall not be converted to  
17 requests for unpaid time off absent Hospital approval, provided that previously approved  
18 time off will not be rescinded if the nurse's shortage of PTO is directly due to PTO taken  
19 for mandatory MDO's.

20  
21 **F. Use.**

22 1. Accrued PTO may be used in the pay period following completion of three  
23 (3) months of employment and then in or after the pay period following the pay period  
24 when accrued, except with respect to use on observed holidays as provided in G below.  
25 Prior to three (3) months of employment a nurse may only use PTO in cases of  
26 mandatory low census.

27  
28 2. PTO will be used for any absence of a quarter hour or more, except that  
29 the nurse may choose to use or not to use PTO for time off:

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

32  
33 b. For leaves of absence under applicable family and medical leave  
34 laws if the nurse's accrued PTO account is then at 40 hours or less.

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

5  
6           4.       PTO may not be used when the nurse is eligible for Hospital  
7 compensation in connection with paid bereavement leave, jury duty, witness service, or  
8 EIT.

9  
10 **G.     Holidays.**

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

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

18  
19           2.       If a nurse works on an observed holiday, the nurse will be paid one and  
20 one-half (1½) times the nurse's straight-time rate and will retain accrued PTO hours for  
21 use at another time.

22  
23           3.       If an observed holiday occurs on a Saturday or Sunday, nurses in units  
24 that are regularly scheduled only Monday through Friday will observe the holiday on the  
25 Friday or Monday that is closest to the holiday and designated by the Hospital.

26  
27           4.       Night shift nurses will receive holiday pay only for the hours worked on the  
28 actual holiday.

29  
30           5.       If an observed holiday occurs before completion of a regular nurse's first  
31 six (6) months of employment and the nurse does not have sufficient PTO hours  
32 accrued, the PTO hours used for the holiday under this section will be charged against  
33 the next PTO hours accrued by the nurse.

1 **H. Change in Status.**

2 A nurse's unused PTO account will be paid to the nurse in the following circumstances:

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

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

9  
10 **ARTICLE 15 — EXTENDED ILLNESS TIME**

11 **A. Extended Illness Time.**

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

14  
15 **B. Accrual.**

16 Benefit-eligible nurses will accrue .0270 EIT hours per paid hour, not to exceed eighty  
17 (80) paid hours per two-week pay period (approximately seven (7) days of EIT per year  
18 with fifty-six (56) hours' pay for a full-time nurse). A paid hour under this section is  
19 defined the same as a paid hour under the PTO program. Accrual will cease when a  
20 nurse has 1,040 hours of unused EIT accrual.

21  
22 **C. Pay.**

23 EIT pay will be at the nurse's straight-time hourly rate of pay, including regularly  
24 scheduled shift differential at the time of use. EIT pay is paid on regular paydays after  
25 the EIT is used.

26  
27 **D. Use.**

28 1. Accrued EIT may first be used in or after the pay period following three (3)  
29 months of employment and then in or after the pay period following the pay period when  
30 accrued.

31  
32 2. EIT will be used for any absence from work due to the following:

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

1 immediately following hospitalization.

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

6  
7 c. The nurse's disabling illness after a waiting period of missed work  
8 due to such condition that is equal to the shorter of three (3) consecutive  
9 scheduled work shifts or twenty-four (24) consecutive scheduled hours.

10  
11 d. Partial-day absences related to a single illness of the nurse, without  
12 an intervening full scheduled shift being worked, after a waiting period of missed  
13 work due to such condition that is equal to the shorter of the equivalent of three  
14 (3) regularly scheduled work shifts or twenty-four (24) scheduled hours.

15  
16 e. After qualification for use under subparagraph (c) or (d) above and  
17 a return to work for less than one (1) scheduled full shift, when the nurse misses  
18 work due to recurrence of such condition.

19  
20 f. Approved parental leave under applicable law.

21  
22 3. EIT may be used when the nurse is receiving workers' compensation pay  
23 after the normal workers' compensation waiting period and is otherwise eligible for EIT  
24 use, but such EIT use will be limited to bringing the nurse's total compensation from  
25 workers' compensation and EIT to two-thirds (2/3) of the nurse's straight-time pay for  
26 the missed hours.

27  
28 **E. Change in Status.**

29 Upon changing from benefit-eligible to non-eligible status, if the nurse has been  
30 employed for at least six (6) months, the nurse's accrued but unused EIT will be placed  
31 in an inactive account from which the nurse may not use EIT. Upon return to benefit-  
32 eligible status, the inactive account will be activated for use in accordance with this  
33 Article. In the event of termination of employment, a nurse's active and inactive  
34 accounts will be terminated and will not be subject to cash-out, but such an account will

1 be reinstated if the nurse is rehired within six (6) months of the termination of  
2 employment.

### 3 **ARTICLE 16 — FLOATING**

4 **A.** Any nurse who voluntarily wishes to be a Float Nurse, as defined below, must  
5 notify his or her manager, in writing on a form provided by the Hospital. Where  
6 necessary to allow the nurse to voluntarily float, appropriate training will be provided by  
7 the Hospital, with the approval of the manager of the receiving department.

8  
9 The Hospital has the right to determine the number of Float Nurses it needs in a  
10 calendar year. The Hospital shall exercise this right based on a reasonable estimation  
11 of floating needs for the calendar year. In the event that the number of nurses providing  
12 notification of their willingness to be a Float Nurse exceeds the number of Float Nurses  
13 needed by the Hospital, selection will be made on the basis of seniority from among  
14 those already cross-trained and then on the basis of seniority among those requesting  
15 to be cross-trained.

16 1. To be a Float Nurse, the following criteria must be met:

17 a. The nurse must be currently cross-trained or, with the Hospital's  
18 agreement, be willing to be cross-trained to independently take a patient care  
19 assignment on another unit(s).

20  
21 b. When the Hospital determines that floating is necessary to a  
22 particular unit, and after the training described above, the nurse will float to the  
23 unit(s) to which he or she has been cross-trained to independently take a patient  
24 care assignment.

25  
26 c. The nurse may be floated to units other than those units for which  
27 he or she has been trained, but will not be expected to independently take a  
28 patient care assignment on such unit(s).

29  
30 d. The nurse must float at least five (5) times per quarter, when  
31 requested by the Hospital.

32  
33 e. The Hospital will make good-faith reasonable efforts to notify a  
34 nurse at least two hours before the shift that he or she will be floated, when it is

1 known to the Hospital. In any event, the Hospital will inform the nurse as soon as  
2 possible.

3  
4 2. A Float Nurse will not be assigned MDO time for more than one (1) full  
5 shift per week, and will not be assigned more than 144 MDO hours (other than voluntary  
6 MDO time) in a calendar year in accordance with Article 17.B.1(g). A voluntary MDO  
7 shall not count toward either of these limits. A voluntary MDO shall not be granted,  
8 however, if the Hospital has determined a need for the Float Nurse to float to another  
9 unit.

10  
11 **B.** When a nurse who is not a Float Nurse is requested to float to a unit other than  
12 the unit or units where the nurse regularly works, the nurse will be given a primary  
13 patient assignment if the nurse is qualified for such assignment. A nurse may always  
14 be required to float in a role to assist other nurses.

15  
16 **C.** If a nurse is floated to another unit but required to remain immediately available  
17 to return to the nurse's primary unit, the nurse will not be given a primary patient  
18 assignment in the unit to which he or she has floated.

19  
20 **D.** If a nurse who is not a Float Nurse believes that he or she is not qualified for a  
21 specific assignment with a primary patient load, the nurse should indicate in writing the  
22 reasons why and give them at the time of the request to the appropriate manager or  
23 designee for the record. If a nurse provides the written statement described in this  
24 paragraph, the nurse will not be required to float to a specific assignment with a primary  
25 patient load at that time.

## 26 27 **ARTICLE 17 — STAFF REDUCTION**

### 28 **A. Definitions.**

29 Staff reductions may occur by mandatory days off (MDOs) or by layoff.

30 1. An MDO is defined as a staff reduction for all or part of a shift on a unit  
31 because of Hospital projections of the staff needed for that unit and shift.

32  
33 2. A layoff is defined as a staff reduction because of a position elimination or  
34 long-term reduction in hours, unit closure or merger, or Hospital projections that the staff



1 reduction in a unit and shift will continue for more than two (2) weeks.

2

3 3. A unit for purposes of a staff reduction is defined as Medical/Surgical,  
4 Emergency Department ("ED"), Critical Care ("ICU"), Ambulatory Surgery Unit ("ASU"),  
5 Post-Anesthesia Care Unit ("PACU"), Surgery ("OR"), North Unit, South Unit, and such  
6 other units as may be added by Hospital or result from a merger of units.

7

8 **B. MDO Procedure.**

9 1. Nurses scheduled to work in the unit and shift where the MDO will occur  
10 will have their shift or the remaining portion of their shift canceled in the following  
11 sequence:

12 a. Agency registered nurses

13

14 b. Traveler nurses

15

16 c. Providence Share Care registered nurses

17

18 d. Nurses whose work would be payable at overtime or incentive shift  
19 premium rates

20

21 e. Volunteers, with the earliest request for time off given preference

22

23 f. Managers and supervisors taking a patient care assignment will  
24 hand over their patient care assignment before additional nurses are given MDO;  
25 however, managers and supervisors who have specific skills and abilities  
26 necessary to patient care may continue to perform those patient care duties.

27

28 g. Per Diem nurses

29

30 h. Remaining nurses in accordance with the unit's rotation system,  
31 provided, however, that a Float Nurse who has already been assigned 144 hours  
32 in a calendar year will be removed from the MDO rotation on the Float Nurse's  
33 unit for the remainder of the calendar year. If two nurses are equal in the unit's  
34 normal rotation, the MDO will be assigned to the less senior nurse.

1           2.     A nurse will not be required to take involuntary MDO more than once per  
2 pay period unless all other similarly skilled nurses working the same shift and  
3 department have also taken MDO at least once during that same pay period. Each unit  
4 will develop a system to best effectuate this provision.

5  
6           3.     When a nurse is given an MDO, the Hospital may also assign the nurse to  
7 standby during the canceled shift hours. Whether or not the nurse is placed on standby,  
8 the nurse shall receive call back pay in accordance with Article 9, Section B if they are  
9 called in to work.

10  
11          4.     If two or more nurses volunteer for an MDO at the same time, the MDO  
12 shall be rotated based on who last received an MDO. If the nurses both received an  
13 MDO on the same prior day, the MDO will be given to the more senior nurse.

14  
15          5.     The Hospital will attempt to notify nurses by telephone that they will be  
16 given an MDO at least two (2) hours before the nurse's shift begins. If the Hospital fails  
17 to make this attempt, the nurse will not be given an MDO prior to the start of his/her  
18 shift. A nurse who reports to work will be guaranteed a minimum of four (4) hours of  
19 work or, if work is not available, a minimum of four (4) hours of pay. If work is available  
20 but a nurse does not wish to remain, the Hospital and the nurse may agree that the  
21 nurse will not remain and work, in which case the nurse will not receive the four-hour  
22 pay guarantee. Each nurse must maintain a current phone number with the staffing  
23 office. Failure to maintain a current phone number will relieve the Hospital of this notice  
24 requirement.

25  
26          6.     If additional hours of work become available on the unit and shift after an  
27 MDO is assigned, nurses from the unit and shift on MDO with standby will be called in  
28 first, unless already working on another unit. The Hospital will then attempt to call in  
29 nurses from the unit and shift on MDO who are not on standby, but such nurses are not  
30 required to come to work.

31  
32          7.     If MDO time is needed on a unit and no nurse is able to be MDO'd  
33 pursuant to paragraph B.1 above, a Float Nurse will be assigned tasks or projects by  
34 the Hospital.

1 **C. Reduction in Force.**

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

5  
6 2. For purposes of this article, "qualified" means that the nurse is able to be  
7 precepted on site at The Hospital up to six weeks of assuming the new role or position.

8  
9 3. If The Hospital determines that a reduction in force as defined in Section A  
10 of this article is necessary, a minimum of 45 days' notice will be given to the Union  
11 detailing purpose and scope of the reduction and the likely impacted unit or units, shifts,  
12 and positions. The Hospital will provide the Union with a list of open RN positions at  
13 The Hospital and, at the request of the Union, at any other Providence facilities within  
14 Oregon. An "open position" is any position for which the facility is still accepting  
15 applications.

16  
17 4. Upon notice to the Union, representatives of The Hospital and the Union  
18 will meet to discuss scope of the reduction and the likely impacted unit or units, shifts,  
19 and positions as well as options for voluntary lay-offs (including requests for voluntary  
20 layoff), reduction of the scheduling of intermittently employed nurses, conversion from  
21 regular nurse status to an intermittently employed nurse and FTE reductions (full-time  
22 nurses going to part-time status). The Hospital will consider the options suggested by  
23 the Union, but will not be required to implement the suggested options.

24  
25 5. If after meeting with the Union, The Hospital determines that a reduction in  
26 force is still needed the nurse or nurses on the unit or units to be impacted will be given  
27 a minimum of 30 days' notice. If there are any posted RN positions within The Hospital  
28 at the time of a reduction in force, The Hospital will wait to fill such positions with an  
29 external applicant until it has become clear which nurses will be impacted by the  
30 reduction in force (either laid off or displaced into another position), and those nurses  
31 have had an opportunity to apply for those positions. The Hospital may immediately  
32 post and fill nursing positions if either (1) it is apparent that the nurses likely to be  
33 impacted by the reduction in force are not qualified for the open position or (2) The  
34 Hospital has an urgent need to fill the position for patient care reasons. The Hospital

1 will inform other employers within Providence-Oregon of the existence of the reduction  
2 in force, and request that they consider hiring the impacted nurses, if any, for any open  
3 positions.

4  
5 6. Upon notification to the impacted nurse or nurses on the unit or units The  
6 Hospital will displace the nurses in the following manner. Where more than one nurse  
7 is to be impacted in a unit or units, the impacted nurses will progress through each step  
8 of the process as a group so that the nurse or nurses with the most seniority will have  
9 the first choice of displacement options and progress in a manner so that the nurse or  
10 nurses with the least seniority will have the least options.

11 a. The nurse or the nurses with the least seniority as defined in Article  
12 20 among the nurses in the shift or shifts of the patient care unit or units where  
13 such action occurs, will be displaced from his/her position provided that the nurse  
14 or nurses who remain are qualified to perform the work. The displaced nurse or  
15 nurses whose position is taken away will become the displaced nurse or nurses  
16 for the purposes of the following subsections and will then have the following  
17 options:

18  
19 b. Any initially displaced nurse may choose to fill a vacant position in  
20 the bargaining unit if he or she is qualified for that position.

21  
22 c. Any initially displaced nurse may, within seven (7) calendar days of  
23 his or her notification of the layoff, choose to accept layoff with severance pay in  
24 lieu of further layoff rights or options. Such severance pay will be based on the  
25 severance policy applicable to non-represented employees then in effect, except  
26 that the nurse will receive severance payments equal to seventy-five percent  
27 (75%) of the severance wages available to non-represented employees with the  
28 same number of years of service as the nurse. In order to receive severance  
29 payments, the nurse will be required to sign The Hospital's standard severance  
30 agreement that includes a release of all claims (including the right to file any  
31 grievance relating to the nurse's selection for layoff). Any nurse who chooses  
32 severance (including a nurse who chooses severance and then refuses to sign  
33 the severance agreement) forfeits any further rights under this Article. Severance  
34 is not available to nurses who become displaced due to the application of the

1 “bumping rights” described below.

2  
3 d. If he or she does not accept severance, the displaced nurse or  
4 nurses will take the position of the least senior regular nurse in their same patient  
5 care unit or units, regardless of shift, provided he or she is qualified to perform  
6 the work of that position (the nurse or nurses whose position is thus taken will  
7 become the displaced nurse or nurses for the purposes of the following  
8 subsections); or

9  
10 e. The displaced nurse or nurses will take the position of the least  
11 senior regular nurse or nurses in the bargaining unit, provided he or she is  
12 qualified to perform the work of the position. For this sub-section only a nurse is  
13 qualified to perform the work of a position if he or she has held a regular position  
14 performing the duties of that position at The Hospital within the two years  
15 immediately prior to the date The Hospital provided notice to the Union of the  
16 need for a reduction in force. (The nurse or nurses whose position is thus taken  
17 will become the displaced nurse for purposes of the following subsection); or

18  
19 f. The displaced nurse will be laid off.

20  
21 7. In the event The Hospital undergoes a layoff and a position exists in a unit  
22 affected by the layoff that requires special skills and/or competencies which cannot be  
23 performed by other more senior nurses in that unit, The Hospital will notify the Union of  
24 the need to potentially go out of seniority order. The parties agree to promptly meet and  
25 discuss the unit, scope of layoff, the job skills required, and how to address the situation  
26 in order to protect seniority rights and care for patients. In analyzing the special skills  
27 and/or competencies, the ability to provide training to more senior nurses will be  
28 considered. Special skills and competencies will not include a specific academic  
29 degree, non-mandatory national certifications, disciplinary actions or work plans.

30  
31 8. Recall from a layoff will be in order of seniority, provided the nurse or  
32 nurses laid off is/are qualified to perform the work of the recall position. A displaced  
33 nurse under any of the preceding sections or subsections of this article, including  
34 recalled nurses under the previous sentence, will be given preference for vacancies in

1 the same unit and/or cluster, in order of their seniority. Such recall rights continue for  
2 up to twelve (12) months from date of displacement. It is the responsibility of the  
3 displaced nurse to provide The Hospital with any changes in address, telephone  
4 number or other contact information. If the displaced nurse fails to provide The Hospital  
5 with such changes and The Hospital is unable to contact him or her with available  
6 contact information, he or she forfeits any recall rights.

7  
8 9. A nurse who immediately upon or within 12 months of being displaced  
9 accepts a position in the bargaining unit will receive the:

10 a. certification pay for which they qualified in the last pay period prior  
11 to displacement until the certification expires, at which time the certification pay  
12 will be updated to the appropriate amounts in the new unit; and

13  
14 b. clinical ladder pay for which they qualified in the last pay period  
15 prior to displacement for a period of up to six (6) months while the nurse updates  
16 their application for the clinical ladder.

17  
18 **D. Workforce Reorganization.**

19 1. A workforce reorganization shall include staffing changes resulting from a  
20 merger or consolidation of two or more units, increases or decreases in FTE status  
21 among bargaining unit members, and changes of positions within a seniority pool.

22  
23 2. Prior to implementing a workforce reorganization, the Hospital will provide  
24 the Union a detailed tentative reorganization plan at least forty-five (45) days in advance  
25 of the scheduled implementation date. The Hospital shall, upon demand by the Union,  
26 bargain the impact of the workforce reorganization.

27  
28 3. In the event a unit reorganization involves reductions in FTEs, the  
29 reduction in force procedures outlined in this Article 17 shall be followed.

30  
31 **ARTICLE 18 — SEVERANCE**

32 The Hospital will give regular nurses two (2) weeks' notice of the termination of their  
33 employment. If less than two (2) weeks' notice is given, then the number of working  
34 days within such period for which notice has not been given shall be paid the nurse at

1 his or her regular rate of pay; provided, however, that no such advance notice or pay in  
2 lieu thereof shall be required for nurses who are discharged for violation of professional  
3 nursing ethics or discharged for cause.

#### 4 5 **ARTICLE 19 — UNIFORMS**

6 The Hospital will maintain its current practice with regard to uniforms. Nurses who are  
7 required to change at the Hospital into Hospital-required clothing will be permitted seven  
8 (7) minutes included in the beginning and end of each scheduled shift to change into  
9 and out of such clothing. Such nurses will clock in to change clothes, and then report to  
10 work on their units. A nurse who clocks in on time, changes clothes and reports to work  
11 on his or her unit within the seven-minute grace period will not be considered tardy. At  
12 the end of the shift, the nurse will be expected to change clothes and then clock out  
13 within the seven minutes of being released from duty.

#### 14 15 **ARTICLE 20 — SENIORITY**

##### 16 **A. Definition and Computation of Seniority.**

17 Seniority means the length of continuous employment by the Hospital since the nurse's  
18 most recent date of hire as a bargaining unit nurse. Length of continuous employment  
19 will be computed on the basis of hours paid at the straight-time rate or higher plus hours  
20 not worked as a result of mandatory days off, subject to the following:

21 1. Within thirty (30) days following ratification of this Agreement, the Hospital  
22 will furnish to the Union a seniority list of nurses in the bargaining unit as of the most  
23 recently completed pay period.

24  
25 2. For a nurse's full length of continuous employment preceding the close of  
26 the pay period referenced in Paragraph 1 above, the nurse's seniority hours will be  
27 deemed equal to forty (40) hours per week.

28 3. Thereafter, within thirty (30) days of the close of the first pay period ending  
29 in the months of January and July, the Hospital will furnish to the Union a seniority list of  
30 nurses in the bargaining unit covering seniority hours through such pay period.

31  
32 4. The seniority of the nurses on the initial list referenced in Paragraph 1 and  
33 on each semi-annual list thereafter will be fixed upon issuance of the list until the next

1 semi-annual seniority list is issued.

2

3 5. Between seniority lists, nurses entering the bargaining unit will be deemed  
4 to have less seniority than all nurses with accrued seniority. The length of continuous  
5 service of nurses without accrued seniority will be based on their most recent date of  
6 starting work (not seniority hours) until they are placed on a seniority list, at which time  
7 their length of continuous service will be computed as set forth above.

8

9 **B. Service Outside Bargaining Unit.**

10 A nurse who moves or has previously moved from a position in the bargaining unit into  
11 other Hospital employment, without a break in Hospital employment, will not continue to  
12 accrue additional seniority while in such position. Upon returning to a position as a  
13 bargaining unit nurse, however, the nurse will have his or her accrued seniority  
14 restored.

15

16 **C. Tie-Breaker.**

17 When two employees have the same seniority, the employee with the greater number of  
18 hours worked during the preceding thirteen (13) full pay periods will be deemed to be  
19 more senior.

20

21 **D. Loss of Seniority.**

22 1. Seniority will be lost upon termination of employment or layoff in excess of  
23 twelve (12) months.

24

25 2. An employee who is rehired by the Hospital within twelve (12) months of  
26 voluntary resignation from the Hospital will not accrue seniority while not employed, but  
27 will have his or her previous seniority restored upon rehire (which means that the nurse  
28 will have his or her seniority date adjusted by the length of time away from the Hospital).

29

30 **E. Exercise of Seniority.**

31 An employee may use seniority under this Agreement only when employed in a  
32 bargaining unit position or when applying for a vacant bargaining unit position.



1                   **ARTICLE 21 — INTRODUCTORY PERIOD AND DISCIPLINE**

2   **A.     Introductory Period.**

3   A nurse will be in an introductory period for the first 180 calendar days of employment  
4   by the Hospital. Neither discipline nor termination of employment of an introductory-  
5   period nurse will be subject to the grievance procedure under this Agreement. The  
6   Hospital will make every reasonable effort to coach nurses on any performance  
7   deficiencies prior to termination.

8  
9   **B.     Discipline.**

10   Nurses who have completed the introductory period may be disciplined for proper  
11   cause. Discipline may include verbal warning, written warning, suspension with or  
12   without pay, or termination of employment. These forms of discipline will generally be  
13   used progressively, but the Hospital may bypass one or more of these forms of  
14   discipline for causes that it deems more serious.

15  
16   **C.     Disciplinary Sessions.**

17   The Hospital will conduct disciplinary sessions in an area away from employees,  
18   patients, and the public. The Hospital will offer the nurse an appropriate and confidential  
19   time to be delivered discipline and will attempt to hold disciplinary meetings at the  
20   beginning or end of the nurse's shift. Upon request from the nurse, the Hospital will  
21   provide the nurse an appropriate amount of time following a disciplinary meeting before  
22   returning to patient care duties. If the nurse is unable to return to patient care duties  
23   within fifteen (15) minutes, the Hospital may send the nurse home.

24  
25   **D.     Individual Work Plans.**

26   Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to  
27   enable a nurse to develop skills and/or improve performance. Work plans will outline job  
28   requirements, performance expectations, and objectives. The Hospital will seek input  
29   from the nurse in the development of a plan, but the parties acknowledge that the  
30   Hospital has the right to determine when to implement a plan and to decide on the  
31   terms set forth in the development of the work plan. If a plan is in place and there is a  
32   significant change in circumstances (e.g., significant change in workload or  
33   assignment), the nurse may request an adjustment to the plan to address the changed  
34   circumstances.

## ARTICLE 22 — JOB VACANCIES

### A. Posting.

Vacancies for positions in the bargaining unit will be posted electronically for a period of no less than seven (7) days. Such posting will include the job title, department, shift, and a summary description of the position. The complete job description will be available for review by nurses in the Human Resources Department. The Hospital will present any changes that are made to RN job descriptions to the Task Force Committee.

### B. Filling of Vacancy.

The qualified senior nurse within a defined nursing unit who applies for the vacancy in the first seven (7) days of posting will be offered the position, provided that such nurse has the required skill and ability to perform the position at the time such position is assumed. If no nurse within the relevant defined nursing unit is qualified for or bids on the position, the Hospital will offer the position to the most senior qualified nurse within the Hospital who applies for the position in the first seven (7) days of posting.

### C. Temporary Arrangements.

If the Hospital anticipates that the posted vacancy will remain unfilled for more than seven (7) days or if it cannot fill the vacancy temporarily with bargaining unit nurses, it may hire or arrange for the position to be filled temporarily from any source.

### D. Transfers.

A nurse who transfers to a new position will receive an orientation to such position.

### E. Training Positions.

When no external or internal qualified candidate for a posted position is found within six (6) months after the date of the posting, the Hospital will, if reasonably feasible, post a training position listing the necessary education and/or experience. For purposes of this section, the determination of reasonable feasibility will include an assessment as to whether there are sufficient resources to provide such training. The Hospital will offer the training position to the senior nurse who applies for the training position, provided that he or she has the necessary prerequisite education and/or experience. This provision does not limit the ability of the Hospital to post training positions at any time.

1 **ARTICLE 23 — PERSONNEL FILES**

2 **A. Contents.**

3 The personnel file for a nurse will include evaluations, written disciplinary notices,  
4 personnel action forms, commendations and awards, and certification or licensure.

5  
6 **B. Review.**

7 A nurse may review his or her personnel records, as defined by ORS 652.750. The  
8 nurse will be allowed to bring a Union representative for such review. In addition, upon  
9 request, the nurse will be provided a copy of his or her personnel records in accordance  
10 with such statutory provision.

11  
12 **C. Maintenance.**

13 Personnel files will be maintained in a confidential manner with access limited to  
14 authorized employees of the Human Resources Department and supervisors,  
15 managers, directors, and executives.

16  
17 **ARTICLE 24 — EVALUATIONS**

18 **A. Purpose of Evaluations.**

19 The Hospital maintains the right to evaluate the job performance of bargaining unit  
20 nurses. The parties acknowledge that the evaluation process is not intended to be  
21 disciplinary in nature, but that the evaluations are a tool to communicate regarding a  
22 nurse's performance and may be used to show such communication has occurred.

23  
24 **B. Evaluation Process.**

25 1. The Hospital will conduct performance reviews for each nurse on an  
26 annual basis.

27  
28 2. The manager may request input regarding a nurse's performance from  
29 other employees.

30  
31 3. The nurse may provide to his or her manager input from up to two (2)  
32 other employees regarding the nurse's performance, provided that such input must be  
33 received at least fourteen (14) days prior to the scheduled evaluation date.



1 task force meeting if that nurse is knowledgeable on a topic to be discussed. Not more  
2 than one such ad hoc member will attend a meeting at a time, and the Hospital will be  
3 informed in advance as to who will attend.

4

5 **C. Meetings.**

6 The task force shall set a schedule of regular meetings. It will meet once per month, or  
7 as otherwise agreed to between the Hospital and the Union, to accomplish its  
8 assignment. It will schedule meetings so as not to conflict with routine duty  
9 requirements. Nurse members and one (1) designated nurse alternate shall be paid up  
10 to three (3) hours per month for attendance at task force meetings.

11

12 **D. Unresolved Issues.**

13 When members of the task force reach agreement on a particular subject, the terms of  
14 the agreement thereafter will be implemented by the Hospital. Failure of the task force  
15 to agree on a matter will not be grievable. Notwithstanding this prior sentence, if an  
16 issue has been fully discussed in the task force and has not been resolved, the Union  
17 may invite the Hospital Administrator to attend a meeting to discuss the unresolved  
18 issue subject to the following terms:

19 1. The issue has been fully discussed with the task force members before  
20 inviting the Administrator;

21

22 2. The Hospital Administrator is informed of the issue, in writing, in advance  
23 of the meeting; and

24

25 3. Such attendance by the Hospital Administrator will occur not more than 2  
26 times per calendar year.

27

28 **E. Co-Chairs and Meeting Minutes.**

29 The task force will designate co-chairs to prepare an agenda prior to each meeting.  
30 Minutes for each meeting will be prepared and furnished to members of the task force  
31 prior to the next meeting. Each co-chair will alternate months to chair the meeting. The  
32 minutes and information furnished by the Hospital to the Union and its task force  
33 members in connection with the functioning of the task force are to be deemed  
34 confidential, and may be disclosed to other persons only by mutual agreement of the

1 Hospital and the Union.

2

## ARTICLE 27 — EQUIPMENT

### 3 **A. Training.**

4 The Hospital will make good-faith reasonable efforts to provide training regarding new  
5 equipment to be used by a nurse in his or her professional practice. Such training will  
6 be competency-based, when necessary for the new equipment. If a nurse does not  
7 believe that he or she has received training on a piece of equipment, the nurse should  
8 immediately inform his or her manager or Assistant Nurse Manager, who will assist or  
9 obtain assistance for the nurse in learning the technique for utilizing such equipment. If  
10 the nurse informs his or her manager or assistant nurse manager that the nurse has not  
11 received training on a new piece of equipment, the nurse will not be required to use  
12 such piece of equipment until after the nurse has been provided assistance in learning  
13 the technique for utilizing such equipment. A nurse will be paid for time spent in such  
14 training.

15

### 16 **B. Changes in Medical Equipment.**

17 The Hospital will make good-faith reasonable efforts to solicit input from nurses when  
18 the Hospital is considering a major change in medical equipment used by nurses in their  
19 professional practice. If medical equipment is used by a particular specialty, the  
20 Hospital will make good-faith reasonable efforts to solicit such input from nurses within  
21 such specialty. The Task Force will develop a process for the input to be obtained from  
22 nurses and for that input to be shared with the Task Force.

23

### 24 **C. Nurses' Requests and Appeals Process.**

25 Nurses who have requests, suggestions or concerns regarding medical or safety  
26 equipment used by nurses in the scope of their professional practice should forward  
27 concerns, in writing to the nurse's manager, who will provide a written response with  
28 reasoning/rationale to the nurse within thirty (30) days. Within thirty (30) days of  
29 receiving the manager's written rationale, the nurse may appeal the decision to the  
30 CNO, who will respond within thirty (30) days. The nurse may also raise the issue with  
31 the Nursing Task Force for discussion.

32

33 **D.** Within 90 (ninety) days of ratification of this Agreement, the parties agree to  
34 convene a one-time meeting for up to two (2) hours to discuss patient restraint and

1 seclusion in the Senior Psychiatric Unit. Two (2) nurses and two (2) members of  
2 management will attend. The Hospital will pay the nurses for their time. Any additional  
3 concerns will be tracked through the Nursing Task Force.

## 4 5 **ARTICLE 28 — HEALTH AND SAFETY**

### 6 **A. Campus Safety Committee.**

7 1. At least two (2) bargaining unit nurses, selected by the bargaining unit  
8 president from among volunteers, will be included in the Hospital's Campus Safety  
9 Committee. The purpose of the Safety Committee will include those duties outlined in  
10 ORS Chapter 656.

11  
12 2. The bargaining unit nurses will be paid for time spent in the Campus  
13 Safety Committee meetings and for up to one hour to perform Committee-related duties.  
14 The Hospital and the nurses will work together to enable the nurses to attend the  
15 Campus Safety Committee meetings as much as reasonably feasible.

16  
17 3. The Campus Safety Committee will be provided the summary and  
18 statistics regarding safety issues that are provided in the Quarterly Employee Health  
19 Report.

### 20 21 **B. General Obligations.**

22 1. The Hospital will comply with its obligations under Oregon and federal  
23 laws and regulations regarding health and safety, which includes the right of a nurse to  
24 report a concern regarding employee or patient safety, without fear of reprisal. These  
25 laws shall be enforced in accordance with applicable federal and Oregon law.

26  
27 2. Nothing in this Article is intended to mean that the Union has assumed the  
28 Hospital's obligations under applicable workplace safety laws.

## 29 30 **ARTICLE 29 — LEAVES OF ABSENCE**

### 31 **A. Personal Leave.**

32 1. Full-time and part-time nurses employed by the Hospital for at least six (6)  
33 months of continuous service may be eligible for personal leave under the following  
34 procedures:

1           a.       The nurse must submit to his or her manager a written request for  
2           personal leave of absence, at least thirty (30) days prior to the start date,  
3           whenever possible.

4  
5           b.       The manager may approve the request for up to a six-month leave,  
6           including requested extensions, if the nurse has a record of satisfactory  
7           performance and replacement staff are available.

8  
9           c.       A personal leave will be unpaid, except that accrued PTO must be  
10          used from the beginning of the leave.

11  
12         2.       Reinstatement: Upon returning to work from a personal leave of up to  
13         three (3) months, the nurse will be reinstated in his or her former assignment. Upon  
14         returning to work from a personal leave in excess of three (3) months, the nurse will be  
15         reinstated in his or her former assignment, if vacant; if the former assignment is not  
16         vacant, then the nurse will be given preference for a vacancy for which the nurse  
17         applies in his or her former unit.

18  
19         3.       A nurse will not be reinstated after going on a personal leave if the nurse  
20         worked for another health care provider during the leave, unless the nurse has received  
21         the Hospital's prior written approval.

22  
23         **B.       Family and Medical Leave.**

24         Nurses covered by this Agreement are eligible for parental, medical, family medical and  
25         pregnancy leaves in accordance with the Hospital's leave of absence policy, which is  
26         designed to comply with the federal Family and Medical Leave Act and the Oregon  
27         Family Leave Act. Family medical leave may be taken under the policy:

28            1.       To care for a newborn or newly adopted child, or upon placement of a  
29            child for adoption or foster care (also referred to as a parental leave);

30  
31            2.       To recover from or seek treatment for a serious health condition of the  
32            employee;

33  
34            3.       To care for a family member with a serious health condition; or



1           4.     To care for a child suffering from an illness or injury that requires home  
2 care.

3  
4 Eligible employees generally are entitled to a maximum of twelve (12) weeks of family  
5 medical leave within a rolling 12-month period. Employees eligible for federal family  
6 medical leave must have been employed by the Hospital for at least twelve (12) months,  
7 and worked at least 1,250 hours (including overtime hours) in the 12 months  
8 immediately preceding the leave. Employees eligible for state family medical leave  
9 must have been employed by the Hospital for at least 180 days, and worked an average  
10 of 25 hours per week during the 180 days immediately preceding the leave.

11  
12 Employees are further entitled during such period to a maximum of twelve (12) weeks of  
13 leave for a pregnancy related disability. Employees who take the full 12 weeks of  
14 parental leave are entitled to an additional 12 weeks of leave to care for a sick child.  
15 Leaves of absence under this section will be unpaid only after the nurse has exhausted  
16 all of the nurse's accrued but unused PTO and EIT.

17  
18 5.     Regardless of eligibility for leave under FMLA or OFLA, nurses who have  
19 completed the first six months of employment are eligible for up to six months of leave  
20 to care for their own serious health condition. Such leave will not be available on an  
21 intermittent basis. Time taken under FMLA or OFLA, or under the Personal Leave  
22 provisions of this Article 29, will count toward the six-month maximum. Benefits  
23 continue as required under FMLA, or as long as the nurse is using PTO or EIT. Nurses  
24 are not guaranteed reinstatement while on non-FMLA or OFLA medical leave to the  
25 same position except as required by law.

26  
27 **C.     Military Leave.**

28 Military leave will be granted in accordance with applicable federal and Oregon law.

29  
30 **D.     Jury Duty.**

31           1.     A nurse summoned to jury duty will be permitted the necessary time off  
32 from scheduled work to perform such service. The nurse must furnish his or her  
33 supervisor with a written statement from the court as soon as it is received, as proof of  
34 jury duty, to be eligible for jury duty leave.

1           2.       Nurses who are required to report for jury duty will be excused from  
2 scheduled work on such days. The nurse will be paid his or her regular straight-time  
3 rate of pay plus differentials for any scheduled hours of work missed while performing  
4 jury duty service, for up to four (4) weeks of absence from scheduled work in a calendar  
5 year. Any jury duty fees received from the court will be retained by the nurse.  
6

7           3.       When a nurse actually serves on jury duty for five or more days, the nurse  
8 will be released from regularly scheduled weekends and will not be required to make up  
9 weekend work missed while on such jury duty. Such nurse will not be paid for hours  
10 missed on such weekend nor will he or she be required to take PTO for such weekend.  
11

12          4.       The nurse is expected to report to work on any scheduled work days that  
13 he or she is not selected for jury service or if the service ends in time to permit at least  
14 four (4) hours of work in the balance of the employee's work schedule, unless the nurse  
15 and the supervisor agree that the nurse will be excused from scheduled evening, night,  
16 or weekend work while the nurse is on jury duty.  
17

18 **E.     Witness Service.**

19          1.       A nurse subpoenaed as a witness in a legal proceeding will be permitted  
20 the necessary time off from scheduled work to perform such service. The nurse must  
21 furnish his or her supervisor with a copy of the subpoena or a signed statement from the  
22 attorney issuing the subpoena, as soon as it is received, to be eligible for witness  
23 service leave.  
24

25          2.       The nurse will be paid his or her regular straight-time rate of pay plus  
26 differentials for any scheduled hours of work missed while performing witness service,  
27 for up to four (4) weeks of absence from scheduled work in a calendar year, except that  
28 the nurse will not receive this pay if he or she is a plaintiff or defendant and the  
29 proceeding is not related to the nurse's work, the nurse is a claimant or part of a class of  
30 claimants against the Hospital or any Providence Health System entity, or the nurse is  
31 testifying for a fee as an expert witness. Any witness fees received in connection with  
32 the subpoena will be retained by the employee.  
33

34          3.       The nurse is expected to report to work on any scheduled work days that

1 he or she is not scheduled to testify or if the testimony ends in time to permit at least  
2 four (4) hours of work in the balance of the employee's work schedule, unless the nurse  
3 and the supervisor agree that the nurse will be excused from scheduled evening, night,  
4 or weekend work while the nurse is under subpoena.

5  
6 **F. Bereavement Leave.**

7 1. A regular nurse will be granted up to three (3) scheduled work days off as  
8 bereavement leave for the death of an immediate family member, provided that the  
9 leave is taken within a reasonable time of the family member's death. Requests for  
10 bereavement leave must be submitted as early as possible.

11  
12 2. The nurse will receive pay for up to three (3) days of the bereavement  
13 leave. Paid hours of bereavement leave will be at the nurse's straight-time rate of pay  
14 for the scheduled hours of work missed while on bereavement leave.

15  
16 3. Immediate family members for this purpose include the nurse's spouse,  
17 parent, child, sibling, grandparent, or grandchild; the nurse's spouse's parent, child, or  
18 sibling; the nurse's child's spouse; or other person whose association with the nurse  
19 was, at the time of death, equivalent to any of the preceding relationships.

20  
21 **ARTICLE 30 — UNION MEMBERSHIP**

22 **A.** Nurses have the right to join or financially support the Union, or to refrain from  
23 doing so. Membership in or financial support of the Union will not be a condition of  
24 employment.

25  
26 **B.** The Hospital will deduct the amount of Union dues, as specified in writing by the  
27 Union, from the wages of all nurses covered by this Agreement who voluntarily agree to  
28 such deductions and who submit an appropriately written authorization to the Hospital.  
29 Changes in amounts to be deducted from a nurse's wages will be made on the basis of  
30 specific written confirmation by the Union received not less than one month before the  
31 deduction. Deductions made in accordance with this section will be remitted by the  
32 Hospital to the Union monthly, with a list showing the names and amounts regarding the  
33 nurses for whom the deductions have been made. The Union will indemnify and hold  
34 the Hospital harmless against any and all claims, demands, suits, and other forms of

1 liability that may arise out of, or by reason of action taken or not taken by the Hospital in  
2 connection with, this section.

### 4 **ARTICLE 31 — BULLETIN BOARDS**

5 The Hospital will provide posting space for the Union of approximately 2' x 3', which will  
6 be the exclusive places for posting of Union-related notices. Such postings will be  
7 limited to (1) notices stating the date, time, and place of Union meetings for bargaining  
8 unit members, with a limited description of the topic, and (2) notices that relate to  
9 contract administration. The bulletin board space shall be provided in the staff lounge in  
10 all nursing units. A copy of any notice to be posted shall be furnished to the Hospital's  
11 Human Resources Department before posting.

### 13 **ARTICLE 32 — INFORMATION PROVIDED TO THE UNION**

14 The Hospital will provide to the Union on a monthly basis a list of nurses in the  
15 bargaining unit, including the following information: nurse's name, address, phone  
16 number, email address, RN license number, department, seniority date, FTE status,  
17 regular shift, wage rate, date of termination (if applicable), and beginning date of leave  
18 (if applicable).

19  
20 Upon Request the Hospital will discuss with the Union during Task Force any new non-  
21 bargaining unit positions for which and RN license is required or preferred.

### 23 **ARTICLE 33 — STEWARDS AND ORIENTATION**

24 **A.** The Union will provide the Hospital with a written list of the names of the nurse(s)  
25 designated as the Union representative(s) (stewards).

26  
27 **B.** The Union will provide copies of this Agreement to members of the bargaining  
28 unit.

29  
30 **C.** The Hospital will provide thirty (30) minutes during new hire nursing orientation  
31 for a bargaining unit nurse designated by the Union to discuss contract negotiation and  
32 administration matters with newly hired nurses. The Hospital will notify the Union or its  
33 designee of the date and time for this purpose. A newly hired nurse will be paid for the  
34 30-minute period. If the nurse designated by the Union has been released from

1 otherwise scheduled work during this period, the nurse's time for this purpose will be  
2 paid.

3

4 **D. Contract Training.** Within 90 days of ratification, joint Union and Hospital  
5 trainings will be conducted for interested nurses regarding changes to this Agreement  
6 and areas where the parties agree there are many questions. The training will be jointly  
7 designed and provided by the Union and Hospital Human Resources and will be held a  
8 minimum of two (2) times in order to reach interested parties on different units and  
9 shifts. All nurses who attend the training will be paid for the time attending such  
10 training, and Charge Nurses will be encouraged to attend. Thirty (30) minutes at the  
11 end of each training will be set aside for union-only presentation.

12

13 **ARTICLE 34 — UNION ACCESS**

14 **A. Representative Access.** Duly authorized representatives of the Union shall be  
15 permitted at reasonable times to enter the facilities operated by the Hospital for  
16 purposes of transacting Union business for this bargaining unit and observing conditions  
17 under which nurses are employed. Before entering the premises, any Union  
18 representative shall provide to the Director of Human Resources or his or her designee  
19 advance written notice during regular business hours (generally 8-4:30 Monday through  
20 Friday) of any such visit, unless such notice is waived by the Hospital. Such notice will  
21 include the date and time of such visit, along with the unit or units to be visited.  
22 Transaction of any business shall be conducted in an appropriate location subject to  
23 general Hospital rules applicable to non-employees, shall not interfere with the work of  
24 any employees or with patient-care needs, and shall be directly related to contract  
25 negotiation and administration matters. The Union representative will check in at the  
26 Hospital Security Desk and wear a Hospital-issued identification badge.

27

28 **B. Union Meeting Space.** The Union may utilize conference rooms or other  
29 available room at the Hospital for official Union meetings of Hospital nurses in the  
30 bargaining unit, confined to contract negotiations and administration matters, subject to  
31 advance scheduling and availability. Any nurse who so desires shall be entitled to  
32 attend such meetings during nonworking time.

1 **ARTICLE 35 — UNION REPRESENTATIVES**

2 **A.** The Hospital will make good faith reasonable efforts to grant a nurse's request for  
3 prescheduled leave for the nurse to attend programs of the Union and to attend  
4 negotiation sessions scheduled with the Hospital.

5  
6 **B.** When a request is granted pursuant to paragraph A above, the nurse will comply  
7 with the Hospital's policy regarding utilization of PTO. If the nurse does not want to  
8 utilize PTO, the Hospital will make good faith reasonable efforts to arrange the nurse's  
9 regular FTE around the requested time off. If, because of patient care needs, the  
10 Hospital cannot arrange the nurse's regular FTE around the requested time off, the  
11 nurse may take an unpaid day to attend a negotiation meeting.

12  
13 **ARTICLE 36 — GRIEVANCE PROCEDURE**

14 **A. Grievance Defined.**

15 A grievance is defined as any dispute by a nurse over the Hospital's interpretation and  
16 application of the provisions of this Agreement.

17 1. During a nurse's introductory period, the nurse may present grievances under  
18 this Article to the same extent as a post-introductory period nurse, except that discipline  
19 and continued employment of an introductory period nurse will be determined  
20 exclusively by the Hospital and will not be subject to this Article.

21  
22 **B. Pre-Grievance Discussion.**

23 A nurse who believes that the Hospital has violated provisions of this Agreement is  
24 expected to discuss the matter with the nurse's immediate supervisor before  
25 undertaking the following grievance steps.

26  
27 **C. Grievance Procedure.**

28 A grievance will be presented exclusively in accordance with the following procedure:

29 1. Step 1 -- If a nurse has a grievance, he or she may submit it in writing to the  
30 nurse's Nurse Manager within fifteen (15) calendar days after the date when the nurse  
31 had knowledge or, in the normal course of events, should have had knowledge of the  
32 occurrence involved in the grievance (ten (10) calendar days after the date of notice of  
33 any discharge or other discipline which is the subject of the grievance). Only a nurse  
34 who was actually involved in the occurrence may present a grievance, unless any nurse

1 who is an officer or steward of the bargaining unit presents a group grievance where the  
2 occurrence actually involved at least four (4) nurses. The written grievance will describe  
3 the alleged violation of this Agreement and the date of the alleged violation, identify the  
4 Agreement provision alleged to have been violated, and set forth the nurse's proposed  
5 resolution of the grievance. The Nurse Manager will review the grievance and offer to  
6 meet with the grievant(s) within ten (10) calendar days after having received the  
7 grievance. The Nurse Manager will transmit a written reply within ten (10) calendar  
8 days after such meeting, or within fifteen (15) days of receiving the grievance if no  
9 meeting is held.

10  
11 2. Step 2 -- If the grievance is not resolved, the nurse may submit the grievance in  
12 writing to the Hospital's Nurse Executive within ten (10) calendar days after the date the  
13 nurse received the Nurse Manager's Step 1 reply (but not later than twenty (20)  
14 calendar days after the nurse submitted the grievance at Step 1, if the nurse has not  
15 received the Step 1 reply). The Nurse Executive, or his or her designee, will review the  
16 grievance and offer to meet with the grieving nurse and a Union representative within  
17 ten (10) calendar days after having received the grievance. Within ten (10) calendar  
18 days after a meeting between such Hospital representative, the grievant, and the  
19 grievant's Union representative, the Nurse Executive, or designee, will transmit a written  
20 decision to the grievant and the Union.

21  
22 3. Step 3 -- If the grievance is not resolved to the nurse's satisfaction at Step 2, the  
23 nurse may present the grievance in writing to the Hospital's Administrator within ten (10)  
24 calendar days after receipt of the reply in Step 2 or, if that reply has not been received  
25 by then, within ten (10) calendar days after the expiration of time provided in Step 2 for  
26 the reply. The Administrator will review the grievance and meet with the grievant,  
27 grievant's representative, and the Nurse Executive to discuss the grievance within ten  
28 (10) calendar days after having received the grievance. The Hospital Administrator  
29 shall transmit a written response to the grievant and the Union within ten (10) calendar  
30 days of the meeting.

31  
32 4. Step 4 -- If the grievance is not resolved on the basis of the foregoing procedure,  
33 the Union may submit the grievance to arbitration by notifying the Hospital's Director of  
34 Human Resources in writing within ten (10) days from receipt of the Administrator's

1 response, or if the written response is not received within that time period, within twenty  
2 (20) days after proper presentation of the grievance to Step 3. The following procedure  
3 will be followed for any grievance proceeding to arbitration:

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

10

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

13

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

17

18 (d) Expenses and compensation of the arbitrator will be divided equally between the  
19 Hospital and the Union.

20

21 **D. Timeliness.**

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

25

**ARTICLE 37 — NO STRIKE/NO LOCKOUT**

26 In view of the importance of the operation of the Hospital's facilities to the community,  
27 the Hospital and the Union agree that during the term of this Agreement, (1) the  
28 Hospital will not engage in any lockout, and (2) neither the Union nor nurses will engage  
29 in any strike, sympathy strike, walkout, slowdown, other actual or attempted  
30 interruptions of work, picketing of the Hospital, or interference with the orderly operation  
31 of the Hospital by either the nurses or the Union. This provision does not prohibit a  
32 nurse from engaging in other, lawful expressions of speech on the nurse's own time,  
33 provided that such activity does not interfere with any employee's assigned work or  
34 otherwise violate the provisions herein.



1 **ARTICLE 38 — SEPARABILITY**

2 **A.** The parties believe that this Agreement complies with applicable state and  
3 federal laws.

4  
5 **B.** This Agreement will be subject to all applicable local, state, and federal laws,  
6 present and future, including their pertinent rules and regulations. Should any provision  
7 or provisions of this Agreement be mutually determined by the parties or by a court of  
8 competent jurisdiction to be unlawful, such determination will not invalidate the  
9 remainder of this Agreement.

10  
11 **C.** All other provisions of this Agreement will remain in full force and effect for the  
12 life of this Agreement.

13  
14 **D.** In the event of such a determination, the parties will attempt to reach a mutually  
15 satisfactory replacement for the provision(s) determined to be unlawful.

16  
17 **ARTICLE 39 — SUCCESSORS**

18 **A.** In the event that the Hospital shall, by merger, consolidation, sale of assets,  
19 lease, franchise, or any other means, enter into an agreement with another organization  
20 that in whole or in part affects the existing collective bargaining unit in connection with  
21 the operation of a successor acute care facility on the Hospital's premises, then such  
22 successor organization shall be bound by each and every provision of this Agreement  
23 with respect to the bargaining unit.

24  
25 **B.** After the Hospital notifies the successor organization in writing of the above  
26 provision before entering into such agreement, the Hospital shall have no further  
27 obligations hereunder from date of takeover.

28  
29 **C.** The Hospital will also notify the Union of such action outlined in paragraph A, as  
30 soon as practical, provided, however, that such notification or lack of notification will not  
31 affect the provisions of paragraph B.

32  
33 **ARTICLE 40 — PROFESSIONAL NURSING CARE COMMITTEE**

34 **A. Members.**

1 The Union shall appoint up to six (6) members of the bargaining unit to constitute the  
2 Professional Nursing Care Committee. There may be one (1) member from each of the  
3 following units: Surgical Services, Emergency Department, Critical Care, Senior  
4 Psychiatric, and Medical/Surgical.

5

6 **B. Meeting Time.**

7 The Committee shall meet not more than once per month at times that do not conflict  
8 with routine duty assignments. Each Committee member shall be entitled to up to two  
9 (2) paid hours per month at the nurse's regular straight-time rate for the purpose of  
10 attending Committee meetings. During the final month of the PNCC disbursement  
11 calendar (generally, April or May of each year), each Committee member will be entitled  
12 to an additional four (4) paid hours at the nurse's regular straight-time rate.

13

14 **C. Matters for Consideration.**

15 The Committee shall consider matters related to nursing practice, nursing processes,  
16 the implementation of Article 13 (including distribution of educational funds), and other  
17 matters which are not proper subjects to be processed through the grievance  
18 procedure.

19

20 **D. Agenda and Minutes.**

21 The Committee shall prepare an agenda and keep minutes of all of its meetings, copies  
22 of which shall be provided to the Chief Nurse Executive within seven (7) days of the  
23 meeting.

24

25 **E. Chief Nurse Executive.**

26 The Committee may from time to time invite the Chief Nurse Executive or her/his  
27 designee to its meeting at mutually agreeable times for the purpose of exchanging  
28 information or to provide the Chief Nurse Executive with recommendations on pertinent  
29 subjects. The Chief Nurse Executive shall respond in writing to any written  
30 recommendations provided by the PNCC within thirty (30) days. Management may  
31 elect to send the Chief Nurse Executive or his/her designee to the PNCC meeting to aid  
32 in the consideration of matters related to nursing practice and nursing processes.

1 **ARTICLE 41 – STAFFING**

2 **A. Staffing Concerns.**

3 Nurses are encouraged to raise staffing concerns. For specific staffing concerns, the  
4 Hospital will make available a form that is mutually agreeable to the Hospital and the  
5 Union. Nurses will leave completed forms in a designated place. The Hospital will not  
6 discourage the reporting, documentation and submission of such forms. The Hospital  
7 will make the staffing committee minutes available on the PMH nursing website.

8  
9 **B. Hospital Staffing Plan.**

10 The Hospital will comply with the provisions of ORS 441.162 regarding a written staffing  
11 plan for nursing services to be developed, monitored, evaluated and modified by a  
12 hospital staffing plan committee.

13  
14 In collaboration with unit leadership, each unit may evaluate acuity tools if demonstrated  
15 that the tool may be appropriate to the patient population. The unit may then  
16 recommend the tool to the Staffing Effectiveness Committee.

17  
18 **ARTICLE 42 – DURATION AND TERMINATION**


19 This Agreement will be effective as of the date of the ratification by the nurses, except  
20 as specifically provided otherwise, and will remain in full force and effect until May 31,  
21 2019, and from year to year thereafter unless either party serves written notice on the  
22 other to modify, amend, or terminate this Agreement, at least ninety (90) days before  
23 May 31, 2019, or any subsequent anniversary thereof.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first hereinabove mentioned.

PROVIDENCE MILWAUKIE HOSPITAL

OREGON NURSES ASSOCIATION

  
\_\_\_\_\_  
Lisa Halvorsen

  
\_\_\_\_\_  
Laurie Nilsson

  
\_\_\_\_\_  
Chris Hatch

  
\_\_\_\_\_  
Renee White

  
\_\_\_\_\_  
Jessica Monego

  
\_\_\_\_\_  
Katie Nelson

  
\_\_\_\_\_  
Sasha Meyer

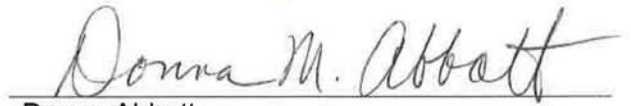
  
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Julie Davison

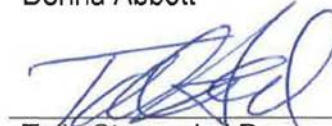
  
\_\_\_\_\_  
Craig Norton

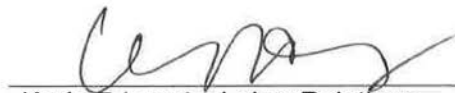
  
\_\_\_\_\_  
Marie Teela

  
\_\_\_\_\_  
Julie Smith

  
\_\_\_\_\_  
Tracey Parris

  
\_\_\_\_\_  
Donna M. Abbott  
Donna Abbott

  
\_\_\_\_\_  
Talia Stoessel, J.D.

  
\_\_\_\_\_  
Karly Edwards, Labor Relations  
Representative

## APPENDIX A — CERTIFICATIONS

### Medical/Surgical

<b>CCRN</b>	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
<b>RN-BC</b>	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
<b>RN-BC</b>	Gerontological Nurse	American Nurses Credentialing Center
<b>CMSRN</b>	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
<b>RN-BC</b>	Pain Management Nurse	American Nurses Credentialing Center
<b>CWOCN</b>	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
<b>CWS</b>	Certified Wound Specialist	American Academy of Wound Management
<b>CRNI</b>	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
<b>ONC</b>	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board
<b>PCCN</b>	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation

### Emergency

<b>CEN</b>	Certified Emergency Nurse	Board of Certification for Emergency Nursing
<b>CCRN</b>	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
<b>RN-BC</b>	Pain Management Nurse	American Nurses Credentialing Center
<b>SANE-P</b>	Sexual Assault Nurse Examiner-Pediatric	Forensic Nursing Certification Board
<b>SANE-A</b>	Sexual Assault Nurse Examiner-Adult	Forensic Nursing Certification Board
<b>CPEN</b>	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)

### Senior Psychiatric Unit

<b>RN-BC</b>	Gerontological Nurse	American Nurses Credential Center
<b>RN-BC</b>	Psychiatric – Mental Health Nursing	American Nurses Credentialing Center
<b>RN-BC</b>	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
<b>CMSRN</b>	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
<b>CRRN</b>	Certified Rehabilitation Registered Nurse	Association of Rehabilitation Nurses

### Critical Care

<b>CCRN</b>	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
<b>RN-BC</b>	Gerontological Nurse	American Nurses Credentialing Center
<b>RN-BC</b>	Pain Management Nurse	American Nurses Credentialing Center
<b>PCCN</b>	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation

### Surgical Services (Ambulatory Surgery Unit, Endoscopy, Post-Anesthesia Care Unit, Surgery)

<b>CAPA</b>	Certified Ambulatory Peri-Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
<b>CPAN</b>	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
<b>CNOR</b>	Certified Nurse Operating Room	Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing)
<b>RN-BC</b>	Gerontological Nurse	American Nurses Credentialing Center

<b>CGRN</b>	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
<b>RN-BC</b>	Pain Management Nurse	American Nurses Credentialing Center
<b>CRNI</b>	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
<b>CCRN</b>	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
<b>ONC</b>	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board

**Other**

<b>CWOCN</b>	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
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## APPENDIX B — SURGICAL SERVICES STANDBY AND CALL-BACK

1 The following standby and on-call policies shall apply to all regular nurses in surgical  
2 services, and those Per Diem nurses in surgical services who volunteer for standby  
3 assignments:

4 1. Assignment of Standby Shifts.

5 Regular and introductory nurses will be assigned a maximum of one (1) standby  
6 shift per week and one (1) weekend standby shift per month. Nurses will not be  
7 floated to another department during such standby or call-back shifts. Nurses  
8 may volunteer for additional standby shifts.

9  
10 2. Standby Hours.

11 Scheduled standby shifts may be designated on each unit.

12  
13 For pre-scheduled Operating Room weekday standby shifts (Monday at 5 p.m. through  
14 Saturday at 6:59 a.m.):

15 A. For nurses who are already working:

- 16 1. If standby time is needed at the end of a nurse's scheduled  
17 shift, standby hours will begin at 5:30 p.m.

18  
19 B. For nurses who are not already working:

- 20 1. If a nurse who is not already working picks up standby hours  
21 from an already-working nurse, the shift will start at 5:00 p.m.

- 22  
23 2. If a nurse is not already working and is scheduled for  
24 standby, that shift will start at 5:00 p.m.

25  
26 For pre-scheduled Operating Room weekend standby shifts, the weekend is defined as  
27 Saturday 7:00 a.m. to Monday at 6:59 a.m.

28  
29 For pre-scheduled PACU weekday standby shifts, if a nurse is not already working,  
30 standby time will start at 8:00 p.m. If a nurse is currently working, standby time will start  
31 when the nurse's MDO begins or once the nurse has clocked out at the end of their  
32 shift.



1 For pre-scheduled PACU weekend standby shifts, the weekend is defined as Saturday  
2 at 8:00 a.m. to Monday at 7:59 a.m.

3

4 Nurses will continue to flex their hours as requested by the Hospital to  
5 meet operational and patient care needs. The Hospital may, on occasion,  
6 request that the nurse start their standby hours earlier to meet patient care and  
7 operational needs.

8

9 In the instance operational needs dictate the scheduling of a second call  
10 team, those nurses would be provided standby consistent with Article 9(B)(2).

11

12 Minimum arrival times are as follows:

13 Operating Room: 30 minutes

14 PACU: 45 minutes

15

16 A nurse may not be scheduled on standby for more than 48 consecutive  
17 hours without the nurse's preapproval.

18

19 3. Standby Shifts.

20 The following provisions will apply to all standby shifts:

21 (a) Nurses will be paid at the standby rate set forth in Article 9.A  
22 for all hours on standby.

23

24 (b) Nurses who are on standby or who agree to report to work  
25 outside their regular schedule and with less than 4 (four) hours of notice,  
26 despite not being on standby, will be paid subject to the minimum hour  
27 call-back provisions in Article 9.B. This provision does not apply to  
28 changes to regularly scheduled work shifts.

29

30 (c) When nurses working can reasonably predict that their  
31 workload could cause them to work more than twelve (12) hours and they  
32 are unwilling or unable to do so, the nurses will alert the appropriate  
33 supervisor who will attempt to find volunteers to provide respite after 12  
34 hours.

1 (d) If a nurse is called in and works **on** shift and is unable to  
2 receive an eight (8) hour break before his or her normally scheduled shift,  
3 the nurse may elect to be placed on MDO from the beginning of the  
4 nurse's regular shift until he or she receives up to an eight (8) hour  
5 break, provided, however, that the maximum number of MDO hours in  
6 combination with the hours worked that day shall not exceed the length of  
7 the nurse's prescheduled shift. The nurse will then report for work after he  
8 or she receives an eight (8) hour break and work for the duration of the  
9 nurse's regular shift (and longer if agreeable to the nurse and the  
10 Hospital). If there are not four (4) hours left in the nurse's regular shift at  
11 the time the nurse reports to work, the nurse will be given the opportunity  
12 to work a minimum of four (4) hours.  
13

14 4. The Parties agree to create a workgroup to meet on at least two (2) different  
15 occasions for one (1) hour sessions before January 1, 2019 in order to discuss an extra-  
16 call incentive program. The Union will select two (2) total Operating Room nurses to  
17 attend the workgroup sessions. The Hospital will pay the nurses for their time. All  
18 parties shall mutually agree on the meeting time and location.

1 **APPENDIX C — CLINICAL LADDER**

2 The Clinical Ladder Program developed by the Nursing Task Force will be subject to  
3 termination or other modification only in accordance with Article 42, Duration and  
4 Termination, of this Agreement except that if the Clinical Ladder Board determines  
5 revisions to the Clinical Ladder Program are appropriate, the Board may request that  
6 the Hospital and the Union meet to review the proposed changes, and such changes  
7 may be made upon mutual agreement of the Hospital and Union.

8  
9 A nurse approved for, and participating in, the Clinical Ladder Program will receive an  
10 increase in his/her base hourly rate of pay under this Agreement at the applicable  
11 amount below for the nurse’s Clinical Ladder level:

12

<b>Clinical Ladder Level</b>	<b>Additional Amount to Be Added to Base Rate of Pay</b>
Level 1	\$1.50
Level 2	\$2.50
Level 3	\$4.00

13 If a nurse moves to a different department for any reason, the nurse will continue to  
14 receive the same clinical ladder pay differential until the expiration of the clinical ladder  
15 level.

16  
17 Within 120 days of ratification, the Hospital will meet with the Clinical Ladder Board in  
18 an effort to reach an agreement on improving the Clinical Ladder program and bringing  
19 it in alignment with the Hospital’s quality and operational goals. Absent mutual  
20 agreement between the Hospital and the Clinical Ladder Board, no changes will be  
21 implemented during the 2017-2019 contract period.

**APPENDIX D – HEALTH INSURANCE**

The Hospital and the Union agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of The Hospital’s employees, provided, however, that The Hospital agrees that the plan will have the following provisions in 2017 subject to the terms and conditions of the plans:

Benefits Eligibility: Any nurse who is regularly scheduled an FTE of 0.5 FTE to 0.74 FTE will be considered part-time for the purposes of benefits.

Any nurse who is regularly scheduled an FTE of 0.75 or greater will be considered full-time for the purpose of benefits.

**A. Medical Benefit Design In Network**

[NOTE – all charts have been updated to accurately reflect the 2017 medical plans]

<b>In-Network Plan Feature</b>	<b>Health Reimbursement (HRA) Medical Plan</b>	<b>Health Savings (HSA) Medical Plan</b>
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	PCP: 10% after deductible
Specialist	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Lab and x-ray	20% after deductible	20% after deductible
Alternative care (chiropractic, acupuncture)	20% after deductible Combined 12 visit limit per calendar year	20% after deductible Combined 12 visit limit per calendar year
Naturopathy	20% after deductible	20% after deductible
Outpatient behavioral health care providers	No Charge	Tier I: 10% after deductible Tier II: 20% after deductible

Outpatient hospital/surgery facility fees (except hospice, rehab)	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Inpatient hospital facility fees, including behavioral health	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Hospital physician fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Emergency room	Employer covers 100% after \$250 copay (copay waived if admitted)	20% after deductible
Urgent Care professional fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Pre-natal as Preventive Care	No Charge	No Charge
Delivery, and Post-Natal Provider Care	Tier I, Tier II: No Charge	Tier I: 10% after deductible Tier II: 20% after deductible N
Maternity Hospital Stay and Routine Nursery	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible

1 **B. Medical Premiums**

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

Level of Benefit	Health Reimbursement Medical Plan		Health Savings Medical Plan	
	2017	2018	2017	2018
Full Time				
Employee Only	\$11.50	\$11.80	\$0.00	\$0.00
Employee and child(ren)	\$22.50	\$23.10	\$11.00	\$11.30
Employee and Spouse/Partner	\$30.50	\$31.30	\$19.00	\$19.55
Employee and Family	\$42.00	\$43.10	\$30.00	\$30.85

<b>Part Time</b>	<b>2017</b>	<b>2018</b>	<b>2017</b>	<b>2018</b>
Employee Only	\$24.00	\$24.65	\$12.00	\$12.35
Employee and child(ren)	\$42.50	\$43.65	\$30.50	\$31.35
Employee and Spouse/Partner	\$55.00	\$56.45	\$43.00	\$44.20
Employee and Family	\$73.50	\$75.45	\$61.50	\$63.20

1

### C. Prescription Drug Design In-Network

<b>Plan Feature</b>	<b>Health Reimbursement (HRA) Medical Plan</b>	<b>Health Savings (HSA) Medical Plan</b>
Tier I Network Retail Pharmacies (30-day supply)	<ul style="list-style-type: none"> <li>Preventive: No Charge</li> <li>Generic: \$10 copay</li> <li>Formulary brand: 20% of cost after deductible (maximum \$150 per Rx)</li> <li>On-Formulary brand: 40% of cost after deductible (maximum \$150 per Rx)</li> </ul>	<ul style="list-style-type: none"> <li>Preventive: No Charge</li> <li>Generic: 10% after deductible</li> <li>Formulary brand: 20% of cost after deductible (maximum \$150 per Rx)</li> <li>On-Formulary brand: 40% of cost after deductible (maximum \$150 per Rx)</li> </ul>
Tier II Network Retail Pharmacies: (30-day supply)	<ul style="list-style-type: none"> <li>Preventive: No Charge</li> <li>Generic: \$10 copay</li> <li>Formulary brand: 30% of cost after deductible (maximum \$150 per Rx)</li> <li>On-Formulary brand: 50% of cost after deductible (maximum \$150 per Rx)</li> </ul>	<ul style="list-style-type: none"> <li>Preventive: No Charge</li> <li>Generic: 10% after deductible</li> <li>Formulary brand: 30% of cost after deductible (maximum \$150 per Rx)</li> <li>On-formulary brand: 50% of cost (maximum \$150 per Rx)</li> </ul>

Mail order (90-day supply)	3x retail copay	3x retail copay
Specialty (30-day supply) from Plan designated pharmacy network providers	20% of cost after deductible (maximum \$150 per Rx)	20% of cost after deductible (maximum \$150 per Rx)

#### D. Medical Savings Account

- 1
- 2 Nurses will have a choice of either a Health Reimbursement Account (HRA) or a Health
- 3 Savings Account (HSA) based on their medical plan election.

<b>Plan Feature</b>	<b>Health Reimbursement (HRA) Medical Plan</b>	<b>Health Savings (HSA) Medical Plan</b>
Earned health incentive contribution – up to Note: Amounts are prorated for nurses hired mid-year	\$700 Individual \$1,400 Family	\$700 Individual \$1,400 Family
Annual in-network net deductible (deductible minus health incentive)	\$450 per person \$900 max per family	\$800 employee only \$1,600 if covering dependents
Annual in-network out-of-pocket maximum (with in-network deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
Annual in-network net out-of-pocket maximum (with in-network deductible minus health incentive)	\$2,600 per person \$5,200 max per family	\$2,300 employee only \$4,600 if covering dependents
Annual out-of-network net deductible (deductible minus health incentive)	\$1,600 per person \$3,200 max per family	\$2,300 employee only \$4,600 if covering dependents
Annual out-of-network out-of-pocket maximum (with out-of-network deductible)	\$6,600 per person \$13,200 per family	\$6,000 employee only \$12,000 if covering dependents

Annual out-of-network net out-of-pocket maximum (with out-of-network deductible minus health incentive)	\$5,900 per person \$11,800 max per family	\$5,300 employee only \$10,600 if covering dependents
---	---	--

1 Any balance left in year in the Health Reimbursement Account (HRA) or the Health  
2 Savings Account (HSA) that is unused at the end of the plan year may be rolled over to  
3 the HRA or HSA account for the next plan year in accordance with the terms of the  
4 accounts. If the nurse has been employed for at least five (5) consecutive years with  
5 the Medical Center, he or she may use the money in the HRA deposited prior to 2016  
6 upon termination of employment for purposes permitted by the plan. Nurses on an  
7 unpaid leave may also use the balance in the HRA to pay for COBRA premiums.

8

9

**E. Coordination of Benefits.**

10 The plan provisions relating to the coordination of benefits will follow the provisions  
11 under the plan in 2017.

12

13

**F. Dental**

Plan Feature	Delta Dental PPO 1500		Delta Dental PPO 2000	
	PPO Dentist	Premier and Non-PPO Dentist	PPO Dentist	Premier and Non-PPO Dentist
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space Maintainers, Resin Restoration	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.
<b>Restorative</b>				
Fillings, Stainless Steel Crowns,	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost



Oral Surgery (teeth removal)				
Denture Insertion	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
Treatment of pathological conditions and traumatic mouth injuries				
General Anesthesia	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
Intravenous Sedation				
Endodontics	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoectomy				
<b>Major</b>				
Crowns, veneers or onlays, crown build ups,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Post and core on endodontically treated teeth,				
Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Surgical placement or removal of implants				

Annual Maximum that the plan pays	\$1,500 per person	\$2,000 per person
Annual Deductible Per person	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150
Orthodontia	Not covered	50% after \$50 lifetime deductible \$2,000 lifetime maximum

1 **G. Dental Premiums**  
2 The following are the premium contribution for the nurses for each pay period for a total  
3 of twenty four (24) pay periods for the year.

Level of Benefit	Delta Dental PPO 1500		Delta Dental PPO 2000	
	2017	2018	2017	2018
<b>Full Time</b>				
Employee Only	\$0.00	\$0.00	\$3.76	\$3.76
Employee and child(ren)	\$4.47	\$4.47	\$10.49	\$10.49
Employee and Spouse/Partner	\$7.45	\$7.45	\$14.98	\$14.98
Employee and Family	\$11.91	\$11.91	\$21.70	\$21.70
<b>Part Time</b>				
Employee Only	\$4.96	\$4.96	\$8.72	\$8.72
Employee and child(ren)	\$10.92	\$10.92	\$16.94	\$16.94
Employee and Spouse/Partner	\$14.89	4\$14.89	\$22.42	\$22.42
Employee and Family	\$20.84	\$20.84	\$30.63	\$30.63

4  
5 \*Employee is responsible for the budget/premium cost for the Delta Dental PPO 2000  
6 plan that exceed the subsidy provided for the Delta Dental PPO 1500 plan.

7  
8 **H. Vision**

Plan Feature	Vision Service Plan network providers
Eye Exam (every 12 months)	\$15.00 co-pay
Prescription Lenses (every 12 months)	

Single vision, lined bifocal and lined trifocal lenses	Covered in Full
Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating	Covered in Full
Polycarbonate lenses for dependent children	Covered in Full
Frame (every 24 months)	\$120 (or up to \$65 at Costco) and then 20% off any additional cost above \$120.
Contact Lens (every 12 months)	\$200 in lieu of prescription glasses

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

4  
5 **I. Vision Premiums.**

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

<b>Level of Benefit</b>		
<b>Full Time</b>	<b>2017</b>	<b>2018</b>
Employee Only	\$3.11	\$3.11
Employee and child(ren)	\$5.60	\$5.60
Employee and Spouse/Partner	\$6.22	\$6.22
Employee and Family	\$9.33	\$9.33
<b>Part Time</b>	<b>2017</b>	<b>2018</b>
Employee Only	\$4.98	\$4.98
Employee and child(ren)	\$8.96	\$8.96
Employee and Spouse/Partner	\$9.96	\$9.96
Employee and Family	\$14.93	\$14.93

## **J. Working Spouse Surcharge**

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

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

1. Does not have access to coverage through his or her employer
2. Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage)
3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage)
4. Is a Providence benefits-eligible employee
5. Has employer-provided medical coverage with an annual in-network out-of-pocket maximum for 2017 greater than \$6,600 for employee-only coverage and \$13,200 if covering dependents. The amount of the maximum may be adjusted annually, not to exceed the annually adjusted out-of-pocket limit under the Affordable Care Act or other measure as determined by the Plan in the event the Affordable Care Act is repealed during the term of the Contract.

1 **MEMORANDUM OF UNDERSTANDING—2019 MEDICAL INSURANCE BENEFITS**

2  
3 Providence Milwaukie Hospital (“the Hospital”) and the Oregon Nurses Association and  
4 Oregon Federation of Nurses and Health Professionals, Local 5017, American  
5 Federation of Teachers (“Unions”) acknowledge and agree:

6 1. As of the date of this memorandum, the Hospital has not yet decided upon  
7 a health benefits plan design for 2019.

8  
9 2. No later than September 15, 2018, the Hospital will provide notice to the  
10 Unions of any significant and material changes in the medical insurance plan design for  
11 2019 with regard to (a) the amount of net deductible (defined as deductible minus  
12 Health Reimbursement Account contributions from the Hospital), (b) the percentage of  
13 employee premium contribution, or (c) out-of pocket maximums.

14  
15 3. Within 30 days of such notice of significant and material changes in the  
16 medical insurance plan design, the Unions may request that Article 11 and Appendix D  
17 of the parties’ collective bargaining agreement be reopened.

18  
19 4. In the event that Unions exercise their right to reopen Article 11 and  
20 Appendix D, the terms of Article 37 (No Strike-No Lockout) will be suspended with  
21 regard to any dispute relating to Article 11 and/or Appendix D.

22  
23 5. This agreement will expire on May 31, 2019.  
24

1 **LETTER OF AGREEMENT**

2 **POTENTIAL REGIONAL COMMITTEE/TASK FORCE FOR HEALTH INSURANCE**

3  
4 The parties acknowledge that there is a shared interest in engaging employees in their  
5 own health and the impact of their health management on the insurance program  
6 offered by the Hospital.

7  
8 The parties also acknowledge there is a shared interest in the assessment of whether  
9 anticipated cost increases/decreases are realized, and whether there are plan design  
10 elements that might positively affect the cost of the most common diseases or reasons  
11 for utilization.

12  
13 The parties further acknowledge that Providence has the right and discretion to create a  
14 regional committee or task force to review relevant data and to provide input and  
15 recommendations as to whether the current insurance program is achieving the goals of  
16 improved wellness of employees and reduction in associated costs.

17  
18 The parties therefore agree that if Providence creates such a regional committee or task  
19 force that includes employees at more than one Providence facility in Oregon,  
20 representatives from this bargaining unit will be allowed representation on such  
21 committee or task force to the same degree allowed to other participating bargaining  
22 units, and in no case less than one fully participating member. The selected nurse  
23 representative(s) shall be paid for time spent attending meetings of the committee or  
24 task force.



1                   **LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING**

2

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

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

16

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

22

23           C.    The Hospital will determine the number of positions that the restructured  
24   health care unit or units will have.

25

26           D.    In the event of a health care unit restructure, the nurses joining The  
27   Hospital from the other employer will have their seniority calculated in accordance with  
28   Article 20 - Seniority. To the extent that such nurses do not have a record of hours  
29   worked, the parties will meet to agree upon a system to calculate the nurses’ seniority  
30   based on the other employer’s existing seniority system (if any), an estimate of hours  
31   worked, or on the nurses’ years worked for the other employer. The Union may revoke  
32   this Paragraph (D) regarding seniority if the other employer does not offer a similar  
33   agreement or policy with regard to health care unit restructuring with regard to giving  
34   The Hospital nurses, hired by the other employer in the event of a health care unit



1 restructure, reciprocal seniority.

2

3 E. If new positions result from the restructure, nurses from the unit or units  
4 affected by the restructure will be given the first opportunity to apply for those newly  
5 created positions. The job bidding and posting processes for such position will be  
6 worked out by the Union and The Hospital, but will generally adhere to the seniority  
7 and job posting provisions of Article 20 – Seniority. Any positions not filled by nurses  
8 from within that unit will then be posted and offered to other The Hospital nurses  
9 consistent with Article 20.

10

11 F. If as a result of a health care unit restructure there are any position  
12 reductions or eliminations at The Hospital, those will be handled according to Article 17  
13 – Staff Reduction.

14

15 G. The newly restructured unit or units at The Hospital will comply with all  
16 other provisions of the contract including Article 5 – Hours of Work.

17

18 H. Nurses' wage rates will be set in accordance with the provisions of Article  
19 7 - Compensation, including the provisions regarding experience and placement on  
20 wage steps. If as a result a newly hired nurse would be paid a rate less than he/she  
21 was paid at the nurse's prior employer, The Hospital will meet with ONA to discuss  
22 options, with consideration given to both the economic impact on the nurse and internal  
23 equity among the wage rates for existing nurses in the bargaining unit. All differentials  
24 will be paid to the nurse in accordance with Article 7 of the parties' collective bargaining  
25 agreement. If a nurse coming to the Hospital from another employer is then currently  
26 on a similar clinical ladder program, the nurse may apply for placement on the closest  
27 corresponding step on the Hospital's clinical ladder program (if one then exists), based  
28 on The Hospital's clinical ladder application schedule.

29

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









**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 OREGON NURSES ASSOCIATION and OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL 5017, AMERICAN FEDERATION OF TEACHERS Collective Bargaining Agreement with PROVIDENCE MILWAUKIE HOSPITAL, October 15, 2017 – May 31, 2019.

Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Your Mailing Address

\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Home Email: \_\_\_\_\_

Unit: \_\_\_\_\_ Shift: \_\_\_\_\_