

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 29, 2019– May 31, 2022

TABLE OF CONTENTS

ARTICLE 1 — RECOGNITION	1
ARTICLE 2 — DEFINITIONS	1
ARTICLE 3 — NON-DISCRIMINATION.....	2
ARTICLE 4 — MANAGEMENT RIGHTS	2
ARTICLE 5 — HOURS OF WORK	3
ARTICLE 6 — WORK SCHEDULES	7
ARTICLE 7 — COMPENSATION	9
ARTICLE 8 — DIFFERENTIALS	12
ARTICLE 9 — STANDBY COMPENSATION	15
ARTICLE 10 — EXTRA SHIFTS.....	15
ARTICLE 11 — HEALTH BENEFITS	17
ARTICLE 12 — PENSIONS	17
ARTICLE 13 — PROFESSIONAL DEVELOPMENT	18
ARTICLE 14 — PAID TIME OFF	20
ARTICLE 15 — EXTENDED ILLNESS TIME.....	25
ARTICLE 16 — FLOATING	28
ARTICLE 17 — STAFF REDUCTION.....	29
ARTICLE 18 — SEVERANCE	36
ARTICLE 19 — UNIFORMS.....	36
ARTICLE 20 — SENIORITY	36
ARTICLE 21 — INTRODUCTORY PERIOD AND DISCIPLINE	38
ARTICLE 22 — JOB VACANCIES	39
ARTICLE 23 — PERSONNEL FILES	40

ARTICLE 24 — EVALUATIONS..... 40

ARTICLE 25 — ETHICAL PRACTICES 41

ARTICLE 26 — TASK FORCE 41

ARTICLE 27 — EQUIPMENT 43

ARTICLE 28 — HEALTH AND SAFETY 43

ARTICLE 29 — LEAVES OF ABSENCE..... 44

ARTICLE 30 — UNION MEMBERSHIP 48

ARTICLE 31 — BULLETIN BOARDS 48

ARTICLE 32 — INFORMATION PROVIDED TO THE UNION 49

ARTICLE 33 — STEWARDS AND ORIENTATION..... 49

ARTICLE 34 — UNION ACCESS 50

ARTICLE 35 — UNION REPRESENTATIVES 50

ARTICLE 36 — GRIEVANCE PROCEDURE..... 51

ARTICLE 37 — NO STRIKE/NO LOCKOUT 53

ARTICLE 38 — SEPARABILITY 54

ARTICLE 39 — SUCCESSORS..... 54

ARTICLE 40 — PROFESSIONAL NURSING CARE COMMITTEE 54

ARTICLE 41 – STAFFING 55

ARTICLE 42 – DURATION AND TERMINATION..... 57

APPENDIX A — CERTIFICATIONS 58

APPENDIX B — SURGICAL SERVICES STANDBY AND CALL-BACK 61

APPENDIX C — CLINICAL LADDER..... 64

APPENDIX D – HEALTH, DENTAL, AND VISION INSURANCE (UPDATED) 65

**LETTER OF AGREEMENT POTENTIAL REGIONAL COMMITTEE/TASK FORCE
FOR HEALTH INSURANCE 77**

LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER

PROVIDENCE NURSES 78

LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING 79

**MEMORANDUM OF UNDERSTANDING – MEDICAL SURGICAL UNIT MEALS AND
BREAKS..... 82**

**MEMORANDUM OF UNDERSTANDING – Extra Call Shift Incentive for Vacated
Call Shifts – Surgical Services 83**

LETTER OF AGREEMENT: Sexual Assault Nurse Examiner (SANE) Program 85

LETTER OF UNDERSTANDING 88

1 **ARTICLE 1 — RECOGNITION**

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

10
11 **ARTICLE 2 — DEFINITIONS**

12 **A. Nurse** – A Registered Nurse currently licensed to practice professional nursing in
13 Oregon.

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

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

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

20 **E. Regular Nurse** – A Full-Time Nurse or a Part-Time Nurse who has completed
21 the Introductory Period.

22 **F. Variable Shift Nurse** – A Nurse who is full or part-time who does not have a set shift
23 or schedule.

24 **G. Charge Nurse** – A Staff Nurse who in collaboration with unit managers and
25 Nurse Supervisor, has unit leadership duties, including patient assignments for nurses,
26 bed planning, and who assist in patient care. The Charge Nurse is also responsible for
27 mentoring staff, providing real-time feedback, reporting performance issues, operational
28 problems, and care team concerns to unit management/Nurse Supervisor.

29 **H. Per Diem Nurse** - Any nurse whose job status is “per diem,” which means that
30 the nurse is not assigned an FTE, but is assigned by the Hospital to work as needed on
31 an intermittent or unpredictable basis.

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

5 **J. Benefit-Eligible Nurse** – A Full-Time or Part-Time Nurse.

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

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

13 **M. Workweek** – A seven-day period beginning at 12:01 a.m. Sunday.

14 15 **ARTICLE 3 — NON-DISCRIMINATION**

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

23 **B.** Nurses are encouraged to utilize the Hospital's internal complaint reporting
24 processes.

25 26 **ARTICLE 4 — MANAGEMENT RIGHTS**

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

30 **B.** Except as particular matters are specifically limited by this Agreement, the
31 Hospital has the exclusive right to operate and manage the Hospital, and the Hospital

1 retains all rights, powers, and authority inherent in the management function.

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

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

7

8

ARTICLE 5 — HOURS OF WORK

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

13 **B. Meal and Rest Periods.** The parties acknowledge the legal requirements and
14 the importance of rest and meal periods for nurses. The parties further acknowledge
15 that the scheduling of regular rest periods requires appropriate staffing and scheduling,
16 teamwork, professional accountability and active charge nurse involvement. The parties
17 therefore agree as follows:

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

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

22 a. Caregivers in each unit or department will have the opportunity to
23 participate with unit leadership in determining how meals and rest periods
24 are provided. This group will determine what reasonably available
25 information will help them with this process. The units will then use that
26 information to develop a process for scheduling nurses for the total
27 amount of rest and meal periods set forth in this section, to be presented
28 to staffing effectiveness committee for approval.

29 b. The preferred approach is to relieve nurses for two 15-minute rest
30 periods and one 30-minute meal period within an 8-hour shift, and three
31 15-minute rest periods and one 30-minute meal period within a 12-hour

1 shift. In accordance with the unit staffing plan, a nurse may combine
2 meals and/or breaks.

3 c. If a nurse believes that he or she is unable to take the breaks or
4 meal periods described above, the nurse will alert the unit Charge Nurse,
5 who will use the chain of command if necessary, to assist with providing
6 the nurse break relief.

7 d. If patient care needs require the nurse to remain at the nurse's duty
8 station during such meal period, the nurse will be paid for such time ,
9 and the nurse will be offered an unpaid meal period as soon as patient
10 care needs allow.

11 e. For surgical services nurses working a standard 10-hour shift, the
12 preferred approach is to relieve nurses for two 20-minute rest periods and
13 one 30- minute meal period within a 10-hour shift in Surgery, and three
14 15-minute rest periods and one 30-minute meal period within a 12-hour
15 shift.

16 f. Consistent with ORS 653.077, nursing mothers may take one thirty
17 (30) minute unpaid rest period during each four (4) hour work period for
18 the purpose of the expression of breast milk.

19 g. Nothing in this Article shall relieve the Hospital of its duty to provide
20 breaks and meals as required under state law nor shall anything be
21 construed to limit a nurse's potential remedies.

22 h. In the event nurses on a particular unit or units have concerns
23 about the implementation of about the availability of meal periods or
24 breaks on the unit in general, the concern may be raised with the Task
25 Force or the appropriate unit-based committee of their clinical division, in
26 addition to the remedies provided by the grievance procedure.

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

28 **C. Overtime Compensation.** Overtime compensation will be paid at one and one-
29 half (1-1/2) times the nurse's average regular straight-time hourly rate of pay plus all
30 differentials earned, consistent with applicable wage and hour law as of the date of
31 ratification of this agreement, for all hours worked either (1) in excess of forty (40) hours

1 in each workweek (thirty-six (36) hours for nurses regularly scheduled to work 12-hour
2 shifts); or (2) in excess of eight (8) hours in each day or 80 hours in a work period of
3 fourteen (14) consecutive days, if pursuant to an agreement or understanding in writing
4 between the nurse and the Hospital.

5 1. Overtime compensation will also be payable for all hours worked in a shift
6 in excess of the nurse's regularly scheduled shift duration. If the nurse has more
7 than one regularly scheduled shift duration, the applicable shift duration for
8 determining eligibility for overtime compensation under this section will be the
9 duration specified for the shift to be worked.

10 a. When the applicable shift duration for determining eligibility for
11 premium pay is less than 8 hours, excluding meal periods, overtime
12 compensation will be paid only for hours worked in excess of 8 in the shift.

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

16 **D. Assignment of Overtime.**

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

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

23 **E. Training Opportunities.** The compensation provisions of Section 9.B and
24 Section 17.B.4 of this Agreement shall not apply to a nurse who reports to work to
25 receive the benefit of or fulfill a training opportunity. This provision shall not apply to any
26 training which is mandatory or required for the nurse to maintain his/her current position.

27 **F. Mandatory Education.** Nurses shall make reasonable efforts to complete
28 mandatory education (such as HealthStream) and the annual nursing evaluation during
29 regularly scheduled shifts. If there is difficulty in finding adequate uninterrupted time
30 away from patient care duties to complete mandatory education or the nursing
31 evaluation, the nurse may bring this difficulty to the attention of his or her supervisor or

1 manager. The nurse and the manager will then work together to schedule a reasonable
2 amount of paid time away from patient care, consistent with patient care needs, for the
3 nurse to complete the education or evaluation at the Hospital. This may include during
4 periods of low census, with the approval of the nurse's manager and/or nursing
5 supervisor. Nurses who report for mandatory education or staff meetings at the request
6 of the Hospital outside of their regularly scheduled shift will be paid a minimum of one
7 (1) hour of pay regardless of the length of the education program or staff meeting.
8 All travel time incurred in conjunction with mandatory education not offered at the
9 Hospital campus will be paid in accordance with state and federal law and mileage
10 reimbursed in accordance with Hospital policy. It is the responsibility of the nurse to
11 record and timely report such time in accordance with Hospital policy.

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

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

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

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

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

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

29 **G.** A nurse may present a plan to the Task Force that outlines a plan to introduce a
30 mix of shift lengths in a department if the shift length changes are voluntary, does not
31 create additional overtime, does not impede patient care continuity, addresses a plan to

1 cover unplanned and planned absences, and does not create burdensome work for the
2 charge nurse. Such a plan will only be implemented with the agreement of the Task
3 Force.

4 5 **ARTICLE 6 — WORK SCHEDULES**

6 **A. Length of Schedules.** Work schedules will be prepared either for 1) each
7 calendar month, which will be posted four(4) weeks before the beginning of the month,
8 or 2) for two (2) consecutive pay periods, which will be posted four (4) weeks before the
9 beginning of the first of such pay periods. Once the schedule is posted, changes may
10 be made only with the mutual agreement of the affected nurse and the Hospital.

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

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

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

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

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

14 **F. Variable Shift Schedules.** The hospital may post variable shift positions to
15 facilitate the predictable scheduling of other regular nurses, minimize the potential for
16 MDO, and to help ensure adequate staffing for effective and safe patient care. When
17 the hospital posts a variable shift position, the hospital will work to minimize the impact
18 of such variable schedules. If a variable shift nurse has any concerns about a nurse's
19 schedule, that nurse may raise those concerns with the nurse's manager within one
20 week of the schedule being posted. The manager will then work with the nurse to
21 adjust the nurse's schedule and accommodate the nurse's concerns to the extent
22 possible. If the nurse still has concerns with the nurse's schedule, the nurse may
23 escalate the concern through the chain of command, and/or may raise the issue with
24 Task Force.

25 **G. Per Diem Schedules.**

26 a. To maintain per diem status, a nurse must submit availability as follows:
27 Prior to the scheduling period that includes May 1, 2020 per diem nurses
28 will only be required to make themselves available for two (2) shifts during
29 a four (4) week scheduling period. Beginning the scheduling period
30 immediately following May 1, 2020 a per diem nurse must submit
31 availability for at least three (3) open shifts during each four (4) week

1 scheduling period. The three available shifts must include at least one of
2 the following: weekend, evening, night, holiday, or pre-scheduled call
3 shifts as defined within the unit. If a unit manager/scheduler is unable to
4 identify a list of open shifts in the schedule, each per diem nurse will still
5 submit at least three (3) shifts for which the nurse is available.

6 b. General Requirements:

7 i. Per Diem nurses hired specifically to evening/night shift, must provide
8 availability for evening/night shift openings.

9 ii. At least two (2) of the assigned shifts in a calendar year will be on a
10 holiday, rotated between winter and summer holidays.

11 iii. The nurse must meet the patient care education requirements.

12 iv. A nurse may completely opt out of one (1) schedule period each
13 calendar year, provided the nurse notifies their manager in advance of
14 the preparation of the work schedule.

15 c. A per diem nurse who does not meet the defined requirements or who
16 does not work any shifts for three (3) consecutive schedule periods in a
17 rolling year (unless the nurse manager has approved extenuating
18 circumstances in advance) will be considered to have voluntarily resigned.

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

25
26 **ARTICLE 7 — COMPENSATION**

27 **A. Wage Scale.**

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

30 Wage Increases:

31 Effective January 1, 2020: 2.75% across the board

1 Effective January 1, 2021: 2.5% across the board

2 Effective January 1, 2022: 2.5% across the board

Step	Current	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022
Start	\$37.89	\$38.93	\$39.90	\$40.90
1	\$39.95	\$41.05	\$42.07	\$43.13
2	\$41.26	\$42.39	\$43.45	\$44.54
3	\$42.59	\$43.76	\$44.85	\$45.98
4	\$44.37	\$45.59	\$46.73	\$47.90
5	\$46.83	\$48.12	\$49.32	\$50.55
6	\$47.29	\$48.59	\$49.80	\$51.05
7	\$47.75	\$49.06	\$50.29	\$51.55
8	\$48.00	\$49.32	\$50.55	\$51.82
9	\$48.24	\$49.57	\$50.81	\$52.08
10	\$48.69	\$50.03	\$51.28	\$52.56
11	\$49.27	\$50.62	\$51.89	\$53.19
12	\$49.86	\$51.23	\$52.51	\$53.82
13	\$50.21	\$51.59	\$52.88	\$54.20
14	\$50.58	\$51.97	\$53.27	\$54.60
15	\$50.99	\$52.39	\$53.70	\$55.04
16	\$51.49	\$52.91	\$54.23	\$55.58
17	\$52.00	\$53.43	\$54.77	\$56.13
18	\$52.52	\$53.96	\$55.31	\$56.70
19	\$53.03	\$54.49	\$55.85	\$57.25
20	\$53.55	\$55.02	\$56.40	\$57.81
21	\$54.18	\$55.67	\$57.06	\$58.49
23	\$54.68	\$56.18	\$57.59	\$59.03
25	\$55.26	\$56.78	\$58.20	\$59.65

Years of Experience at Each Step	
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
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 **B. Progression Requirements.**

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

5 **C. Experience.** A newly hired nurse may be hired at any Step, but not less than the

1 Step number that corresponds with the number of years of the nurse's related
2 experience as a nurse employee of an accredited acute care hospital(s) (including the
3 state hospital) or in a facility that has the equivalent patient populations. A year of
4 related experience under this section is 1,872 hours of work.

5 **D. Payroll Errors.** Time records will continue to be made available in each unit to
6 allow nurses to promptly research payroll errors and to promptly notify Human
7 Resources and/or the payroll department of any errors. If the Hospital causes an error
8 to an employee paycheck, an explanation will be provided to the employee within five
9 (5) business days. For errors that are five percent (5%) or more of the nurse's gross
10 wages due on the regular payday, the nurse may request a special correction check
11 through Human Resources. A correction check will be processed by the end of the third
12 business day after notification, excluding weekends and holidays, as long as the error
13 can be validated. Other corrections, once validated, will be included on the next regular
14 payroll check. The expedited processing of payroll corrections of less than five percent
15 of the nurse's gross wages shall be considered by Human Resources on a case-by-
16 case basis.

17 The Hospital will post a legend for employee paychecks on the Hospital website.
18

19 **ARTICLE 8 — DIFFERENTIALS**

20 **A. Certification Differential.**

- 21 1. Nurses may apply to the Hospital and will be paid a certification differential
22 of \$2.30 per hour as of the first pay period that includes the application
23 date, if the nurse has a current national specialty certification listed on
24 Appendix A that is relevant to the department where the nurse works the
25 majority of his or her hours. If a nurse moves to a different department for
26 any reason, the nurse will continue to receive the same certification pay
27 differential unless and until the certification expires, at which time the
28 nurse's certification pay will be re-evaluated based on the certifications
29 within the new department.
- 30 2. Eligibility for the certification differential will cease beginning with the first
31 full pay period following the expiration date of the certification, unless the

nurse submits proof to the Hospital of certification renewal before that date. If the proof is submitted to the Hospital after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

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

B. Shift Differentials.

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

1. The shifts are defined as follows:

Majority of the nurse's hours are between	Shift
0700 and 1500	Day
1500 and 2300	Evening
2300. and 0700	Night

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

2. Evening Shift Differential: Nurses will be paid an evening shift differential of \$2.70 per hour.

3. Night Shift Differential: Nurses will be paid a night shift differential of \$5.85 per hour.

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

C. Charge Nurse Differential. Charge nurses will be paid a differential of \$ 3.50 per hour for hours spent working in a charge nurse capacity.

D. Preceptor Differential. The Hospital will pay a qualified preceptor nurse a differential of \$2.00 per hour worked as a preceptor to perform coaching (1) of a newly hired nurse (including a re-entry nurse) during that nurse's orientation period, (2) of a nurse in a Hospital residency program, or (3) of a student nurse who is part of a

1 program specifically designed without a faculty member from the program present in the
 2 Hospital. The Hospital shall further have the discretion to assign preceptor duties to a
 3 qualified preceptor at the above- described rate in other circumstances it deems
 4 appropriate. This differential will not be paid for any unworked hours or for any hours
 5 when the nurse is not working as a preceptor.

6 **E. Inclusion in Regular Rate of Pay.** All differentials described in the CBA will be
 7 included in each nurse's regular rate of pay, as applicable, for purposes of calculating
 8 overtime under the Fair Labor Standards Act.

9 **F. Weekend Differential:** Effective the first full pay period including 11/1/2019, for
 10 weekend work, the nurse will be paid a weekend differential of \$1.75 per hour worked.
 11 This premium will not be paid for any unworked hours. Weekend differential will be paid
 12 for hours worked on weekend shifts, which are defined as shifts beginning within the
 13 period of 1900. Friday through 1859 p.m. Sunday.

14 **Weekend Bonus.**

15 Through the last pay period of October, 2019, FT, PT and Per Diem nurses will receive
 16 an annual lump sum bonus based on the total number of weekend hours actually
 17 worked annually (including hours called in from standby).

18 Bonuses will be paid during the last pay period of November, 2019. For purposes of this
 19 bonus, “annual” refers to the second pay period in October to the second pay period the
 20 following October.

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

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

Bonus Tier	Weekend hours worked on annual basis	Bonus Amount
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

1 **G. Per Diem Nurses.**

2 1. Per Diem nurses will be paid, in addition to the base rate of pay for regular
3 nurses listed in Section 7.A, a differential in lieu of benefits (including
4 benefits conferred in Articles 11, 14 and 15) in the amount of \$4.00 per
5 hour.

6 **H. Resource Nurse:** Upon notification to the hospital, Full and Part-time Resource
7 Nurses who are employed as a resource RN at the time of contract ratification will
8 receive a one-time bonus of \$2000 after the completion of two (2) consecutive years of
9 service as a Resource Nurse.

10
11 **ARTICLE 9 — STANDBY COMPENSATION**

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

14 **A. Standby Pay.** Nurses scheduled for or placed on standby shall be paid the sum
15 of \$ 4.60 for each hour of scheduled or non-scheduled standby.

16 **B. Call-Backs.** Time actually worked on a call-back while on scheduled standby
17 shall be paid for at one and one-half (1-1/2) times (two (2) times on a holiday) the
18 nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such
19 premium rate will apply only where (1) the nurse has first clocked out and then received
20 a call from the nurse's unit manager or designee asking the nurse to return to work or
21 (2) where the nurse continues his or her scheduled shift for 60 minutes or more. If the
22 nurse continues his or her scheduled shift for 59 minutes or less, the nurse will receive
23 one hour of the premium rate.

24 **C. Electronic Beepers.** The Hospital will make electronic beepers available for
25 nurses scheduled on standby.

26
27 **ARTICLE 10 — EXTRA SHIFTS**

28 **A. Extra Shift Benefit.** full-time or part-time nurse will be paid a differential of
29 \$18.00 per hour (\$19.00 for weekends) for all hours worked per week in excess of the
30 number of the nurse's regularly scheduled hours for the week (including regularly
31 scheduled weekend hours), when such excess hours result from the nurse's working

1 extra shift(s) of at least three (3) hours each in duration and performing direct patient
2 care, at the request of the Hospital.

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

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

8 b. Not worked because the Hospital required attendance at a specific
9 education program;

10 c. Not worked because the nurse was on a paid educational leave
11 from such hours.

12 2. Hours worked in determining eligibility for this differential will not include
13 hours worked as a result of trades or of being called in to work while on
14 standby (subject to paragraph 7 below regarding standby after canceling
15 an extra shift).

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

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

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

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

31 **B. Per Diem Nurse Eligibility.** A Per Diem nurse is eligible for the differential as

1 described in paragraph A above for hours worked in excess of thirty-six (36) hours per
2 work week, when such excess hours result from the Per Diem nurse working extra
3 shift(s) of at least three (3) hours each in duration at the request of the Hospital.
4

5 **ARTICLE 11 — HEALTH BENEFITS**

6 **A.** Each benefit-eligible nurse may choose to participate in the health insurance
7 benefits offered to a majority of the Hospital's other employees, in accordance with their
8 terms. From the insurance benefits offered, the nurse will select medical coverage
9 (Health Reimbursement Medical Plan or Health Savings Medical Plan: effective Jan. 1.
10 2020, the EPO Plan will be added as a third plan option) and, at the nurse's option,
11 coverage from among the following benefits: (1) dental coverage, (2) supplemental life
12 insurance, (3) voluntary accidental death and dismemberment insurance, (4) dependent
13 life insurance, (5) health care flexible spending account, (6) day care reimbursement
14 account, (7) vision care insurance, and (8) long-term disability insurance.

15 **B.** The Hospital will pay the premium cost of the medical and dental benefits
16 selected by each participating nurse for coverages offered under A above, up to the
17 amount of the applicable contribution levels provided to a majority of the Hospital's other
18 employees, based on category of coverage and full-time or part-time status. The
19 Hospital's medical and dental plans for bargaining unit nurses will have the same
20 premium contribution levels, deductibles, copayments and out of pocket maximums that
21 are in place for the majority of the Hospital's non-represented employees, provided that
22 the Hospital's health insurance plan for 2019 shall be in accordance with the provisions
23 of Appendix D attached hereto.

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

27 **D.** Coverage under the plans specified in paragraph A above will continue while a
28 nurse is on PTO or EIT.
29

30 **ARTICLE 12 — PENSIONS**

31 **A.** Nurses will participate in the Hospital's retirement plan in accordance with its

1 terms. The Hospital shall not reduce the benefits provided thereby unless required by
2 the terms of a state or federal statute during the term of this Agreement.

3 **B.** The Hospital will offer nurses the opportunity to participate in the Hospital's
4 403(b) and matching plans, in accordance with their terms.

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

9
10 **ARTICLE 13 — PROFESSIONAL DEVELOPMENT**

11 **A. Educational Leave.**

12 1. The Hospital will annually provide eight (8) hours of paid educational leave
13 for each regular nurse provided, however, that if a nurse must miss a
14 regularly scheduled shift in excess of eight (8) hours in order to attend an
15 approved education program, the nurse will be entitled to up to the length
16 of his or her regularly scheduled shift of paid educational leave for that
17 day. Such pay will be drawn from the 900 hour- pool described in Section
18 A(2).

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

28 a. Educational leave may not be carried over from one year to the
29 next.

30 b. A nurse will provide a certificate of completion for attending an
31 educational program and, upon request by the Hospital, submit a

1 report or make an oral presentation for the purpose of sharing the
2 contents of the educational program.

3 c. The Hospital may grant additional educational leave in cases it
4 deems appropriate.

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

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

14 **B. Educational Funds.** The Hospital will provide up to \$20,000 in each 12-month
15 period (June 1 to May 31) for assistance in paying for registration fees, required
16 materials, travel, meals, lodging and parking in conjunction with educational courses for
17 regular nurses and for Per Diem nurses who have worked at least 400 hours for the
18 Hospital in the preceding twelve months. One-quarter (1/4) of the annual amount
19 specified in the preceding sentence will be allocated to each calendar quarter of that 12-
20 month period. Any part of such quarterly amount not used for a quarter will be carried
21 over to the next quarter, except that there will be no carryover to the next 12-month
22 period. A regular nurse will be eligible for a maximum of \$450 per 12-month period. If
23 any part of the above annual amount remains undistributed at the end of the 12-month
24 period, individual nurses who apply for expenses in excess of their individual maximums
25 (\$450) will be reimbursed on an equitable basis up to an additional \$650 annually. No
26 nurse will receive more than \$1,100 in education funds annually.

27 1. The Hospital will continue to pay for the registration fees necessary to
28 obtain ACLS, PALS, ENPC, NRP, and BCLS, and any certification or
29 education (other than degree programs) required by the nurse's manager
30 for the nurse's unit. For ACLS or BCLS certification or re-certification, the
31 nurse must take a course offered at Providence facilities or through a

1 Providence preferred educational provider to receive full payment for
2 registration fees; if the nurse takes a course elsewhere, he or she is
3 responsible for paying the amount that exceeds the fee charged at a
4 Providence facility or through a Providence preferred educational provider.

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

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

18
19 **ARTICLE 14 — PAID TIME OFF**

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

23 **B. Accrual.** Effective through the final pay period in 2019, benefit-Eligible Nurses
24 will accrue PTO as follows:

- 25 1. From and after the nurse's most recent date of employment until the
26 nurse's fourth (4th) anniversary of continuous employment--0.0924 hours
27 per paid hour, not to exceed eighty (80) paid hours per two (2) week pay
28 period (approximately twenty-four (24) days of PTO per year with 192
29 hours' pay for a Full-Time Nurse);
- 30 2. From and after the nurse's fourth (4th) anniversary of continuous
31 employment until the nurse's ninth (9th) anniversary of continuous

1 employment--0.11 hours per paid hour, not to exceed eighty (80) paid
2 hours per two (2) week pay period (approximately twenty-nine (29) days of
3 PTO per year with 232 hours' pay for a Full-Time Nurse);

4 3. From and after the nurse's ninth (9th) anniversary of continuous
5 employment--0.1308 hours per paid hour, not to exceed eighty (80) paid
6 hours per two- week pay period (approximately thirty-four (34) days of
7 PTO per year with 272 hours' pay for a Full-Time Nurse);

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

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

16 **B-2.** Effective January 5, 2020, regular nurses with an FTE of 0.5 – 1.0 will accrue
17 PTO as follows:

18 1. From and after the nurse's most recent date of employment until the
19 nurse's third (3rd) anniversary of continuous employment -- 0.0961 hours
20 per hour worked, not to exceed 80 paid hours per two-week pay period
21 (approximately 25 days of PTO per year with 200 hours' pay for a full-time
22 nurse);

23 2. From and after the nurse's third (3rd) anniversary of continuous
24 employment until the nurse's fifth (5th) anniversary of continuous
25 employment--0.1078 hours per hour worked, not to exceed 80 paid hours
26 per two-week pay period (approximately 28 days of PTO per year with 224
27 hours' pay for a full-time nurse);

28 3. From and after the nurse's fifth (5th) anniversary of continuous
29 employment until the nurse's tenth (10th) anniversary of continuous
30 employment--0.1154 hours per hour worked, not to exceed 80 paid hours
31 per two-week pay period (approximately 30 days of PTO per year with 240

1 hours' pay for a full-time nurse);

2 4. From and after the nurses' tenth (10th) anniversary of continuous
3 employment until the nurses' fifteenth (15th) anniversary of continuous
4 employment - 0.1260 hours per hour worked, not to exceed 80 hours per
5 two-week pay period (approximately 33 days of PTO per year with 264
6 hours' pay for a full-time nurse);

7 5. From and after the nurses' fifteenth (15th) anniversary of continuous
8 employment - 0.1346 hours per hour worked, not to exceed 80 hours per
9 two-week pay period (approximately 35 days of PTO per year with 280
10 hours' pay for a full-time nurse);

11 **The number of hours is based on an 8 hour shift or 80 hours per pay period.

12 6. For regular nurses on schedules consisting of three (3) days each week,
13 with each workday consisting of a 12-hour shift, or four (4) days each
14 week, with each workday consisting of a 9-hour shift, the accrual rates in
15 paragraphs B-2.1 – 5 immediately above will be changed to 0.1004,
16 0.1122, 0.1197, 0.1314, and 0.1389 hours, respectively, per paid hour, not
17 to exceed 72 paid hours per two-week pay period.

18 Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1
19 ½) times the applicable annual accrual set forth above.

20 **C. Definition of a Paid Hour.** A paid hour under B above will include only hours
21 directly compensated by the Hospital and mandatory days off; and will exclude
22 overtime hours, unworked pre-scheduled standby hours, hours compensated through
23 third parties, hours paid in lieu of notice of termination, or hours while not classified as a
24 benefit-eligible nurse. A paid hour includes hours taken as PTO and EIT.

25 **D. Pay.** PTO pay will be at the nurse's straight-time hourly rate of pay, including
26 regularly scheduled shift differential at the time of use. PTO pay is paid on regular
27 paydays after the PTO is used.

28 **E. Scheduling.** In scheduling PTO, the Hospital will provide a form for each eligible
29 nurse to submit written requests for specific PTO.

30 1. The Hospital will make good faith efforts to accommodate as many
31 requests for time off at any one time as possible, consistent with its

1 operational needs, as determined by the Hospital in its sole discretion. If
2 nurses within a unit and shift request more dates for PTO than the
3 Hospital determines to be consistent with its operating needs, then
4 preference in scheduling PTO will be as follows:

- 5 a. For pre-scheduled PTO for each twelve (12) month period
6 beginning on June 1 and continuing through May 31 of the following
7 year, requests submitted between November 1 and January 1 shall
8 be granted in order of seniority for nurses within the unit and shift.
9 The Hospital will grant or deny such requests by January 15.
10 Nurses will not be granted more than three (3) weeks off during the
11 period of June 1 through August 31, except that if there are no
12 conflicting requests the Hospital will grant additional time off
13 consistent with its determination of operating needs.
- 14 b. PTO requests submitted after January 1 will be granted in order of
15 the Hospital's receipt of the written requests for nurses within the
16 unit and shift. Nurses may submit PTO requests electronically to
17 assure timely submission. The Hospital will grant or deny such
18 requests within two (2) weeks following their receipt.
- 19 c. Notwithstanding the order of granting requests set forth above, the
20 Hospital will attempt to rotate holiday work. PTO will be granted
21 only if a sufficient amount of PTO will have accrued for use on the
22 requested dates. Moreover, PTO requests shall not be converted
23 to requests for unpaid time off absent Hospital approval, provided
24 that previously approved time off will not be rescinded if the nurse's
25 shortage of PTO is directly due to PTO taken for mandatory MDO's.

26 **F. Use.**

- 27 1. Accrued PTO may be used in or after the pay period following the pay
28 period when accrued.
- 29 2. PTO will be used for any absence of a quarter hour or more, except that
30 the nurse may choose to use or not to use PTO for time off:
- 31 a. When a nurse is on a mandatory day off, by making the appropriate

1 entry on the nurse's timecard;

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

4 3. PTO may be used in addition to receiving workers' compensation benefits
5 if EIT is not available, up to a combined total of PTO, EIT (if any), and
6 workers' compensation benefits that does not exceed two-thirds (2/3) of
7 the nurse's straight-time pay for the missed hours. Effective January 5,
8 2020, nurses can choose to have available PTO hours used to
9 supplement workers' compensation benefits up to 100 percent of pay
10 while out on an approved leave.

11 4. Effective January 5, 2020, available PTO hours can also be used to
12 supplement short-term disability and paid parental leave benefits up to
13 100 percent of pay for the life of the claim or until PTO is exhausted.

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

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

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

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

29 3. If an observed holiday occurs on a Saturday or Sunday, nurses in units
30 that are regularly scheduled only Monday through Friday will observe the
31 holiday on the Friday or Monday that is closest to the holiday and

1 designated by the Hospital.

- 2 4. Night shift nurses will receive holiday pay only for the hours worked on the
3 actual holiday.

4 **H. Change in Status.** A nurse's unused PTO account will be paid to the nurse in
5 the following circumstances:

- 6 1. Upon termination of employment, if the nurse has been employed for at
7 least six (6) months and, in cases of resignation, if the nurse has also
8 provided two (2) weeks' notice of intended resignation.
- 9 2. Upon changing from benefit-eligible to non-eligible status, provided the
10 nurse has been employed for at least six (6) months at the time of the
11 change.

12 **I. Short-Term Disability/Paid Parental Leave.** Providence will provide a Short
13 Term Disability and Paid Parental Leave benefit effective the first full pay period
14 following 1/1/2020. For benefits-eligible nurses, short term disability and/or paid parental
15 leave benefits will be paid at 65% of the employee's base rate of pay plus shift
16 differential, plus certification premium, plus clinical ladder pay, if applicable. In no case
17 will Providence deduct any amount from nurses pay to provide Short Term
18 Disability/Paid Parental Leave benefit and will reimburse employees for any deduction
19 that is made without a nurses' explicit authorization relating to an equivalent short term
20 disability plan.

21

22 **ARTICLE 15 — EXTENDED ILLNESS TIME**

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

25 **B. Accrual.** Through January 4, 2020, benefit-eligible nurses will accrue 0.0270
26 EIT hours per paid hour, not to exceed eighty (80) paid hours per two-week pay period
27 (approximately seven (7) days of EIT per year with fifty-six (56) hours' pay for a full-time
28 nurse). A paid hour under this section is defined the same as a paid hour under the
29 PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.
30 Effective with the pay period that begins Sunday, 1/5/2020, no further EIB accruals will
31 occur. All existing EIT accruals for then-current nurses shall be frozen as of that date

1 and shall be placed in an Extended Illness Bank for each respective nurse. Nurses
2 hired on or after January 5, 2020 will not accrue or participate in EIT.

3 **C. Pay.** EIT pay will be at the nurse's straight-time hourly rate of pay, including
4 regularly scheduled shift differential at the time of use. EIT pay is paid on regular
5 paydays after the EIT is used.

6 **D.1 Use. (Through January 4, 2020): Effective through January 4, 2020, EIT**
7 **continues to be available as follows:**

- 8 1. Accrued EIT may first be used in or after the pay period following three (3)
9 months of employment and then in or after the pay period following the
10 pay period when accrued.
- 11 2. EIT will be used for any absence from work due to the following:
 - 12 a. The nurse's admission to a hospital, including a day surgery unit, as
13 an inpatient or outpatient, for one or more days and any necessary
14 absence immediately following hospitalization.
 - 15 b. When a nurse receives outpatient procedures under moderate
16 sedation, spinal block, or general anesthesia in a free-standing
17 surgical center or in a surgical suite at a physician's office.
 - 18 c. The nurse's disabling illness after a waiting period of missed work
19 due to such condition that is equal to the shorter of three (3)
20 consecutive scheduled work shifts or twenty-four (24) consecutive
21 scheduled hours.
 - 22 d. Partial-day absences related to a single illness of the nurse, without
23 an intervening full scheduled shift being worked, after a waiting
24 period of missed work due to such condition that is equal to the
25 shorter of the equivalent of three (3) regularly scheduled work shifts
26 or twenty-four (24) scheduled hours.
 - 27 e. After qualification for use under subparagraph (c) or (d) above and
28 a return to work for less than one (1) scheduled full shift, when the
29 nurse misses work due to recurrence of such condition.
 - 30 f. Approved parental leave under applicable law.
- 31 3. EIT may be used when the nurse is receiving workers' compensation pay

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

5 **D.2. Use (January 5, 2020-December 31, 2021):** Effective Jan. 5, 2020 and for a
6 period of two (2) years (through Dec. 31, 2021), accrued EIT may be used for the
7 following purposes:

- 8 1. Top-up short-term disability pay up to 100%.
- 9 2. Top-up paid parental leave pay up to 100%.
- 10 3. Top-up Workers' Compensation pay up to 100%
- 11 4. Use to care for a family member when out on an approved FMLA, after a
12 waiting period of missed work that is equal to three (3) days up to a
13 maximum of twenty-four (24) hours.
- 14 5. For absences shorter than seven (7) day, EIT can be used as described in
15 D.1. above.
- 16 6. For absences longer than seven (7) days, EIT can be used for scheduled
17 shifts missed during the 7-calendar day waiting period for short-term
18 disability benefits (regardless of whether STD is approved or denied)

19 **D.3. Use (January 1, 2022 – December 31, 2022):** Between January 1, 2022 and
20 December 31, 2022, accrued EIT may be used for an approved OFLA/FMLA to care for
21 a family member after the twenty-four (24) hour elimination period unless a paid family
22 leave plan is otherwise provided by statute.

23 **E. Change in Status.** Through January 4, 2020, upon changing from benefit-
24 eligible to non-eligible status, if the nurse has been employed for at least six (6) months,
25 the nurse's accrued but unused EIT will be placed in an inactive account from which the
26 nurse may not use EIT. Upon return to benefit- eligible status, the inactive account will
27 be activated for use in accordance with this Article. In the event of termination of
28 employment, a nurse's active and inactive accounts will be terminated and will not be
29 subject to cash-out, but such an account will be reinstated if the nurse is rehired within
30 six (6) months of the termination of employment.

31

1 **ARTICLE 16 — FLOATING**

2 **A.** Any nurse who voluntarily wishes to be a Float Nurse, as defined below, must
3 notify his or her manager, in writing on a form provided by the Hospital. Where
4 necessary to allow the nurse to voluntarily float, appropriate training will be provided by
5 the Hospital, with the approval of the manager of the receiving department.
6 The Hospital has the right to determine the number of Float Nurses it needs in a
7 calendar year. The Hospital shall exercise this right based on a reasonable estimation
8 of floating needs for the calendar year. In the event that the number of nurses providing
9 notification of their willingness to be a Float Nurse exceeds the number of Float Nurses
10 needed by the Hospital, selection will be made on the basis of seniority from among
11 those already cross-trained and then on the basis of seniority among those requesting
12 to be cross-trained.

- 13 1. To be a Float Nurse, the following criteria must be met:
- 14 a. The nurse must be currently cross-trained or, with the Hospital’s
15 agreement, be willing to be cross-trained to independently take a
16 patient care assignment on another unit(s).
 - 17 b. When the Hospital determines that floating is necessary to a
18 particular unit, and after the training described above, the nurse will
19 float to the unit(s) to which he or she has been cross-trained to
20 independently take a patient care assignment.
 - 21 c. The nurse may be floated to units other than those units for which
22 he or she has been trained, but will not be expected to
23 independently take a patient care assignment on such unit(s).
 - 24 d. The nurse must float at least five (5) times per quarter, when
25 requested by the Hospital.
 - 26 e. The Hospital will make good-faith reasonable efforts to notify a
27 nurse at least two hours before the shift that he or she will be
28 floated, when it is known to the Hospital. In any event, the Hospital
29 will inform the nurse as soon as possible.
- 30 2. A Float Nurse will not be assigned MDO time for more than one (1) full
31 shift per week, and will not be assigned more than 144 MDO hours (other

1 than voluntary MDO time) in a calendar year in accordance with Article
2 17.B.1(g). A voluntary MDO shall not count toward either of these limits. A
3 voluntary MDO shall not be granted, however, if the Hospital has
4 determined a need for the Float Nurse to float to another unit.

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

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

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

18 19 **ARTICLE 17 — STAFF REDUCTION**

20 **A. Definitions.** Staff reductions may occur by mandatory days off (MDOs) or by
21 layoff.

- 22 1. An MDO is defined as a staff reduction for all or part of a shift on a unit
23 because of Hospital projections of the staff needed for that unit and shift.
- 24 2. A layoff is defined as a staff reduction because of a position elimination or
25 long-term reduction in hours, unit closure or merger, or Hospital
26 projections that the staff reduction in a unit and shift will continue for more
27 than two (2) weeks.
- 28 3. A unit for purposes of a staff reduction is defined as Medical/Surgical,
29 Emergency Department ("ED"), Critical Care ("ICU"), Ambulatory Surgery
30 Unit ("ASU"), Post-Anesthesia Care Unit ("PACU"), Surgery ("OR"), North
31 Unit, South Unit, and such other units as may be added by Hospital or

1 result from a merger of units.

2 **B. MDO Procedure.**

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

- 6 a. Agency registered nurses
- 7 b. Traveler nurses
- 8 c. Providence Share Care registered nurses
- 9 d. Nurses whose work would be payable at overtime or incentive shift
10 premium rates
- 11 e. Volunteers, with the earliest request for time off given preference
- 12 f. Managers and supervisors taking a patient care assignment will
13 hand over their patient care assignment before additional nurses
14 are given MDO; however, managers and supervisors who have
15 specific skills and abilities necessary to patient care may continue
16 to perform those patient care duties.
- 17 g. Per Diem nurses
- 18 h. Remaining nurses in accordance with the unit's rotation system,
19 provided, however, that a Float Nurse who has already been
20 assigned 144 hours in a calendar year will be removed from the
21 MDO rotation on the Float Nurse's unit for the remainder of the
22 calendar year. If two nurses are equal in the unit's normal rotation,
23 the MDO will be assigned to the less senior nurse.

24 (1) A regular nurse will not be required to
25 take involuntary MDO more than once per pay
26 period unless all other similarly skilled nurses
27 working the same shift and department have also
28 taken MDO at least once during that same pay
29 period. Each unit will develop a system to best
30 effectuate this provision.

31 2. When a nurse is given an MDO, the Hospital may also assign the nurse to

1 standby during the canceled shift hours. Whether or not the nurse is
2 placed on standby, the nurse shall receive call back pay in accordance
3 with Article 9, Section B if they are called in to work.

- 4 3. If two or more nurses volunteer for an MDO at the same time, the MDO
5 shall be rotated based on who last received an MDO. If the nurses both
6 received an MDO on the same prior day, the MDO will be given to the
7 more senior nurse.
- 8 4. The Hospital will attempt to notify nurses by telephone that they will be
9 given an MDO at least two (2) hours before the nurse's shift begins. If the
10 Hospital fails to make this attempt, the nurse will not be given an MDO
11 prior to the start of his/her shift. A nurse who reports to work will be
12 guaranteed a minimum of four (4) hours of work or, if work is not available,
13 a minimum of four (4) hours of pay. If work is available but a nurse does
14 not wish to remain, the Hospital and the nurse may agree that the nurse
15 will not remain and work, in which case the nurse will not receive the four-
16 hour pay guarantee.
17 Each nurse must maintain a current phone number with the staffing office.
18 Failure to maintain a current phone number will relieve the Hospital of this
19 notice requirement.
- 20 5. If additional hours of work become available on the unit and shift after an
21 MDO is assigned, nurses from the unit and shift on MDO with standby will
22 be called in first, unless already working on another unit. The Hospital will
23 then attempt to call in nurses from the unit and shift on MDO who are not
24 on standby, but such nurses are not required to come to work.
- 25 6. If MDO time is needed on a unit and no nurse is able to be MDO'd
26 pursuant to paragraph B.1 above, a Float Nurse will be assigned tasks or
27 projects by the Hospital.

28 **A. Reduction in Force.**

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

- 1 2. For purposes of this article, “qualified” means that the nurse is able to be
2 precepted on site at The Hospital up to six weeks of assuming the new
3 role or position.
- 4 3. If the Hospital determines that a reduction in force as defined in Section A
5 of this article is necessary, a minimum of 45 days’ notice will be given to
6 the Union detailing purpose and scope of the reduction and the likely
7 impacted unit or units, shifts, and positions. The Hospital will provide the
8 Union with a list of open RN positions at The Hospital and, at the request
9 of the Union, at any other Providence facilities within Oregon. An “open
10 position” is any position for which the facility is still accepting applications.
- 11 4. Upon notice to the Union, representatives of The Hospital and the Union
12 will meet to discuss scope of the reduction and the likely impacted unit or
13 units, shifts, and positions as well as options for voluntary lay-offs
14 (including requests for voluntary layoff), reduction of the scheduling of
15 intermittently employed nurses, conversion from regular nurse status to an
16 intermittently employed nurse and FTE reductions (full-time nurses going
17 to part-time status). The Hospital will consider the options suggested by
18 the Union, but will not be required to implement the suggested options.
- 19 5. If after meeting with the Union, The Hospital determines that a reduction in
20 force is still needed the nurse or nurses on the unit or units to be impacted
21 will be given a minimum of 30 days’ notice. If there are any posted RN
22 positions within The Hospital at the time of a reduction in force, The
23 Hospital will wait to fill such positions with an external applicant until it has
24 become clear which nurses will be impacted by the reduction in force
25 (either laid off or displaced into another position), and those nurses have
26 had an opportunity to apply for those positions. The Hospital may
27 immediately post and fill nursing positions if either (1) it is apparent that
28 the nurses likely to be impacted by the reduction in force are not qualified
29 for the open position or (2) The Hospital has an urgent need to fill the
30 position for patient care reasons. The Hospital will inform other employers
31 within Providence-Oregon of the existence of the reduction in force, and

1 request that they consider hiring the impacted nurses, if any, for any open
2 positions.

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

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

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

20 c. Any initially displaced nurse may, within seven (7) calendar days of
21 his or her notification of the layoff, choose to accept layoff with
22 severance pay in lieu of further layoff rights or options. Such
23 severance pay will be based on the severance policy applicable to
24 non-represented employees then in effect, except that the nurse
25 will receive severance payments equal to seventy-five percent
26 (75%) of the severance wages available to non-represented
27 employees with the same number of years of service as the nurse.
28 In order to receive severance payments, the nurse will be required
29 to sign The Hospital's standard severance agreement that includes
30 a release of all claims (including the right to file any grievance
31 relating to the nurse's selection for layoff). Any nurse who chooses

1 severance (including a nurse who chooses severance and then
2 refuses to sign the severance agreement) forfeits any further rights
3 under this Article. Severance is not available to nurses who
4 become displaced due to the application of the 1 “bumping
5 rights” described below.

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

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

22 f. The displaced nurse will be laid off.

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

1 specific academic degree, non-mandatory national certifications,
2 disciplinary actions or work plans.

- 3 8. Recall from a layoff will be in order of seniority, provided the nurse or
4 nurses laid off is/are qualified to perform the work of the recall position. A
5 displaced nurse under any of the preceding sections or subsections of this
6 article, including recalled nurses under the previous sentence, will be
7 given preference for vacancies in the same unit and/or cluster, in order of
8 their seniority. Such recall rights continue for up to twelve (12) months
9 from date of displacement. It is the responsibility of the displaced nurse to
10 provide The Hospital with any changes in address, telephone number or
11 other contact information. If the displaced nurse fails to provide The
12 Hospital with such changes and The Hospital is unable to contact him or
13 her with available contact information, he or she forfeits any recall rights.
- 14 9. A nurse who immediately upon or within 12 months of being displaced
15 accepts a position in the bargaining unit will receive the:
- 16 a. certification pay for which they qualified in the last pay period prior
17 to displacement until the certification expires, at which time the
18 certification pay will be updated to the appropriate amounts in the
19 new unit; and
 - 20 b. clinical ladder pay for which they qualified in the last pay period
21 prior to displacement for a period of up to six (6) months while the
22 nurse updates their application for the clinical ladder.

23 **B. Workforce Reorganization.**

- 24 1. A workforce reorganization shall include staffing changes resulting from a
25 merger or on consolidation of two or more units, increases or decreases in
26 FTE status among bargaining unit members, and changes of positions
27 within a seniority pool.
- 28 2. Prior to implementing a workforce reorganization, the Hospital will provide
29 the Union a detailed tentative reorganization plan at least forty-five (45)
30 days in advance of the scheduled implementation date. The Hospital shall,
31 upon demand by the Union, bargain the impact of the workforce

1 reorganization.

- 2 3. In the event a unit reorganization involves reductions in FTEs, the
3 reduction in force procedures outlined in this Article 17 shall be followed.
4

5 **ARTICLE 18 — SEVERANCE**

6 The Hospital will give regular nurses two (2) weeks' notice of the termination of their
7 employment. If less than two (2) weeks' notice is given, then the number of working
8 days within such period for which notice has not been given shall be paid the nurse at
9 his or her regular rate of pay; provided, however, that no such advance notice or pay in
10 lieu thereof shall be required for nurses who are discharged for violation of professional
11 nursing ethics or discharged for cause.
12

13 **ARTICLE 19 — UNIFORMS**

14 The Hospital will maintain its current practice with regard to uniforms. Nurses who are
15 required to change at the Hospital into Hospital-required clothing will be permitted seven
16 (7) minutes included in the beginning and end of each scheduled shift to change into
17 and out of such clothing. Such nurses will clock in to change clothes, and then report to
18 work on their units. A nurse who clocks in on time, changes clothes and reports to work
19 on his or her unit within the seven-minute grace period will not be considered tardy. At
20 the end of the shift, the nurse will be expected to change clothes and then clock out
21 within the seven minutes of being released from duty.
22

23 **ARTICLE 20 — SENIORITY**

24 **A. Definition and Computation of Seniority.** Seniority means the length of
25 continuous employment by the Hospital since the nurse's most recent date of hire as a
26 bargaining unit nurse. Length of continuous employment will be computed on the basis
27 of hours paid at the straight-time rate or higher plus hours not worked as a result of
28 mandatory days off, subject to the following:

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

- 1 2. For a nurse’s full length of continuous employment preceding the close of
2 the pay period referenced in Paragraph 1 above, the nurse’s seniority
3 hours will be deemed equal to forty (40) hours per week.
- 4 3. Thereafter, within thirty (30) days of the close of the first pay period ending
5 in the months of January and July, the Hospital will furnish to the Union a
6 seniority list of nurses in the bargaining unit covering seniority hours
7 through such pay period.
- 8 4. The seniority of the nurses on the initial list referenced in Paragraph 1 and
9 on each semi-annual list thereafter will be fixed upon issuance of the list
10 until the next semi-annual seniority list is issued.
- 11 5. Between seniority lists, nurses entering the bargaining unit will be deemed
12 to have less seniority than all nurses with accrued seniority. The length of
13 continuous service of nurses without accrued seniority will be based on
14 their most recent date of starting work (not seniority hours) until they are
15 placed on a seniority list, at which time their length of continuous service
16 will be computed as set forth above.

17 **B. Service Outside Bargaining Unit.** A nurse who moves or has previously
18 moved from a position in the bargaining unit into other Hospital employment, without a
19 break in Hospital employment, will not continue to accrue additional seniority while in
20 such position. Upon returning to a position as a bargaining unit nurse, however, the
21 nurse will have his or her accrued seniority restored.

22 **C. Tie-Breaker.** When two employees have the same seniority, the employee with
23 the greater number of hours worked during the preceding thirteen (13) full pay periods
24 will be deemed to be more senior.

25 **D. Loss of Seniority.**

- 26 1. Seniority will be lost upon termination of employment or layoff in excess of
27 twelve (12) months.
- 28 2. An employee who is rehired by the Hospital within twelve (12) months of
29 voluntary resignation from the Hospital will not accrue seniority while not
30 employed, but will have his or her previous seniority restored upon rehire
31 (which means that the nurse will have his or her seniority date adjusted by

1 the length of time away from the Hospital).

2 **E. Exercise of Seniority.** An employee may use seniority under this Agreement
3 only when employed in a bargaining unit position or when applying for a vacant
4 bargaining unit position.

5
6 **ARTICLE 21 — INTRODUCTORY PERIOD AND DISCIPLINE**

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

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

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

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

1 workload or assignment), the nurse may request an adjustment to the plan to address
2 the changed circumstances.

3

4

ARTICLE 22 — JOB VACANCIES

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

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

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

22 **D. Transfers.** A nurse who transfers to a new position will receive an orientation to
23 such position.

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

1 positions at any time.

2

3

ARTICLE 23 — PERSONNEL FILES

4 **A. Contents.** The personnel file for a nurse will include evaluations, written
5 disciplinary notices, personnel action forms, commendations and awards, and
6 certification or licensure.

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

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

14 **D. Disciplinary Record.** After four (4) years, if no further disciplinary action is
15 applied, the employee may submit a written request seeking that written disciplinary
16 notices be removed from their file. Any removal of material from the personnel file shall
17 be at the sole discretion of the CNO and HR Director.

18

19

ARTICLE 24 — EVALUATIONS

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

25 **B. Evaluation Process.**

26 3. The Hospital will conduct performance reviews for each nurse on an
27 annual basis.

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

30 5. The nurse may provide to his or her manager input from up to two (2)
31 other employees regarding the nurse's performance, provided that such

1 input must be received at least fourteen (14) days prior to the scheduled
2 evaluation date.

3 6. Each nurse will be given an opportunity to review his or her performance
4 evaluation. The nurse will be given the opportunity to sign the evaluation
5 to indicate that he or she has received the evaluation. In addition, the
6 nurse will be given a copy of the evaluation.

7 7. The nurse may respond, in writing, with relevant comments to the
8 evaluation. Any such comments by the nurse will be placed in the nurse's
9 personnel file.

10 11 **ARTICLE 25 — ETHICAL PRACTICES**

12 The Hospital, the Union, and nurses acknowledge the standards for professional
13 practice established by state and federal law. It is the goal of the Hospital that no nurse
14 be required to engage in any practice contrary to federal or state law or regulation,
15 which includes any practice that is outside the scope of the nurse's professional practice
16 under Oregon law. Therefore, if a nurse has any concerns regarding this provision, the
17 nurse should discuss the issue with his or her immediate supervisor or manager, prior to
18 taking any other action.

19 20 **ARTICLE 26 — TASK FORCE**

21 **A. Purpose.** The parties reiterate their mutual commitment to quality patient care.
22 In a joint effort to assure optimal nursing care and to maintain professional standards, a
23 task force shall be established to examine nursing practice and staffing issues, including
24 health and safety, patient load, patient assignment, and equipment (including training on
25 equipment).

26 **B. Members.** The Union shall appoint three (3) members to the task force, at least
27 two (2) of whom shall be employed by the Hospital. The Hospital shall also appoint
28 three (3) members to the task force, and two (2) of them shall be the Chief Nurse
29 Executive and the Director of Human Resources or his/her designee, or such other
30 persons as may be designated by the Administrator in their place(s).

31 The Union may invite another member of the bargaining unit to attend a portion of a

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

9 **D. Unresolved Issues.** When members of the task force reach agreement on a
10 particular subject, the terms of the agreement thereafter will be implemented by the
11 Hospital. If the subject of discussion is a grievance or a matter subject to the grievance
12 procedure, and the members of the task force do not reach agreement on that subject,
13 the subject may then proceed through the grievance procedure. The fact that the task
14 force did not agree on a matter will not be grievable. The Union may invite the Hospital
15 Administrator to attend a meeting to discuss the unresolved issue subject to the
16 following terms:

- 17 1. The issue has been fully discussed with the task force members before
18 inviting the Administrator;
- 19 2. The Hospital Administrator is informed of the issue, in writing, in advance
20 of the meeting; and
- 21 3. Such attendance by the Hospital Administrator will occur not more than 2
22 times per calendar year.

23 **E. Co-Chairs and Meeting Minutes.** The task force will designate co-chairs to
24 prepare an agenda prior to each meeting. Minutes for each meeting will be prepared
25 and furnished to members of the task force prior to the next meeting. Each co-chair will
26 alternate months to chair the meeting. The minutes and information furnished by the
27 Hospital to the Union and its task force members in connection with the functioning of
28 the task force are to be deemed confidential, and may be disclosed to other persons
29 only by mutual agreement of the Hospital and the Union.

1 **ARTICLE 27 — EQUIPMENT**

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

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

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

28
29 **ARTICLE 28 — HEALTH AND SAFETY**

30 **A. Campus Safety Committee.**

31 1. At least two (2) bargaining unit nurses, selected by the bargaining unit

1 president from among volunteers, will be included in the Hospital's
2 Campus Safety Committee. The purpose of the Safety Committee will
3 include those duties outlined in ORS Chapter 656.

- 4 2. The bargaining unit nurses will be paid for time spent in the Campus
5 Safety Committee meetings and for up to one hour to perform Committee-
6 related duties. The Hospital and the nurses will work together to enable
7 the nurses to attend the Campus Safety Committee meetings as much as
8 reasonably feasible.
- 9 3. The Campus Safety Committee will be provided the summary and
10 statistics regarding safety issues that are provided in the Quarterly
11 Employee Health Report.

12 **B. General Obligations.**

- 13 1. The Hospital will comply with its obligations under Oregon and federal
14 laws and regulations regarding health and safety, which includes the right
15 of a nurse to report a concern regarding employee or patient safety,
16 without fear of reprisal. These laws shall be enforced in accordance with
17 applicable federal and Oregon law.
- 18 2. Nothing in this Article is intended to mean that the Union has assumed the
19 Hospital's obligations under applicable workplace safety laws.

20
21 **ARTICLE 29 — LEAVES OF ABSENCE**

22 **A. Personal Leave.**

- 23 1. Full-time and part-time nurses employed by the Hospital for at least six (6)
24 months of continuous service may be eligible for personal leave under the
25 following procedures:
 - 26 a. The nurse must submit to his or her manager a written request for
27 personal leave of absence, at least thirty (30) days prior to the start
28 date, whenever possible.
 - 29 b. The manager may approve the request for up to a six-month leave,
30 including requested extensions, if the nurse has a record of
31 satisfactory performance and replacement staff are available.

1 c. A personal leave will be unpaid, except that accrued PTO must be
2 used from the beginning of the leave.

3 2. Reinstatement: Upon returning to work from a personal leave of up to
4 three (3) months, the nurse will be reinstated in his or her former
5 assignment. Upon returning to work from a personal leave in excess of
6 three (3) months, the nurse will be reinstated in his or her former
7 assignment, if vacant; if the former assignment is not vacant, then the
8 nurse will be given preference for a vacancy for which the nurse applies in
9 his or her former unit.

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

13 **B. Family and Medical Leave.** Nurses covered by this Agreement are eligible for
14 parental, medical, family medical and pregnancy leaves in accordance with the
15 Hospital's leave of absence policy, which is designed to comply with the federal Family
16 and Medical Leave Act and the Oregon Family Leave Act. Family medical leave may be
17 taken under the policy:

- 18 1. To care for a newborn or newly adopted child, or upon placement of a
19 child for adoption or foster care (also referred to as a parental leave);
- 20 2. To recover from or seek treatment for a serious health condition of the
21 employee;
- 22 3. To care for a family member with a serious health condition; or care.
- 23 4. To care for a child suffering from an illness or injury that requires home

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

31 Employees are further entitled during such period to a maximum of twelve (12) weeks of

1 leave for a pregnancy related disability. Employees who take the full 12 weeks of
2 parental leave are entitled to an additional 12 weeks of leave to care for a sick child.

3 Leaves of absence under this section will be unpaid only after the nurse has exhausted
4 all of the nurse's accrued but unused PTO and EIT.

5 Regardless of eligibility for leave under FMLA or OFLA, nurses who have completed the
6 first six months of employment are eligible for up to six months of leave to care for their
7 own serious health condition. Such leave will not be available on an intermittent basis.

8 Time taken under FMLA or OFLA, or under the Personal Leave provisions of this Article
9 29, will count toward the six-month maximum. Benefits continue as required under
10 FMLA, or as long as the nurse is using PTO or EIT. Nurses are not guaranteed
11 reinstatement while on non-FMLA or OFLA medical leave to the same position except
12 as required by law.

13 **C. Military Leave.** Military leave will be granted in accordance with applicable
14 federal and Oregon law.

15 **D. Jury Duty.**

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

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

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

31 4. The nurse is expected to report to work on any scheduled work days that

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

6 **E. Witness Service.**

- 7 1. A nurse subpoenaed as a witness in a legal proceeding will be permitted
8 the necessary time off from scheduled work to perform such service. The
9 nurse must furnish his or her supervisor with a copy of the subpoena or a
10 signed statement from the attorney issuing the subpoena, as soon as it is
11 received, to be eligible for witness service leave.
- 12 2. The nurse will be paid his or her regular straight-time rate of pay plus
13 differentials for any scheduled hours of work missed while performing
14 witness service, for up to four (4) weeks of absence from scheduled work
15 in a calendar year, except that the nurse will not receive this pay if he or
16 she is a plaintiff or defendant and the proceeding is not related to the
17 nurse's work, the nurse is a claimant or part of a class of claimants against
18 the Hospital or any Providence Health System entity, or the nurse is
19 testifying for a fee as an expert witness. Any witness fees received in
20 connection with the subpoena will be retained by the employee.
- 21 3. The nurse is expected to report to work on any scheduled work days that
22 he or she is not scheduled to testify or if the testimony ends in time to
23 permit at least four (4) hours of work in the balance of the employee's
24 work schedule, unless the nurse and the supervisor agree that the nurse
25 will be excused from scheduled evening, night, or weekend work while the
26 nurse is under subpoena.

27 **F. Bereavement Leave.**

- 28 1. A regular nurse will be granted up to three (3) scheduled work days off as
29 bereavement leave for the death of an immediate family member,
30 provided that the leave is taken within a reasonable time of the family
31 member's death. Requests for bereavement leave must be submitted as

1 early as possible.

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

6 3. Immediate family members for this purpose include the nurse's spouse,
7 parent, child, sibling, grandparent, or grandchild; the nurse's spouse's
8 parent, child, or sibling; the nurse's child's spouse; or other person whose
9 association with the nurse was, at the time of death, equivalent to any of
10 the preceding relationships.

11 12 **ARTICLE 30 — UNION MEMBERSHIP**

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

16 **B.** The Hospital will deduct the amount of Union dues, as specified in writing by the
17 Union, from the wages of all nurses covered by this Agreement who voluntarily agree to
18 such deductions and who submit an appropriately written authorization to the Hospital.
19 Changes in amounts to be deducted from a nurse's wages will be made on the basis of
20 specific written confirmation by the Union received not less than one month before the
21 deduction. Deductions made in accordance with this section will be remitted by the
22 Hospital to the Union monthly, with a list showing the names and amounts regarding the
23 nurses for whom the deductions have been made. The Union will indemnify and hold
24 the Hospital harmless against any and all claims, demands, suits, and other forms of
25 liability that may arise out of, or by reason of action taken or not taken by the Hospital in
26 connection with, this section.

27 **ARTICLE 31 — BULLETIN BOARDS**

28 The Hospital will provide posting space for the Union of approximately 2' x 3', which will
29 be the exclusive places for posting of Union-related notices. Such postings will be
30 limited to (1) notices stating the date, time, and place of Union meetings for bargaining
31 unit members, with a limited description of the topic, and (2) notices that relate to

1 contract administration. The bulletin board space shall be provided in the staff lounge in
2 all nursing units. A copy of any notice to be posted shall be furnished to the Hospital's
3 Human Resources Department before posting.

4
5 **ARTICLE 32 — INFORMATION PROVIDED TO THE UNION**

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

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

13
14 **ARTICLE 33 — STEWARDS AND ORIENTATION**

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

17 **B.** The Union will provide copies of this Agreement to members of the bargaining
18 unit.

19 **C.** The Hospital will provide thirty (30) minutes during new hire nursing orientation
20 for a bargaining unit nurse designated by the Union to discuss contract negotiation and
21 administration matters with newly hired nurses. The Hospital will notify the Union or its
22 designee of the date and time for this purpose. A newly hired nurse will be paid for the
23 30-minute period. If the nurse designated by the Union has been released from
24 otherwise scheduled work during this period, the nurse's time for this purpose will be
25 paid.

26 **D. Contract Training.** Within 90 days of ratification, joint Union and Hospital
27 trainings will be conducted for interested nurses regarding changes to this Agreement
28 and areas where the parties agree there are many questions. The training will be jointly
29 designed and provided by the Union and Hospital Human Resources and will be held a
30 minimum of two (2) times in order to reach interested parties on different units and
31 shifts. All nurses who attend the training will be paid for the time attending such training,

1 and Charge Nurses will be encouraged to attend. Thirty (30) minutes at the end of each
2 training will be set aside for union-only presentation.

3
4 **ARTICLE 34 — UNION ACCESS**

5 **A. Representative Access.** Duly authorized representatives of the Union shall be
6 permitted at reasonable times to enter the facilities operated by the Hospital for
7 purposes of transacting Union business for this bargaining unit and observing conditions
8 under which nurses are employed. Before entering the premises, any Union
9 representative shall provide to the Director of Human Resources or his or her designee
10 advance written notice during regular business hours (generally 8-4:30 Monday through
11 Friday) of any such visit, unless such notice is waived by the Hospital. Such notice will
12 include the date and time of such visit, along with the unit or units to be visited.

13 Transaction of any business shall be conducted in an appropriate location subject to
14 general Hospital rules applicable to non-employees, shall not interfere with the work of
15 any employees or with patient-care needs, and shall be directly related to contract
16 negotiation and administration matters. The Union representative will check in at the
17 Hospital Security Desk and wear a Hospital-issued identification badge.

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

23
24 **ARTICLE 35 — UNION REPRESENTATIVES**

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

28 **B.** When a request is granted pursuant to paragraph A above, the nurse will comply
29 with the Hospital's policy regarding utilization of PTO. If the nurse does not want to
30 utilize PTO, the Hospital will make good faith reasonable efforts to arrange the nurse's
31 regular FTE around the requested time off. If, because of patient care needs, the

1 Hospital cannot arrange the nurse's regular FTE around the requested time off, the
2 nurse may take an unpaid day to attend a negotiation meeting.

3
4 **ARTICLE 36 — GRIEVANCE PROCEDURE**

5 **A. Grievance Defined.** A grievance is defined as any dispute by a nurse over the
6 Hospital's interpretation and application of the provisions of this Agreement.

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

12 **B. Pre-Grievance Discussion.**

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

16 **C. Grievance Procedure.** A grievance will be presented exclusively in accordance
17 with the following procedure:

- 18 1. Step 1 -- If a nurse has a grievance, he or she may submit it in writing to
19 the nurse's Nurse Manager within fifteen (15) calendar days after the date
20 when the nurse had knowledge or, in the normal course of events, should
21 have had knowledge of the occurrence involved in the grievance (ten (10)
22 calendar days after the date of notice of any discharge or other discipline
23 which is the subject of the grievance). Only a nurse who was actually
24 involved in the occurrence may present a grievance, unless any nurse
25 who is an officer or steward of the bargaining unit presents a group
26 grievance where the occurrence actually involved at least four (4) nurses.
27 The written grievance will describe the alleged violation of this Agreement
28 and the date of the alleged violation, identify the Agreement provision
29 alleged to have been violated, and set forth the nurse's proposed
30 resolution of the grievance. The Nurse Manager will review the grievance
31 and offer to meet with the grievant(s) within ten (10) calendar days after

1 having received the grievance. The Nurse Manager will transmit a written
2 reply within ten (10) calendar days after such meeting, or within fifteen
3 (15) days of receiving the grievance if no meeting is held.

4 2. Step 2 -- If the grievance is not resolved, the nurse may submit the
5 grievance in writing to the Hospital's Nurse Executive within ten (10)
6 calendar days after the date the nurse received the Nurse Manager's Step
7 1 reply (but not later than twenty (20) calendar days after the nurse
8 submitted the grievance at Step 1, if the nurse has not received the Step 1
9 reply). The Nurse Executive, or his or her designee, will review the
10 grievance and offer to meet with the grieving nurse and a Union
11 representative within ten (10) calendar days after having received the
12 grievance. Within ten (10) calendar days after a meeting between such
13 Hospital representative, the grievant, and the grievant's Union
14 representative, the Nurse Executive, or designee, will transmit a written
15 decision to the grievant and the Union.

16 3. Step 3 -- If the grievance is not resolved to the nurse's satisfaction at Step
17 2, the nurse may present the grievance in writing to the Hospital's
18 Administrator within ten (10) calendar days after receipt of the reply in
19 Step 2 or, if that reply has not been received by then, within ten (10)
20 calendar days after the expiration of time provided in Step 2 for the reply.
21 The Administrator will review the grievance and meet with the grievant,
22 grievant's representative, and the Nurse Executive to discuss the
23 grievance within ten (10) calendar days after having received the
24 grievance. The Hospital Administrator shall transmit a written response to
25 the grievant and the Union within ten (10) calendar days of the meeting.

26 4. Step 4 -- If the grievance is not resolved on the basis of the foregoing
27 procedure, the Union may submit the grievance to arbitration by notifying
28 the Hospital's Director of Human Resources in writing within ten (10) days
29 from receipt of the Administrator's response, or if the written response is
30 not received within that time period, within twenty (20) days after proper
31 presentation of the grievance to Step 3. The following procedure will be

1 followed for any grievance proceeding to arbitration:

- 2 a. In the event the parties are unable to agree on the arbitrator within
3 seven (7) days from the date the grievance is tendered at Step 4,
4 the arbitrator shall be chosen from a list of seven (7) names from
5 Metropolitan Portland furnished by the Federal Mediation and
6 Conciliation Service. The parties shall alternately strike one (1)
7 name from the list, with the first strike being determined by the flip
8 of a coin, and the last name remaining shall be the arbitrator for the
9 grievance.
- 10 b. The arbitrator will render a decision within thirty (30) days from the
11 close of the hearing.
- 12 c. The decision of the arbitrator shall be final and binding on both
13 parties. The arbitrator shall not have the power to add to, subtract
14 from, or modify the terms of this Agreement.
- 15 d. Expenses and compensation of the arbitrator will be divided equally
16 between the Hospital and the Union.

17 **D. Timeliness.** A grievance will be deemed untimely if the time limits set forth
18 above for submission of a grievance to a step are not met, unless the parties agree in
19 writing to extend such time limits.

20

21 **ARTICLE 37 — NO STRIKE/NO LOCKOUT**

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

31

1 **ARTICLE 38 — SEPARABILITY**

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

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

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

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

13
14 **ARTICLE 39 — SUCCESSORS**

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

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

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

27
28 **ARTICLE 40 — PROFESSIONAL NURSING CARE COMMITTEE**

29 **A. Members.** The Union shall appoint up to six (6) members of the bargaining unit
30 to constitute the Professional Nursing Care Committee. There may be one (1) member
31 from each of the following units: Surgical Services, Emergency Department, Critical

1 Care, Senior Psychiatric, and Medical/Surgical.

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

9 **C. Matters for Consideration.** The Committee shall consider matters related to
10 nursing practice, nursing processes, the implementation of Article 13 (including
11 distribution of educational funds), and other matters which are not proper subjects to be
12 processed through the grievance procedure.

13 **D. Agenda and Minutes.** The Committee shall prepare an agenda and keep
14 minutes of all of its meetings, copies of which shall be provided to the Chief Nurse
15 Executive within seven (7) days of the meeting.

16 **E. Chief Nurse Executive.** The Committee may from time to time invite the Chief
17 Nurse Executive or her/his designee to its meeting at mutually agreeable times for the
18 purpose of exchanging information or to provide the Chief Nurse Executive with
19 recommendations on pertinent subjects. The Chief Nurse Executive shall respond in
20 writing to any written recommendations provided by the PNCC within thirty (30) days.
21 Management may elect to send the Chief Nurse Executive or his/her designee to the
22 PNCC meeting to aid in the consideration of matters related to nursing practice and
23 nursing processes.

24

25

ARTICLE 41 – STAFFING

26 **A. Staffing Concerns.** Nurses are encouraged to raise staffing concerns. For
27 specific staffing concerns, the Hospital will make available a form that is mutually
28 agreeable to the Hospital and the Union. Nurses will leave completed forms in a
29 designated place. The Hospital will not discourage the reporting, documentation and
30 submission of such forms. The Hospital will make the staffing committee minutes
31 available on the PMH nursing website.

1 **B. Hospital Staffing Plan.** The Hospital will comply with the provisions of the
2 Nurse Staffing Law (currently ORS 441.152-441.192) relating to written staffing plan for
3 nursing services being developed, monitored, evaluated and modified by a hospital
4 staffing plan committee.
5 In collaboration with unit leadership, each unit may evaluate acuity tools if demonstrated
6 that the tool may be appropriate to the patient population. The unit may then
7 recommend the tool to the Staffing Effectiveness Committee.

1 **ARTICLE 42 – DURATION AND TERMINATION**

2 This Agreement will be effective as of the date of the ratification by the nurses, except
3 as specifically provided otherwise, and will remain in full force and effect until May 31,
4 2022 and from year to year thereafter unless either party serves written notice on the
5 other to modify, amend, or terminate this Agreement, at least ninety (90) days before
6 May 31, 2022, or any subsequent anniversary thereof.

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

APPENDIX A — CERTIFICATIONS

1

2 Universal

RN-BC	Gerontological Nurse	American Nurses Credential Center
RN-BC	Psychiatric – Mental Health Nursing	American Nurses Credentialing Center
CHPN	Certified Hospice Palliative Care Nurse	The Hospice and Palliative Credentialing Center
RN-BC	Pain Management Nurse	American Nurses Credentialing Center

3 Medical/Surgical

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

4 Emergency

CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation

SANE-P	Sexual Assault Nurse Examiner- Pediatric	Forensic Nursing Certification Board
SANE-A	Sexual Assault Nurse Examiner-Adult	Forensic Nursing Certification Board
CPEN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)

1 Senior Psychiatric Unit

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

2 Critical Care

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
PCCN	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board

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

4 Surgery)

CAPA	Certified Ambulatory Peri- Anesthesia	American Board of Perianesthesia
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	Nurse	Nursing Certification, Inc.
CPAN	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CNOR	Certified Nurse Operating Room	Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing)
CGRN	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
ONC	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board

1 Resource:

2 Any certification included in any section of the above table with the following
3 exception:

4 CNOR - Certified Nurse Operating Room

1 **APPENDIX B — SURGICAL SERVICES STANDBY AND CALL-BACK**

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

5 1. Assignment of Standby Shifts.

6 Regular and introductory nurses will be assigned a maximum of one (1)
7 standby shift per week and one (1) weekend standby shift per month.

8 Nurses will not be floated to another department during such standby or
9 call-back shifts. Nurses may volunteer for additional standby shifts.

10 2. Standby Hours.

11 Scheduled standby shifts may be designated on each unit.

12 For pre-scheduled Operating Room weekday standby shifts (Monday at 1700
13 through Saturday at 0659):

14 A. For nurses who are already working:

- 15 1. If standby time is needed at the end of a nurse’s scheduled
16 shift, standby hours will begin at 1730.

17 B. For nurses who are not already working:

- 18 1. If a nurse who is not already working picks up standby hours
19 from an already-working nurse, the shift will start at 1700.
20 2. If a nurse is not already working and is scheduled for
21 standby, that shift will start at 1700.

22 For pre-scheduled Operating Room weekend standby shifts, the weekend is
23 defined as Saturday 0700 to Monday at 0659.

24 For pre-scheduled PACU weekday standby shifts, if a nurse is not already
25 working, standby time will start at 2000. If a nurse is currently working, standby
26 time will start when the nurse’s MDO begins or once the nurse has clocked out at
27 the end of their shift.

28 For pre-scheduled PACU weekend standby shifts, the weekend is defined as
29 Saturday at 0800 to Monday at 0759.

30 Nurses will continue to flex their hours as requested by the Hospital to meet
31 operational and patient care needs. The Hospital may, on occasion, request that

1 the nurse start their standby hours earlier to meet patient care and operational
2 needs.

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

5 Minimum arrival times are as follows:

6 Operating Room: 30 minutes

7 PACU: 45 minutes

8 Medical Procedures Unit: 30 minute

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

11 3. Standby Shifts. The following provisions will apply to all standby
12 shifts:

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

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

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

26 (d) If a nurse is called in and works on shift and is unable to
27 receive an eight (8) hour break before his or her normally
28 scheduled shift, the nurse may elect to be placed on MDO
29 from the beginning of the nurse's regular shift until he or she
30 receives up to an eight (8) hour break, provided, however,
31 that the maximum number of MDO hours in combination with

1 the hours worked that day shall not exceed the length of the
2 nurse's prescheduled shift. The nurse will then report for
3 work after he or she receives an eight (8) hour break and
4 work for the duration of the nurse's regular shift (and longer if
5 agreeable to the nurse and the Hospital). If there are not four
6 (4) hours left in the nurse's regular shift at the time the nurse
7 reports to work, the nurse will be given the opportunity to
8 work a minimum of four (4) hours.

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

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

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

14 Within 120 days of ratification, the Hospital will schedule three meetings with the Clinical
15 Ladder Board to improve the Clinical Ladder program and bringing it in alignment with
16 the Hospital’s quality and operational goals. Upon completion and hospital approval
17 and mutual agreement-of these changes the clinical ladder, or if the hospital fails to
18 schedule a minimum of three meetings during the above 120 day period, differential will
19 be increase to: Level 1 - \$1.60, Level 2 - \$2.75, Level 3 - \$4.25.

APPENDIX D – HEALTH, DENTAL, AND VISION INSURANCE (UPDATED)

The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Medical Center’s employees, provided, however, that the Medical Center agrees that the plan will have the following provisions in 2019, subject to the terms and conditions of the plans:

Benefits Eligibility: Any nurse who is in an assigned FTE of 0.5 FTE to 0.74 FTE will be considered part-time for the purposes of benefits. Any nurse who is in an assigned 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 2019 medical plans]

In-Network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Annual deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
Annual out-of-pocket maximum (with deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
Preventive Care	No charge	No charge
Primary Care Provider visits (non-preventive)	PCP: \$20 copay	PCP: 10% after deductible
Specialist visits (non-preventive)	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; all therapies	20% after deductible Combined 12 visit limit per calendar year; all therapies combined
Naturopathy	Covered as Specialist	Covered as Specialist
Outpatient behavioral health care providers	No charge	No charge 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	\$250 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	No Charge	Tier I: 10% after deductible Tier II: 20% after deductible
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

Plan Provision	EPO Medical Plan – Portland metro area only
Annual Deductible	\$300 per person \$900 max per family
Annual Out-of Pocket Maximum	\$2,500 per person \$7,500 max per family
Preventive Care	No charge
Primary Care Office Visit	\$20 copay
Specialist Office Visit	\$40 copay ¹
X-ray and Laboratory	20% after deductible
In-patient hospital facility fees	20% after deductible
Hospital physician fees	20% after deductible
Outpatient hospital/surgery facility fees	20% after deductible
Emergency Room (in-network and out-of-network)	\$250 copay, waived if admitted
Outpatient behavioral health	0%
Express Care Virtual	\$0
Express Care Clinics	\$10 copay
Urgent care	\$60 copay

1 No PCP referral required for specialist care

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B. Medical Premiums

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

Level of Benefit	Health Reimbursement Medical Plan		Health Savings Medical Plan		EPO* where offered	
	2019	2020	2019	2020	2019	2020
Full Time						
Employee Only	\$12.60	\$13.45	\$0.00	\$0.00	\$36.45	\$39.00
Employee and child(ren)	\$24.70	\$26.40	\$12.00	\$12.80	\$62.75	\$67.10
Employee and Spouse/ABR	\$33.50	\$35.80	\$20.00	\$21.40	\$81.05	\$86.70
Employee and Family	\$46.10	\$49.30	\$32.00	\$34.20	\$107.95	\$115.50
Part Time						
Employee Only	\$26.15	\$27.95	\$12.50	\$13.35	\$49.95	\$53.40
Employee and child(ren)	\$46.60	\$49.85	\$32.00	\$34.20	\$84.65	\$90.55
Employee and Spouse/Partner	\$60.20	\$64.50	\$45.00	\$48.15	\$107.75	\$115.25
Employee and Family	\$80.60	\$86.20	\$64.45	\$68.95	\$142.45	\$152.40

1 *without health incentive

2 **C. Prescription Drug Design In-Network**

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings Medical (HSA) Plan
	Tier I Network Retail Pharmacies (30-day supply)	Preventive: No charge Generic: \$10 copay Formulary brand: 20% of cost after deductible (maximum \$150 per Rx). Non-Formulary brand: 40% of

	cost after deductible (maximum \$150 per Rx)	Non-formulary brand: 40% of cost after deductible (maximum \$150 per Rx) after deductible
Tier II Network Retail Pharmacies: (30-day supply)	Preventive: No charge Generic: \$10 copay Formulary brand: 30% of cost after deductible (maximum \$150 per Rx). Non-Formulary brand: 50% of cost after deductible (maximum \$150 per Rx)	Preventive: No charge Generic: 10% after deductible Formulary brand: 30% of cost after deductible (maximum \$150 per Rx) Non-Formulary brand: 50% of cost (maximum \$150 per Rx)
Mail order (90-day supply)	3x retail copay	3x retail copay
Specialty (30-day supply) from Plan designated pharmacy network providers	20% after deductible (maximum \$150 per Rx)	20% after deductible (maximum \$150 per Rx)

Plan Provision	EPO Medical Plan – Portland Portland-metro area only
Covered pharmacies	Tier I and Tier II network retail pharmacies covered at same level

Annual medical/Rx deductible	Deductible does not apply to prescription drugs
Preventive drugs	No charge
Generic drugs, 30 day supply	\$10 copay
Formulary brand name drugs, 30 day supply	20% coinsurance <i>maximum of \$75 per prescription</i>
Non-formulary brand name drugs, 30 day supply	40% coinsurance <i>maximum of \$125 per prescription</i>
Specialty drugs, 30-day supply, only at plan-designated specialty pharmacy	20% coinsurance <i>maximum of \$200 per prescription</i>
90-day supply/mail order	3 times retail cost

D. Medical Savings Account

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

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Earned health incentive contribution Note: Amounts are prorated for nurses hired mid-year	\$700 per person \$1,400 max per family	\$700 employee only \$1,400 if covering dependents
Annual in-network net deductible (deductible)	\$450 per person \$900 max per family	\$800 employee only \$1,600 if covering

minus full health incentive)		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 (out-of-pocket maximum minus full health incentive)	\$2,600 per person \$5,200 max per family	\$2,300 employee only \$4,600 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.

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E. Coordination of Benefits.

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11 The plan provisions relating to the coordination of benefits will follow the provisions
12 under the plan in 2019.

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F. Dental

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

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

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

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G. Dental Premiums

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

1 of twenty four (24) pay periods for the year.

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Level of Benefit	Delta Dental PPO 1500		Delta Dental PPO 2000	
	2019	2020	2019*	2020*
Full Time				
Employee Only	\$0.00	\$0.00	\$3.76	\$3.76
Employee and child(ren)	\$4.47	\$4.78	\$10.49	\$11.22
Employee and Spouse/Partner	\$7.45	\$7.45	\$14.98	\$14.98
Employee and Family	\$11.91	\$12.74	\$21.70	\$23.21

Part Time	2019		2019	
Employee Only	\$4.96	\$4.96	\$8.72	\$8.72
Employee and child(ren)	\$10.92	\$11.68	\$16.94	\$18.12
Employee and Spouse/Partner	\$14.89	\$14.89	\$22.42	\$22.42
<u>Employee and Family</u>	\$20.84	\$22.30	\$30.63	\$32.77

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

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

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I. Vision Premiums.

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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.

Level of Benefit		
Full Time	2019	2020
Employee Only	\$2.96	\$2.82
Employee and child(ren)	\$5.32	\$5.08
Employee and Spouse/Partner	\$5.91	\$5.65
Employee and Family	\$8.86	\$13.56

Part Time	2019	2020
Employee Only	\$4.73	\$4.52
Employee and child(ren)	\$8.51	\$8.14
Employee and Spouse/Partner	\$9.46	\$9.04
Employee and Family	\$14.18	\$13.56

J. Working Spouse Surcharge

The nurses will participate in the working spouse surcharge on the same basis as the majority of the Medical Center's non-represented employees as follows: If the nurse's spouse has access to a medical plan through his or her employer, but waives that coverage and instead enrolls in a Providence medical plan, a \$150 monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in \$75 increments twice a month. The surcharge will not apply if the nurse's spouse:

1. Does not have coverage through his or her employer, is not employed or is self-employed.
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 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 **LETTER OF AGREEMENT**

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

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

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

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

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

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

3 The parties recognize and agree that it is a unique experience to work in Oregon as a
4 nurse in an acute-care facility that adheres to the mission and core values of
5 Providence. In recognition of that unique experience tied to the mission and core values
6 of Providence, The Hospital agrees that nurses who are otherwise in good standing with
7 a separate Providence employer in Oregon and who have been laid off from such
8 employment within the prior six months and who apply for an open position will be hired
9 over other external applicants, provided that The Hospital determines in good faith that
10 such nurse is qualified for the job. In the event that multiple nurses have been laid off
11 and are applying for open positions at the Hospital, the Hospital will choose from among
12 those nurses based on skill level in the relevant area of expertise; if such nurses' skill
13 levels are equal, the Hospital will choose the nurse or nurses who have the greatest
14 number of years within Providence in the relevant area of expertise. If a tie still exists,
15 the Hospital will choose the nurse or nurses who have worked the greatest number of
16 hours in the previous five calendar years in that specialty area.

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

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

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

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

- 11 A. A health care unit restructure is defined as the moving or consolidation of
12 an existing health care unit or units from another employer (either from
13 another Providence employer or from outside Providence) to The Hospital
14 as defined in this Agreement.
- 15 B. In the event of a health care unit restructure, The Hospital will, if possible,
16 give the Union 30 days’ notice to allow adequate time to discuss concerns
17 and transition plans and bargain over any items not addressed in this
18 Letter of Agreement or in the parties’ collective bargaining agreement. If
19 The Hospital cannot, in good faith, give 30 days’ notice, it will give the
20 Union as much notice as is practicable.
- 21 C. The Hospital will determine the number of positions that the restructured
22 health care unit or units will have.
- 23 D. In the event of a health care unit restructure, the nurses joining The
24 Hospital from the other employer will have their seniority calculated in
25 accordance with Article 20 - Seniority. To the extent that such nurses do
26 not have a record of hours worked, the parties will meet to agree upon a
27 system to calculate the nurses’ seniority based on the other employer’s
28 existing seniority system (if any), an estimate of hours worked, or on the
29 nurses’ years worked for the other employer. The Union may revoke this
30 Paragraph (D) regarding seniority if the other employer does not offer a
31 similar agreement or policy with regard to health care unit restructuring

1 with regard to giving The Hospital nurses, hired by the other employer in
2 the event of a health care unit restructure, reciprocal seniority.

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
5 those newly created positions. The job bidding and posting processes for
6 such position will be worked out by the Union and The Hospital, but will
7 generally adhere to the seniority and job posting provisions of Article 20 –
8 Seniority. Any positions not filled by nurses from within that unit will then
9 be posted and offered to other The Hospital nurses consistent with Article
10 20.

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
13 to Article 17 – Staff Reduction.

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

16 H. Nurses' wage rates will be set in accordance with the provisions of Article
17 7 - Compensation, including the provisions regarding experience and
18 placement on wage steps. If as a result a newly hired nurse would be paid
19 a rate less than he/she was paid at the nurse's prior employer, The
20 Hospital will meet with ONA to discuss options, with consideration given to
21 both the economic impact on the nurse and internal equity among the
22 wage rates for existing nurses in the bargaining unit. All differentials will be
23 paid to the nurse in accordance with Article 7 of the parties' collective
24 bargaining agreement. If a nurse coming to the Hospital from another
25 employer is then currently on a similar clinical ladder program, the nurse
26 may apply for placement on the closest corresponding step on the
27 Hospital's clinical ladder program (if one then exists), based on The
28 Hospital's clinical ladder application schedule.

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

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employer.

1 **MEMORANDUM OF UNDERSTANDING – MEDICAL SURGICAL UNIT MEALS AND**
2 **BREAKS**

3 The parties agree on the importance of ensuring that all nurses are able to be relieved
4 for meal and rest breaks. To that end, within 60 days of ratification of this Agreement,
5 the parties agree that the Medical Surgical Unit will convene a workgroup of leaders and
6 staff nurses to review data on Medical Surgical Unit nurses' ability to take meal and rest
7 breaks. The workgroup will meet regularly, and will examine data on nurses' ability to
8 take meal and rest breaks, the factors that assist or impede nurses' ability to take
9 breaks, and changes that would better enable nurses to take meal and rest breaks.

10 Such recommended changes may include, but are not limited to, changes in staffing for
11 the Unit.

12 No later than June of 2020, the workgroup will make recommendations to the Hospital's
13 Staffing Effectiveness Committee on changes to the Medical Surgical Unit's staffing
14 plan to better allow its nurses to take meal and rest breaks. If the workgroup or the
15 Staffing Effectiveness Committee is unable to reach a consensus on its
16 recommendations or changes to the staffing plan, either party may request facilitation
17 by Federal Mediation & Conciliation Service to help reach consensus.

1 **MEMORANDUM OF UNDERSTANDING – EXTRA CALL SHIFT INCENTIVE FOR**
2 **VACATED CALL SHIFTS – SURGICAL SERVICES**

3 This Memorandum of Understanding (MOU) is agreed by the Oregon Nurses
4 Association/Oregon Federation of Nurses and Health Professionals (ONA/OFNHP) and
5 Providence Milwaukie Hospital, hereinafter “the parties”, to solve a problem within the
6 application of the collective bargaining agreement with respect to an incentive for
7 working an unexpected vacant call shift in Surgical Services. This MOU is to be
8 effective until the expiration of the current 2019-2022 collective bargaining agreement
9 and not intended to create a precedent as to how other vacant call shifts in other units
10 will be filled or incentivized.

11 **Current language from Appendix B - Surgical Services Standby and Call-Back:**
12 *Assignment of Standby Shifts*

- 13 ▪ *“Regular and introductory nurses will be assigned a maximum of one*
14 *(1) standby shift per week and one (1) weekend standby shift per*
15 *month. Nurses will not be floated to another department during such*
16 *standby or call-back shifts. Nurses may volunteer for additional*
17 *standby shifts.”*

18 *Standby shift hours per the collective bargaining agreement may be designated on each*
19 *unit.*

20 **Definition of a vacated call shift:** A vacated call shift is defined as an unexpected
21 vacancy due to sick call, leave absence or other reasons that the call shift cannot be
22 fulfilled and after the schedule has been posted. This does not include additional
23 volunteered call shifts or traded call shifts.

24 The expectation of the nurse vacating the call shift is to make attempts to trade call
25 shifts with their peers. If unforeseeable to find coverage for the call shift the following
26 contingency plan applies:

27 **Contingency Plan for filling a Vacated Call Shift:**

- 28 • Management will request volunteers within the unit and Share Care nurses to fill
29 the call shift.
- 30 • In the event there is not a volunteer and all options have been exhausted, the
31 vacancy will be mandated to the next part-time or full-time nurse who has not

1 previously filled an unexpected vacancy. Shifts are tracked on the Emergency
2 Call Vacancy list which is maintained by the Associate Nurse Manager and
3 Nurse Manager, and posted at the Charge Nurse desk.

4 **The incentive for working a vacated call shift that is not a regularly assigned call**
5 **shift:**

- 6 • Nurses will be paid \$150 for every unexpected vacated call shift worked above
7 the minimum contract standby assignment as stated above. The incentive is
8 payable every three months from the date this MOUS is signed in the form of a
9 bonus and added to the nurse's paycheck.
 - 10 ○ At the end of each one month period, the nurse is responsible for notifying
11 the Nurse Manager of the number of extra vacated shifts worked then the
12 Nurse Manager will submit the paperwork to pay the bonus.
- 13 • he nurse must meet the minimum contract standby assignments of four (4)
14 weekdays and one (1) weekend a month for the four (4) week scheduling period
15 in which the shift is worked unless the standby assignment was not satisfied due
16 to prescheduled PTO or approved leave of absence.
- 17 • The total incentive bonus is not to exceed five (5) or \$750 per bonus period
18 (three (3) schedule periods of four (4) weeks for a 12 week total).

1 **LETTER OF AGREEMENT: Sexual Assault Nurse Examiner (SANE) Program**

2 Providence Milwaukie Hospital ("the hospital") and Oregon Nurses Association ("ONA")
3 have met and discussed the Sexual Assault Nurse Examiner (SANE) compensation at
4 the Medical Center.

5 Except as set forth or modified below, all other provisions of the collective bargaining
6 agreement will apply:

7 SANE nurses work in this role on a voluntary basis.

8 SANE nurses are called to work on cases at various Providence medical facilities
9 in the region:

10 Providence Milwaukie Hospital, Providence Newberg Medical Center,
11 Providence Portland Medical Center, Providence St. Vincent Medical
12 Center Providence, and Providence Willamette Falls Medical Center.

13 Other than specific modifications set forth herein, SANE nurses are paid
14 according to their home facility's collective bargaining agreement,
15 regardless of location of work performed.

16 **Compensation:**

17 **SANE Exams:** SANE nurses that are contacted by the hospital for a SANE case will be
18 paid at the call-back rate (time and half their hourly rate) plus incentive pay of \$18.00
19 per hour for hours worked, and will be paid 12 hours of on-call/ standby pay
20 compensation (or more should the shift worked be excess of 12 hours), in addition to
21 being subject to the 3-hour call-back pay provision of Article 9 Section B of the
22 Collective Bargaining Agreement.

23 **Standby/Call:** SANE nurses will be paid the on-call/standby rate of pay for call shifts of
24 \$4.60/hr. as defined by the ONA/PMH contract Article 9 Section A.

25 **Travel:** SANE nurses will receive mileage at the IRS rate for miles traveled (round trip)
26 to a case at a Providence facility according to this mileage chart:

27 **Mileage Chart from PMH- Round Trip**

28 Providence St. Vincent – 24.2 miles

29 Newberg - 63.2 miles

30 Providence Portland – 16.4 miles

31 Willamette Falls - 17.8miles

1 **Court Prep:** Regular rate of RN's primary position not to exceed 2 hours without
2 manager approval

3 **Court Appearances:** Overtime rate of time and half hourly rate

4 **Training:** Regular rate of RN's primary position

5 **Certification Pay:** SANE certified PMH nurses who participate in the SANE program
6 will be eligible for certification pay per ONA/PMH contract regardless of home
7 department.

8 **Retroactive Pay:** Retroactive pay for SANE RNs at the agreed upon SANE exam rate
9 for independent evaluations and preceptored cases (not applicable to other training or
10 class time) on or after November 1, 2018.

11 **Description of Sane Responsibilities**

- 12 • Obtain training and education consistent with the Oregon Attorney
13 General Sexual Assault Task Force guidelines, with certification within one
14 year of didactic training.
- 15 • Collaborate with a multidisciplinary team to collect medical forensic
16 evidence in accordance with the OR-SATF guidelines for SAFE kit
17 collection and SANE exam policies and procedures.
- 18 • Demonstrate compassion and caring to all patients, family members,
19 visitors and community partners.
- 20 • Document all findings and interventions performed in a professional and
21 thorough manner, in compliance with all required components of the
22 standard of care for sexual assault patients.
- 23 • Provide evidence-based, trauma-informed care and consultation as the
24 on-call specialist for Providence in the area of sexual assault.

25 **Commitment**

- 26 • All work including work on an overtime basis is voluntary and has been
27 agreed upon by the RN
- 28 • A cumulative minimum of 24-hours in call shifts in a scheduling period
29 (shifts lengths as determined by management).
- 30 • Response time target is one hour to the unit from dispatch. Expectation
31 that dispatch site is made aware of estimated arrival time and potential

- 1 traffic delays.
- 2 • Availability for one recognized holiday a year
- 3 • Availability for 1 weekend shift per scheduling period, as needed
- 4 • Attend staff meetings and in-services as needed throughout the year
- 5 • Maintain current SANE certification
- 6 • Attend ongoing education and training opportunities
- 7 • Maintain chain of evidence
- 8 • Complete SANE fund application with patient and seal medical records

LETTER OF UNDERSTANDING

Increase PTO Hours in certain service bands, as follows:

- **For nurses with a 1.0 FTE and prorated by FTE for nurses other than 0.9 FTE at Step 9:** Any 1.0 FTE nurse whose years of service is between 9 to 10 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive additional paid time off hours equal to 40 hours. The additional PTO hours will be added to the nurse's PTO bank by the end of January in 2020 and/or 2021. In the event that the nurse's PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings. Nurses whose FTE is less than 1.0 FTE (other than those with a 0.9 FTE) will be prorated based on this schedule. As an example, a 0.6 FTE nurse whose years of service is between 9 to 10 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive 24 additional PTO hours by the end of January 2020 and/or 2021.
- **For nurses with a 0.9 FTE at Step 4 and Steps 10-14:** Any 0.9 FTE nurse whose years of service is between 4 to 5 years or between 10 to 15 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive additional paid time off hours equal to 14 hours. The additional PTO hours will be added to the nurse's PTO bank by the end of January in 2020 and/or 2021. In the event that the nurse's PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings.
- **For nurses with a 1.0 FTE and prorated by FTE for nurses other than 0.9 FTE at Step 4 and Steps 10-14:** Any 1.0 FTE nurse whose years of service is between 4 to 5 years or 10 to 15 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive additional paid time off hours equal to 16 hours. The additional PTO hours will be added to the nurse's PTO bank by the end of January in 2020 and/or 2021. In the event that the nurse's PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings. Nurses whose FTE is less than 1.0 FTE (other than those with a 0.9 FTE) will be prorated based on this schedule. As an example, a 0.6 FTE nurse whose years of service is between 4 to 5 years or 10 to 15 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive 9.6

1 additional PTO hours by the end of January 2020 and/or 2021.
2 For nurses with a 0.9 FTE at Step 9: Any 0.9 FTE nurse whose years of
3 service is between 9 and 10 years as of Jan 5, 2020 and /or Jan 3, 2021
4 will receive additional paid time off hours equal to 36 hours. The
5 additional PTO hours will be added to the eligible nurses' PTO bank by the
6 end of January in 2020 and /or 2021. In the event the nurse's PTO
7 accruals are at the maximum limit, the additional hours will be paid as
8 taxable earnings.

9 *The "Steps" are related to years of service steps, not wage steps.

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 29, 2019 – May 31, 2022.

Signature: _____

Today's Date: _____

Your Mailing Address

Home Phone: _____ Work Phone: _____

Home Email: _____

Unit: _____ Shift: _____