

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**OREGON NURSES ASSOCIATION**

**AND**

**PROVIDENCE MEDFORD MEDICAL CENTER**

May 26, 2018 through March 31, 2020



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## AGREEMENT

THIS AGREEMENT by and between PROVIDENCE MEDFORD MEDICAL CENTER, 1111 Crater Lake Avenue, Medford, Oregon, hereinafter referred to as "Medical Center" or "the Medical Center," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association" or "the Association."

### ARTICLE 1 – RECOGNITION AND MEMBERSHIP

**1.1 Recognition.** The Medical Center recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for the bargaining unit certified by the National Labor Relations Board, Case No. 36-RC-6424, as follows: full-time, part-time, and per diem registered nurses, including charge nurses, employed by the Medical Center at its acute care facility at 1111 Crater Lake Avenue, Medford, Oregon, but excluding employees who do not work at the Medical Center's acute care facility, Sisters of Providence, quality assurance employees, occupational health employees, clinical nurse leaders, coordinators (including clinical coordinators), educators, nurse practitioners, registered nurse navigators, wound care nurses, home-health and hospice nurses, radiation-oncology nurses, temporary and traveler nurses, case managers, and guards, supervisors, and all other employees.

**1.2 Representatives.** The Association will inform the Medical Center as to its official representative for purposes of representation. The parties acknowledge their respective obligations under the National Labor Relations Act to negotiate with one another only through official representatives.

**1.3 Membership and Financial Obligations for any nurse hired *on or before December 14, 2009*.** Membership in the American Nurses Association through Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one of the two options listed in 1.4.1.2 or 1.4.1.3 below.

**1.3.1 Transfers.** Nurses who are members of the Association or have exercised one of the two options listed in 1.4.1.2 or 1.4.1.3 below will maintain such status upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, Providence Willamette Falls Hospital, and Providence Home Health and Hospice. Nurses who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 1.4.1.2 or 1.4.1.3 below.

**1.3.2 Promotions within a facility.** A nurse subject to Article 1.3 above as of December 14, 2009, who assumes a position at the Medical Center outside of the bargaining unit will retain her/his respective status (as a nonmember, a member whose membership must be maintained, or one of the two options listed in 1.4.1.2 or 1.4.1.3 below) if he or she returns to the bargaining unit within one year of the date that the nurse assumed a non-bargaining position. A nurse who returns to the bargaining unit after one year will be subject to the choices in Article 1.4.1 below.

**1.4 Membership and Financial obligations for any nurse hired *after* December 14, 2009:**

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

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

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

**1.4.1.3** Exercise his/her right to object on religious grounds. Any employee who is a member of, and adheres to established and traditional

tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and the Medical Center. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

**1.4.2** The Medical Center will provide a copy of the collective bargaining agreement to newly hired nurses, along with a form provided by the Association that confirms the provisions in 1.4.1 above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. The Medical Center will work in good faith to develop a procedure to retain copies of such signed forms.

**1.4.3** A nurse should notify the Association's Membership Coordinator, in writing, of a desire to change his or her status under the provisions of 1.4.1 above by mail, to the business address for the Association.

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

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

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

**1.6 Indemnity.** Association will indemnify and save the Medical Center harmless against any and all third party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Medical Center in connection with, Articles 1.3 through 1.6.

**1.7 Information.** The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in Articles 1.3 through 1.6.

## **ARTICLE 2 – DEFINITIONS**

**2.1 Nurse** – a registered professional nurse in the bargaining unit who is currently licensed to practice professional nursing in Oregon.

**2.2 Regular Nurse** – A Full-Time Nurse or a Part-Time Nurse who is not a temporary or seasonal nurse.

**2.3 Introductory Nurse** – A nurse who has not completed 90 days of employment.

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

**2.5 Part-Time Nurse** – A Nurse who is regularly scheduled to consistently work at least 48 but less than 72 hours per two-week pay period on a non-temporary basis.

**2.6 Per Diem Nurse** – A Nurse whose job status is "per diem," which means that the nurse is assigned by the Medical Center to work on an intermittent or

unpredictable basis, as needed by the Medical Center. To maintain per diem status, a per diem nurse must make good faith reasonable efforts to be available to work at times needed by the Medical Center, for a minimum of the following (unless otherwise agreed to, in writing, by the Medical Center and the nurse) (a) one shift per pay period, including at least one weekend shift per month; (b) two (2) of the Medical Center-designated holidays. Per diem nurses will provide their shift availability according to the scheduling guidelines applicable to nurses.

**2.6.1** Per Diem nurses hired after December 31, 2011 will be required to be available 48 hours per six-week schedule and two (2) of the Medical Center-designated holidays, and, in departments that are open on weekends, at least one weekend shift per month (unless otherwise agreed to, in writing, by the Medical Center and the nurse).

**2.7 Charge Nurse** – A Nurse who has applied for and been awarded a position to assist and coordinate in the continuity of patient care responsibilities and clinical activities of an organized nursing unit, in addition to being responsible for the direct or indirect total care of patients as part of his/her normal assigned duties.

**2.8 Relief Charge Nurse** – A Nurse who has been trained to assume the duties of Charge Nurse, and is assigned by the Medical Center on a temporary basis to the position of Charge Nurse when no supervisor or Charge Nurse is performing that role. Any nurse who is trained to a relief charge nurse position must have a minimum of nine (9) months experience, unless the nurse signs a written consent to train as a charge nurse earlier.

**2.9 Preceptor** – A Nurse who has applied, been selected and completed the mandatory preceptor training and who has been assigned by the Medical Center to actively mentor any student for whom no instructor is on-site in the Medical Center, new hire or transferred employee for any shift or part of a shift. A nurse who currently serves as a preceptor without such formal training will continue to receive preceptor pay for all hours he or she is assigned by the Medical Center to mentor. Preference for preceptor assignments will be given to those nurses who have completed the preceptor training.

## **ARTICLE 3 – NON-DISCRIMINATION**

**3.1 Nondiscrimination.** The Medical Center and the Association will comply with applicable local, state, and federal laws prohibiting discrimination in employment matters because of age, sex, race, creed, color, mental or physical disability, sexual orientation, national origin, religious belief, marital status, veteran status; or any other legally protected status, including applicable laws regarding harassment and union/concerted activity.

**3.1.1 Association Membership and Activities.** The Medical Center will not discriminate against any nurse on account of lawful activity on behalf of the Association, provided however that the parties understand that any Association activity must not interfere with normal Medical Center routine, the nurse's duties or those of other Medical Center employees. Neither party will discriminate against any nurse on account of membership or non-membership in the Association.

**3.1.2 Compliance with the Americans with Disabilities Act ("the ADA").** The Medical Center and the Association agree that the Medical Center shall be permitted to take any and all actions necessary to comply with the ADA and to avoid liability under the provisions of the ADA. If such actions require the Medical Center to violate a provision of this Agreement, the parties agree to bargain with regard to the effect of such action on bargaining unit employees.

**3.1.3 Reporting of Concerns about Harassment and/or Discrimination.** Nurses are encouraged to utilize the Medical Center's internal complaint reporting processes for reporting concerns regarding harassment and/or discrimination.

## **ARTICLE 4 – HOURS OF WORK**

**4.1 Basic Workweek.** The basic workweek shall be forty (40) hours in a designated seven (7) day period, commencing at the start of the first shift that starts at or after 0001 on Sunday.

**4.2 Meals and Breaks.** During each nurse's workday, the nurse shall receive the following:

**4.2.1** One paid fifteen (15) minute rest period during each four (4) consecutive hours of work. Insofar as practicable, the breaks shall be near the middle of such work duration

**4.2.2** For each work period of more than six (6) hours. One uninterrupted meal period of one-half (1/2) hour on the nurse's own time, subject to the provisions below: The Medical Center will make good faith efforts to allow the nurses to take the meal period near the middle of the nurses' shift, subject to operational and patient care needs. If a nurse is specifically requested by the Medical Center to remain at or return to return to his/her duty station during a meal period, such period shall be paid time.

**4.2.3** The Medical Center acknowledges the importance of breaks and meal periods to the nurses. The parties further acknowledge that the provision of regular rest periods requires appropriate staffing and scheduling, teamwork, professional accountability and charge nurse's involvement and may not be possible due to the nature and circumstances of work in an acute care facility (including emergent patient care needs, the safety and health of patients, availability of other qualified nurses to provide relief, and intermittent and unpredictable patient census and needs). It is understood that a missed break or meal period due to any of the above referenced situations is not a basis for disciplinary action. The parties therefore agree to the following:

**4.2.3.1** Scheduling of breaks is best resolved within the unit-based Practice Council where the affected nurses are involved in creative and flexible approaches to the scheduling of rest and meal periods.

**4.2.3.2** Each unit will utilize missed meal and break information to develop a plan for scheduling nurses for the total amount of rest and meal periods set forth in this section, to be included in their staffing plan and subject to the following:

**4.2.3.2.1** The UBPC plan must have the agreement of the unit manager and then be made available to the staff.

**4.2.3.2.2** The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift. Shift-based variances from the preferred approach may be made with the approval of the charge nurse on duty or the supervisor, if the charge nurse is not available.

**4.2.3.2.3** The charge nurse/supervisor or manager will make reasonable efforts to provide the nurse with such break(s) or meal period. If a nurse believes that he or she is unable to take the breaks or meal periods described above, the nurse will inform his or her charge nurse (or supervisor, if the charge nurse is not available) as soon as possible. If the charge nurse is unable to provide assistance the nurse may contact the House Supervisor for assistance.

**4.2.3.2.4** Consistent with ORS 653.077, nursing mothers who are breastfeeding a child age 18 months or younger will be entitled to additional break time of up to fifteen minutes (for a combined total of up to 30 minutes) as provided under state law. Spaces are provided for this purpose.

**4.2.3.2.5** Each unit will review its written plan on no less than an annual basis to determine whether revision to the plan is necessary. Such revision will take place with input from the nurses on that unit as to whether the nurses are regularly receiving the opportunity to take meal periods and breaks. Each annual review will include a list of practices on the unit that have been successful in allowing nurses to regularly receive meal periods and breaks, as well as any challenges. This analysis will be provided in writing to the house-wide Staffing Plan Committee. The Staffing Plan Committee will maintain a list of the various successful practices on

breaks and meal periods in the different units throughout the Medical Center, which will be made available to each unit-based practice council.

**4.3 Overtime.** Overtime compensation will be paid at one and one-half (1½) times the nurse's regular straight-time hourly rate of pay for all hours worked either (1) in excess of forty (40) hours in each workweek; or (2) in excess of eight (8) hours in each day or 80 hours in a work period of fourteen (14) consecutive days, if pursuant to an agreement or understanding in writing between the nurse and the Medical Center.

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

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

**4.3.3** If a nurse is asked by another nurse to cover that nurse's shift, the nurse providing such coverage will be compensated at straight time for the length of that shift and will only receive daily overtime compensation for hours worked in excess of that shift's scheduled length.

**4.4 Authorization of Overtime.** When the need for overtime reasonably can be anticipated the nurse must obtain authorization in advance from the charge nurses on duty or the supervisor, if the charge nurse is not available.

**4.5 Notice and Report Pay.** Nurses who are scheduled to report for work and who are permitted to come to work without notification from the Medical Center (and such notice occurs if the Medical Center leaves a message on the nurse's phone) that no work is available in their regular assignments shall perform any nursing work to which they may be qualified and assigned.

**4.5.1** If a nurse is not needed by the Medical Center and is not notified before the start of the next shift that he/she would have otherwise worked, he/she shall receive 3 hours' pay in accordance with the provisions of this section.

**4.5.2** The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least 90 minutes before his/her scheduled time to work. Nurses should notify the Medical Center of absence from work because of illness as far in advance as possible, but at least 90 minutes before the start of the shift.

**4.5.2.1** If the Medical Center notifies a nurse that the nurse is not needed pursuant to Article 4.5.2 and then, before the start of the nurse's regularly-scheduled shift, determines that the nurse is needed to work, the nurse is not required to report to work. If the nurse does agree to report to work, the nurse will be paid from the beginning of his or her regularly-scheduled shift, provided that the nurse actually arrives at work within a reasonable time (with consideration given to the time needed by the nurse to drive to work). If the nurse has been placed on standby and is then called to report to work within 30 minutes of the start of the shift, the shift is still treated as a standby shift for purposes of call-back pay.

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

**4.6 Exhaustion.** The parties jointly agree and recognize the importance that nurses only report to work if they are sufficiently rested to provide safe patient care. If a nurse works substantially longer than his/her scheduled shift the nurse will be offered a ten (10) hour rest period in accordance with the Nurse Staffing Law. Appropriate use of this provision will not be the basis for discipline nor will the Medical Center retaliate against any nurse who makes appropriate use of this provision.

## ARTICLE 5 – WORK SCHEDULES

**5.1 Work Schedules.** The Medical Center and the Association support and encourage flexible scheduling practices. Schedules are best developed at the unit level. The Medical Center and the Association recognize that schedules impact staff ability to plan for life outside of work. Work schedules will be prepared for three (3) consecutive pay periods, which will be posted two (2) weeks before the beginning of the first of such pay periods. Prior to posting of the schedule, the Medical Center will make every effort to schedule bargaining unit nurses, including per diem nurses. No changes will be made to the schedule, once posted, without the nurse's consent and the manager/supervisor's approval.

**5.2 Weekend Schedules.** The Medical Center will continue its current policy of scheduling every other weekend off for Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more frequent weekends in writing. (e.g., by using the alternate schedule forms or by the nurse entering his or her own schedule preferences in Kronos). Nurses will not be scheduled for consecutive weekends without their consent. If the Medical Center determines based on operational and patient care needs (provided that such discretion is not exercised arbitrarily), that weekend work can be less frequent than every other weekend, such schedules are permitted by this Agreement. If the Medical Center determines that there can be less frequent weekend work, preference for such reduced weekend work will be offered on a bargaining unit seniority basis, to the extent reasonably feasible.

**5.3 Unit Based Scheduling.** The Medical Center and Association support collaboration and self-scheduling. The Medical Center will seek input from the nurses in a given unit in creation of the schedule for that unit as self-scheduling promotes accountability and responsibility that leads to job satisfaction and personal growth.

A) The Medical center and the Association will allow unit based staff scheduling for any unit that has a consensus of the unit's nurses for this practice.

B) The nurse or team of nurses assigned to the unit will take and maintain responsibility for assigning RNs into the unit's core schedule according to the provisions of this Agreement, core staffing guidelines, and the unit's staffing plan.

1. The nurses or team of nurses will be nominated and elected by a majority of nurses on the unit annually.

C) Units making use of this provision will determine their scheduling process, and assignments of the RN's into the core schedule will be a fair and equitable process.

1. Core schedules developed at the unit level and are maintained in Kronos Advanced Scheduler.

D) After the nurses or team of nurses have created the unit schedule, the manager will ensure the schedule is balanced or will make changes to balance the schedule.

E) The Association agrees that the nurse manager for such units has final approval for each schedule in a manner that is not arbitrary or capricious.

**5.3.1 Schedule Regularity.** Nurses do not have a guarantee of regular days off. The Medical Center will, however, make reasonable efforts to maintain regularity in nurses' scheduling patterns, consistent with patient care needs, and will, in good faith, attempt to equitably distribute such deviations among nurses on the unit and shift. When there are significant changes to the schedule, the Medical Center will discuss the proposed change(s) with the affected nurse(s) and will provide at least 14 days' notice of significant changes.

**5.3.1.1** The Medical Center will attempt to avoid scheduling nurses with only a single day off between work days (unless such nurses provide written consent to the contrary).

**5.3.2 Different Shifts.** A nurse will not be required to alternate or work on a different shift, without the nurse's consent.

**5.3.3 Start/Stop Times.** If it is necessary for the Medical Center to temporarily or permanently alter a nurse's start/stop time, the following provisions apply:

**5.3.3.1** The change must be made and the nurse must be notified prior to the time the schedule is posted;

**5.3.3.2** There may be no more than a two (2) hour variance; and

**5.3.3.3** The Medical Center must first seek volunteers from others on the unit and, if there are no such volunteers, the change will be made for the least senior qualified nurse on the unit and shift.

**5.3.3.4** The Medical Center may initiate such changes to start and stop times no more than twice in any rolling twelve (12) month period.

**5.4. Variable Shifts.** The Medical Center may create and post positions that require the nurse holding such a position to work variable shifts, meaning a position without a regular shift worked. When the Hospital fills such a position, the Hospital will work with the nurse to minimize the impact of the variable shifts by communicating and collaborating with the nurse in the development of the nurse's schedule. Unless a nurse is hired into a variable shift position, he or she will not be required to work on variable shifts without the nurse's consent. The Medical Center will create no more than one variable shift position for each unit/department, except for those units/departments that have 40 or more nurse positions, in which case the Medical Center may create up to two such positions for each unit/department.

**5.5 Work Beyond FTE.** A nurse will not be required to work beyond his or her FTE, except in emergent circumstances.

**5.6 Floating.** All nurses on a unit may be required to float to another unit in the Medical Center, per the Floating Guidelines attached as Exhibit 1, (approved 2 8 18) with a minimum of one shift of orientation per year, prior to floating to another unit. However, a nurse will not be required to float to another unit when a qualified share-care, agency, traveler or other non-core staff RN (who has been oriented to float to the other unit) is working on the home unit.

**5.7 Per Diem Nurses.** After scheduling regular nurses, the Medical Center will identify holes (or gaps or open shifts) in the schedule, which may include pending vacation/PTO requests for holidays. The manager on a unit will communicate those holes to the per-diem nurses. From among the holes in the schedule, a per-diem nurse will indicate hours for which he/she is available. Per-diem nurses in a unit will be offered the opportunity to be placed on the schedule prior to temporary or agency nurses working in that unit. Per diem nurses in a unit will be offered the opportunity to commit to available work before such work is contracted for a unit to traveler nurses (at the time of contracting).

**5.8 Extra Shift Availability.** The Medical Center will make good faith efforts to notify nurses of the availability of extra shifts as soon as practicable once extra shifts become available.

**5.9 Negotiating Team Schedules.** The members of the Association negotiating team will attempt to adjust their schedules to accommodate negotiations including arranging for schedule trades, if they are unsuccessful, the members of the negotiation team should alert their managers, who will, when possible, release members of the negotiating team from scheduled shifts to attend negotiation sessions, subject to patient care needs and the operational needs of the Medical Center.

## **ARTICLE 6 – NURSING PRACTICE**

**6.1 Healthy Work Environment.** The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together to address the elements of a healthy working environment and acknowledge the AACN statement: “Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change.”

**6.2 Reporting of Concerns.** The Medical Center supports and encourages nurses to raise and document any staffing concerns, without fear of retaliation. For specific staffing concerns, a nurse may use the Staffing Request and Documentation Form (SRDF). Nurses will submit completed forms to their manager, and the co-chairs of the House-Wide Staffing Committee. A nurse requested by the Medical Center to review an SRDF report may have an Association representative present with them during this review. During a review of a submitted SRDF, the Medical Center may request additional information from the submitting nurse.

**6.3 The Hospital Staffing Plan.** As required by ORS 441.155 and applicable regulations. The Medical Center will maintain a written hospital-wide staffing plan for nursing services, which clearly delineates the decision-making tools and techniques for each unit to determine its appropriate staffing. The plan is developed, monitored, evaluated and modified by a hospital nurse staffing plan committee (“the Hospital Staffing Plan Committee”).

**6.4 Hospital Staffing Plan Committee.** The parties acknowledge the legal requirements set forth in ORS 441.154 and applicable regulations, including its enforcement mechanisms. The parties agree to the following specific contractual provisions regarding staffing and staffing committees:

**6.4.1** The Medical Center Staffing Plan Committee will be comprised of equal numbers of Medical Center Nurse managers and direct care registered nurses as its exclusive membership for decision making.

**6.4.2** Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the bargaining unit.

**6.4.3** Term or time on the Staffing Plan Committee will be set by the Staffing Plan Committee and will include rotational terms and the ability of nurses to serve multiple terms.

**6.4.4** The Medical Center has defined the following specialty areas and will include at least one direct care registered nurse from each of the following

specialty areas on the Hospital Staffing Plan Committee:

Medical/Surgical	Medical Telemetry;	Critical Care
Emergency Services	Birthplace	Inpatient Rehab
	Float Pool	Spine/Joint
Interventional Cardiac Services	Perioperative Services	

Changes to these arrangements may be made by mutual consent of the Medical Center and Association, in consultation with committee members.

**6.4.5** The Staffing Plan Committee's decision making process will be by vote of the majority of voting members.

**6.4.6 Meetings.**

- The meetings of the Medical Center Staffing Plan Committee will be co-chaired by one direct care registered nurse and one hospital nurse manager.
- The Medical Center Staffing Plan Committee will determine how often it needs to meet to achieve its duties, but the Committee will not meet less than quarterly.
- The members of the Medical Center Staffing Plan Committee will be paid for the time spent during meetings. Additionally, each bargaining unit staff member shall be entitled to up to two (2) additional hours per month for preparation and information gathering, as assigned by the Medical Center Staffing Plan Committee, prior to the actual meeting. Such time shall not be subject to the daily overtime provisions of Section 4.3, and the nurse shall attempt to schedule such time to minimize weekly overtime.
- Minutes of the meetings will be taken and will be available for review by all nurses via the intranet.

- The annual schedule for meetings will be set in advance each January and available for review by nurses via the intranet. The Medical Center Staffing Plan Committee may cancel meetings but out of respect for the nurses' schedules it will not reschedule them.

- Each nurse on the Staffing Plan Committee is responsible for communicating his/her name to their respective units.

- Nurses and/or representatives of the Association may request time on the agenda at the Hospital Staffing Plan Committee to raise issues or concerns related to staffing. Staff nurses may attend meetings as observers, on unpaid time, but may be excluded from a committee meeting by either co-chair for purposes related to deliberation and voting.

- Nurses participating on the Staffing Plan Committee will request time off to attend meetings in advance. When, despite such efforts, the nurse is scheduled to work on the date of the Staffing Plan Committee meeting, the Medical Center shall release Staffing Plan Committee members from duty so that they may attend scheduled Staffing Plan Committee meetings.

- Alternate direct care nurse Staffing Plan Committee members (as selected by nurses on their units) may attend Committee meetings when the primary Staffing Plan Committee member is unable to attend.

## **6.5 Professional Nursing Care Committee.**

**6.5.1** The nurses in the bargaining unit shall elect from its membership not to exceed six (6) members of the unit who shall constitute the Professional Nursing Care Committee. No patient care unit may have more than one representative on the Professional Nursing Care Committee. The PNCC shall elect one of its direct care nurse members to serve as chair.

**6.5.1.1 Committee Liaison.** The Chairperson of the PNCC may attend part of the Nursing Operational Council (“NOC”) meetings at the invitation of the NOC, or by request with the consent of the NOC.

**6.5.2** This Committee shall meet not more than once a month at such times so as not to conflict with the routine duty requirements. The Medical Center will make reasonable efforts to release a PNCC member from duty to attend a meeting, provided that the nurses give his or her manager advance notice of the meeting. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse’s regular straight-time rate for the purpose of attending Committee meetings.

**6.5.3** The Committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to the Medical Center’s Chief Nurse Officer within seven (7) calendar days after each meeting.

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

**6.5.5** The Medical Center recognizes the responsibility of the Committee to recommend to the Nursing Operations Council measures that objectively improve patient care and the Nursing Operations Council will duly consider such recommendations and will so advise the Committee of action taken within a reasonable time frame.

## **ARTICLE 7 – EMPLOYMENT STATUS**

**7.1 Introductory Period.** A nurse will be in an introductory period for the first 90 calendar days of employment by the Medical Center. Neither discipline nor termination of employment of an introductory-period nurse will be subject to the grievance procedure under this Agreement.

**7.2 Discipline.** Nurses who have completed the introductory period may be disciplined for proper cause. Discipline may include verbal warning (Level one), written

warning (which may include a final written warning) (Level two), suspension with or without pay, or termination of employment. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these forms of discipline for causes that it deems more serious.

**7.2.1** Disciplinary action will be documented, in writing, and nurses will be given a copy of disciplinary action at the time it is administered.

**7.2.2** Under normal circumstances, the Medical Center will notify a nurse when the Medical Center (in its official capacity) reports a nurse to the Oregon State Board of Nursing in connection with any disciplinary action. Failure to notify a nurse of a report to the Board of Nursing will not and cannot affect any action that might be taken by the Medical Center and/or the Board of Nursing.

**7.2.3** Nurses shall not be disciplined based solely upon data from the call light locator system.

**7.3 Coaching.** The purpose of coaching (relatively informal discussions about a nurse's skills, performance or adherence to Medical Center rules or policies) is to provide feedback to the nurse to help him/her develop skills, improve performance, or better adhere to Medical Center rules or policies. Coaching is by itself not disciplinary action.

**7.4 Resignation.** A nurse will give the Medical Center at least two weeks' written notice of intended resignation.

**7.5 Notice of Discharge.** Except for nurses who are discharged for proper cause, the Medical Center will provide two (2) weeks' notice of discharge to regular nurses who have completed their introductory period. If less than two weeks' notice is given, the Medical Center will pay the nurse for the hours that he/she would have worked during that part of the two (2) week period for which such notice was not given.

**7.6 Personnel Files.** Nurses may have access to their personnel files in accordance with Oregon Revised Statutes 652.750, and may receive one (1) certified

copy per year at no cost.

**7.7 Eligibility for Re-Hire.** Any nurse who has been designated as ineligible for rehire may submit to Human Resources a request for an exception to such status. Such requests may be approved by Human Resources and appropriate senior leadership on a case-by-case basis.

## **ARTICLE 8 – EVALUATIONS**

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

**8.2** The Medical Center will conduct performance reviews for each nurse at least annually.

**8.3** Each nurse will be given an opportunity to review his or her performance evaluation. The nurse will be given the opportunity to sign the evaluation to indicate that he or she has received the evaluation. In addition, the nurse will have access to a copy of the evaluation. The Medical Center will endeavor to provide timely counseling and feedback on areas where a nurse's performance needs to improve, so that the nurse will have the opportunity to make such improvement.

**8.4** The nurse may respond, in writing, with comments to the evaluation. Any such comments by the nurse will be placed in the nurse's personnel file with the evaluation.

## **ARTICLE 9 – EDUCATION**

**9.1** The Medical Center agrees to maintain a continuing in-service education program for nurses covered by this Agreement. If a nurse is required to attend a staff meeting or in-service outside his or her normal shift, the hours of attendance are treated as time worked.

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

**9.3** The Medical Center will annually provide sixteen (16) hours of paid educational leave for each nurse who worked at least 550 hours in the prior calendar year. Nurses will request paid hours consistent with scheduling timelines for requesting PTO. Forms for such requests are available via the PMMC intranet.

**9.4** The educational leave described herein must be educational programs for nurses to acquire new knowledge related to the practice of nursing, update nursing knowledge and skills, and/ or maintain certifications.

**9.4.1** Educational leave may not be carried over from one year to the next.

**9.4.2** The nurse may be requested by his or her manager to share the knowledge learned from the educational program with other nurses.

**9.4.3** The Medical Center may grant additional paid or unpaid educational leave in cases it deems appropriate.

**9.4.4** The hours allotted above do not include education hours necessary for a regular or per diem nurse to obtain or maintain a certification required by the Medical Center for the nurse's unit, provided that the nurse takes reasonable steps to access such education and/or training *before* the required certification/competency lapses.

**9.4.5** A newly hired regular nurse may apply to use educational leave in the calendar year in which the nurse reaches his or her first anniversary date

of employment as a nurse, but only after the nurse's anniversary date.

**9.5** The Medical Center will provide up to \$30,000 in each year of the contract for assistance in paying for registration fees, required materials, travel, lodging, meals, and parking in conjunction with educational courses for regular nurses and for per diem nurses who have worked at least 550 hours for the Medical Center in the preceding twelve (12) months. If the 2018 fund allocation is exhausted, the 2019 allocation will be \$35,000. There will be no carryover to the next calendar year, although the Medical Center will accept requests for reimbursement received through January 31 for expenses incurred in the preceding calendar year. A regular nurse will be eligible for a maximum of \$450 per year unless any part of the above annual amount remains undistributed at the end of the calendar year, in which case individual nurses' expenses in excess of \$450 will be reimbursed on an equitable basis up to the annual amount, provided, however that no nurse will be reimbursed more than \$850.

**9.5.1** The Medical Center and PNCC will develop a procedure for processing payment for amounts above.

## **ARTICLE 10 – JOB VACANCIES**

**10.1 Postings.** All bargaining unit vacancies and new positions shall be electronically posted for seven (7) calendar days. The notice shall state the position, shift (variable or not), start and stop times, unit and number of days per week of the available position. The Medical Center may temporarily (but not permanently) fill the position during the posting period with a person of its choosing. Nurses with at least six months' seniority may apply for posted vacancies in the Medical Center, and nurses with less than six months' seniority may apply for posted vacancies on their patient care unit.

**10.1.1** Managers will make a good faith effort to communicate the posting or anticipated posting of positions to nurses working on the unit where a position will be posted. Such communication may be by email, staff meeting announcements, or other regularly used methods of communication. Job postings are available online and updated weekly

**10.1.2** The Medical Center will post in each nursing unit instructions on effectively accessing and using the electronic job posting and application system, including contact information for staff that will assist nurses with problems accessing the system and provide information regarding the date of posting for bargaining unit positions.

**10.1.3** The Medical Center will transition nurses to newly awarded positions within three (3) pay periods.

**10.2 Seniority Consideration.** Qualified internal applicants will be awarded vacant nursing positions before external applicants. “Qualified” means that the applicant has the required licensure, skills, and job knowledge. Qualified senior nurses will be given preference over less senior nurses. To exercise seniority, the senior nurse must agree to work the number of days or weeks of the vacant position.

**10.3 Charge Nurses.** Seniority shall prevail in advancement to Charge Nurse vacancies, provided the skill, ability, and qualifications of the nurses are equal. The Medical Center shall be the sole judge of the relative skill, ability, and qualifications of the nurses, taking into account the feedback of the staff on the unit. The Medical Center will not exercise that judgment arbitrarily or capriciously.

**10.4 Reduction in Hours.** A nurse may request, in writing, to decrease his/her regularly scheduled hours. If two or more nurses submit requests, the most senior nurse will be given preference, provided that the nurse is qualified. If the Medical Center agrees with a request, any hours given up by the nurse may be posted by the Medical Center, and may be added to a nurse’s existing schedule, provided the extra hours will not result in overtime hours.

**10.5 Increase in Hours.** The following provisions apply when a nurse works additional hours that are not the result of covering for leaves of absence, vacations, or sick leave, and there is not a foreseeable end to the need for additional hours.

**10.5.1** A regular, part-time nurse who regularly averaged 36 or more hours per week during the preceding 24 weeks may apply in writing for

reclassification to a full-time position. The nurse will be reclassified as of the next schedule to be posted to a regular full-time schedule-closest to the nurse's work schedule (including shifts and units) during the preceding 24 weeks.

**10.5.2** A per diem\_nurse who has averaged 24 or more hours of work per week during the preceding 24 weeks may apply in writing for reclassification. If the Medical Center can accommodate the nurse's request, it will post a position closest to the schedule (including hours, shifts and units) worked by the per diem nurse during the preceding 24 weeks. Such position will then be posted and filled pursuant to Sections 10.1 and 10.2 of this article.

**10.6 Agency and Traveler Nurses.** The Medical Center will not use traveler nurses, guaranteed agency nurses, or share care or non-bargaining unit nurses in lieu of posting a position in the bargaining unit. This provision does not limit the ability of the Medical Center to use such nurses for any combination of leaves of absence, vacations, holidays, sick leave, and/or temporary or seasonal increase in census.

## **ARTICLE 11 – SENIORITY**

**11.1 Seniority Accrual.** Seniority will be accrued based on the number of hours for which a nurse is compensated at the straight-time rate or above, since his or her entry into a position within the bargaining unit, plus any MDO hours.

**11.2 Service outside the Bargaining Unit.** A nurse who works for the Medical Center in a position outside the bargaining unit and then returns to a bargaining unit position within twelve (12) months (without a break in service) will be given credit for his/her previously accrued seniority. Such a nurse will not be required to complete another probationary period upon return to a position within the bargaining unit.

**11.3 Seniority Lists.** The Medical Center will maintain the seniority list based on Article 11.1 above, and will provide the seniority list to the Association upon request or nurses may request to see the list from their manager.

**11.4 Break in Service.** Seniority shall be lost upon termination of a nurse's employment or layoff of more than twelve (12) months and upon leaving the bargaining

unit for more than twelve (12) months. Any nurse reemployed by the Medical Center in a bargaining unit position within twelve (12) months will have his or her previous seniority restored upon rehire (which means that the nurse will have his or her seniority date adjusted by the length of time away from the Medical Center).

## **ARTICLE 12 – STAFF REDUCTION**

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

**12.1.1 MDOs.** An MDO is defined as a staff reduction for all or part of a shift on a unit because of Medical Center projections of the staff needed for that unit and shift.

**12.1.2 Layoffs.** A layoff is defined as a staff reduction because of an elimination of a position or long-term reduction in hours, unit closure or merger, or Medical Center projections that the staff reduction in a unit and shift (as described in 12.1.1) will continue for a significant period of time.

**12.1.3 Nursing Units.** A unit for purposes of a staff reduction is defined as Ortho/Spine-Total Joint, Telemetry, Inpatient Rehabilitation, Birthplace, Medical/Surgical, Emergency Department ("ED"), Critical Care ("ICU"), Short Stay Unit ("SSU"), Post-Anesthesia Care Unit ("PACU"), Float Pool, Endoscopy, Surgery ("OR"), Nuclear Medicine, Cath Lab, ICVR, Same Day Surgery, and any such other units as may be added by Medical Center or result from a merger of units.

**12.2 MDO Procedure.** Nurses scheduled to work in the unit and shift where the MDO will occur will have their shift or portion of their shift canceled in the following sequence:

a. Agency registered nurses other than travelers, (unless the Medical Center's contract with the travelers permits such MDO , in which case the traveler nurse will be cancelled first). b. Nurses whose work would be payable at overtime.

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

Per diem nurses.

- i. Remaining nurses in accordance with the unit's MDO rotation system, which looks at all of the nurses scheduled for that shift and unit, and selects for MDO from among those nurses the individual nurse with the least MDO hours in the immediately preceding two pay periods, or per unit specific plans. The system of MDO rotation shall be the one currently in effect on each unit at the time of ratification, and shall be written and communicated by the manager, in consultation with the nurses on the unit. Notwithstanding the prior sentence, nurses on a unit may change the system of rotation, provided that the system is in writing and approved by the unit manager. Each unit's manager will decide who will record MDO hours on unit and those records will be available to RN's, who shall be responsible for the accuracy of their own MDO hours. All units shall track their own MDO hours. Float nurses will be considered in the rotation described above only in Spine/Total Joint, Medical/Surgical, Telemetry, and Inpatient Rehabilitation.
- ii. In the Critical Care Unit (CCU), only those float pool nurses who have been signed off on at least the beginning Critical Care Unit competency will be considered in the rotation described above, subject to the need for skill mix with charge nurse input.

**12.2.1 Nurse's Status While on MDO.** A nurse may be placed by the Medical Center in one of the following three categories only once per shift:

- a. Full Day MDO. This means that the nurse is not obligated to the Medical Center for that shift.

b. Partial Day MDO (with one of the two options below). If a nurse is assigned to partial day MDO under either 12.2.1.b.i (with standby) or 12.2.1.b.ii (without standby) and is scheduled to report to work for the last four (4) hours of a 12-hour shift (or any portion of such last four hours), the nurse will be paid time and one-half (1 ½) times the nurse's regular hourly rate for hours worked during such four-hour period.

i. With Standby. The nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate, and such time may be changed only once during a shift. If the nurse is called in from standby prior to the scheduled report time, the nurse shall be paid at the rate of time and one-half (1 ½) his/her regular hourly rate for the greater of (a) the hours the nurse works until the time the nurse was scheduled to report; or (b) the contractual minimum number of hours for callback. When a nurse is on standby and is called to come in prior to the scheduled report time, consideration will be given to the time needed by the nurse to drive to work, which should not exceed one hour from the time of notification (except in the procedural areas).

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

c. Full Standby Shift. The nurse will be placed on standby, and if called into work, the standby provisions of this contract will apply.

**12.2.2 Selection From Among Volunteers for MDO.** If two or more nurses volunteer for an MDO at the same time, the MDO shall be rotated based on who last received an MDO. If the nurses received an MDO on the same prior day, the MDO will be given to the more senior nurse. Notwithstanding this provision, nurses on a unit will be permitted to develop a unit-specific process for

selecting among volunteers for MDO that may differ from this provision and shall be considered to replace this provision for the nurses on that unit. Any such unit-specific plan will be in writing and must be approved by the unit manager.

**12.2.3** The request off/MDO tracking system (eg.,book or spreadsheet) is maintained at the unit level. No more than four days per schedule period may be requested off after the schedule is posted.

**12.2.4** Order of Call-In from MDO. If additional hours of work become available on the unit and shift after an MDO is assigned, nurses from the unit and shift on MDO with standby will be called in first in the reverse order called off, The Medical Center will then attempt to call in nurses from the unit and shift on MDO who are not on standby, but such nurses are not required to come to work.

**12.2.5 Protocol for Addressing Excess MDO.** If the Association desires to discuss with the Medical Center its concerns regarding excess MDO on any unit, it may raise that issue at a Labor Management Council meeting. The parties shall consider actions to remedy the situation, including potential reorganization and/or implementation of a reduction in force.

### **12.3 Layoff Procedure.**

**12.3.1** For purposes of this article, a nurse is “qualified” if the nurse currently works on or is oriented to the nursing unit where the positions exists, or is determined to be able to meet the routine or previously posted positions requirements, with an orientation not to exceed six (6) consecutive weeks.

**12.3.2** If the Medical Center determines that a reduction in force as defined in Section 12.1.2 of this article is necessary, a minimum of 45 days’ notice will be given to the Association detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Medical Center will provide the Association with a list of open RN positions at The Medical Center and, at the request of the Association, at any other Providence facilities within Oregon. An “open position” is any position for which the facility is still accepting applications.

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

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

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

**12.3.5.1** The nurse or the nurses with the least seniority as defined in Article 11 among the nurses in the shift or shifts of the patient

care unit or units where such action occurs, will be displaced from his/her position provided that the nurse or nurses who remain are qualified to perform the work. The displaced nurse or nurses whose position is taken away will become the displaced nurse or nurses for the purposes of the following subsections and will then have the following options:

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

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

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

**12.3.5.5** The displaced nurse or nurses will take the position of

the least senior regular nurse or nurses in the bargaining unit, provided he or she is qualified to perform the work of the position. For this sub-section only a nurse is qualified to perform the work of a position if he or she has held a regular position performing the duties of that position at the Medical Center within the two years immediately prior to the date the Medical Center provided notice to the Association of the need for a reduction in force. (The nurse or nurses whose position is thus taken will become the displaced nurse for purposes of the following subsection); or

**12.3.5.6** The displaced nurse will be laid off.

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

**12.3.7** Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off is/are qualified to perform the work of the recall position. A displaced nurse under any of the preceding sections or subsections of this article, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and/or cluster, in order of their seniority. Such recall rights continue for up to twelve (12) months from date of displacement. It is the responsibility of the displaced nurse to provide The Medical Center with any changes in address, telephone number or other contact information. If the displaced nurse fails to provide The Medical Center with such changes and The Medical Center is unable to contact him or her with available contact information, he or she forfeits any recall rights.

## ARTICLE 13 – COMPENSATION

**13.1** Wage Increase and Wage Scale. Wages and wage adjustments shall be as indicated in Appendix A.

<b>Start</b>	<b>Steps</b>
<b><u>Start</u></b>	<b><u>Less than 1 year</u></b>
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 7 years
Step 7	At least 7 years but less than 8 years
Step 8	At least 8 years but less than 10 years
Step 10	At least 10 years but less than 12 years
Step 12	At least 12 years but less than 15 years
Step 15	At least 15 years but less than 17 years
Step 17	At least 17 years but less than 20 years
Step 20	At least 20 years but less than 22, and 6 years at the Medical Center
Step 22	At least 22 years but less than 25, and 7 years at the Medical Center (effective January 2015)
Step 25	At least 25 years and 8 years at the Medical Center

**13.2** Nurses will progress to the next step on the scale on the anniversary of the nurse’s hire date, provided that on such date the nurse satisfies the following requirements:

**13.2.1** The nurses has completed at least the years of acute care registered nurse experience (and at least six (6) years of service with the Medical Center to progress to Step 20, at least seven (7) years of service with the Medical Center to progress to Step 22, and at least eight (8) years of service with the Medical Center to progress to Step 25) that correspond to the next step; and

**13.2.2** The nurse has worked at least 832 hours in that anniversary year. If a nurse has not worked at least 832 hours, the nurse's advancement to the next wage step will be delayed until completion of 832 hours of work; and

**13.2.3** The nurse has maintained current licensure and mandatory certification requirements for the 12 months preceding the evaluation;

**13.2.4** The nurse has successfully completed annual mandatory in-service, training and/or education in the required time frame, unless the nurse made reasonable good faith efforts to complete the in-service, training and/or education, but was unable to do so through circumstances outside of his/her control. A nurse who is not eligible for a step increase as a result of the application of this 13.2.2.4, will nonetheless be eligible for the step increase after 180 days, provided that as of that date the nurses has completed the in service training and/or education.

### 13.3 Wage Rates for Red-Circled Nurses

**13.3.1** Red-circled Nurses. A nurse who was not placed on a step because his/her wage rate was higher than his/her years of experience is "red-circled." A "red circled" nurse will not receive an increase until she/he has the years of experience that would equate to his/her current rate. Until then, each red-circled nurse will receive a lump sum bonus on the anniversary of his/her hire date in each on date of ratification in 2018, and January 2019, increase to the step scale implemented at that time for all other nurses in the bargaining unit, based on the amount of his or her wages in the preceding 12 month period.

**13.4** Credit for Prior Experience. A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s). A year of experience under this section is 1,872 hours of the related work (to be prorated for fewer hours in a year). The Medical Center may, in its discretion,

place a newly hired experienced nurse at a higher step rate of pay.

## ARTICLE 14 – OTHER PAY PRACTICES

### 14.1 Certification Differential.

**14.1.1** A nurse who obtains and maintains a nationally recognized nursing certification listed in the Medical Center’s nursing policy on certifications will be paid a differential of \$ 2.00 per compensated hour. Additional certifications may be recognized by the Medical Center, and recommended by PNCC.

**14.1.2** The nurse must have a current nationally recognized certification on file with Human Resources. Initial eligibility for the certification differential will begin on the first full pay period following submission to Human Resources. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to Human Resources of certification renewal before that date. If the proof is submitted to Human Resources within sixty days after that date, the certification differential will be paid from the renewal date. If the proof is submitted Human Resources more than sixty days after the renewal date, the certification differential will be resumed beginning with the first full pay period following the submission.

**14.1.3** Nurses with multiple recognized certifications will receive the certification differential for a maximum of one (1) certification.

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

**14.2.1** The shifts are defined below. When the nurse's hours on a particular shift are evenly split, the nurse will receive the higher differential.

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

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

**14.2.2 Evening Shift Differential:** Nurses will be paid an evening shift differential of \$2.15.

**14.2.3 Night Shift Differential:** Nurses will be paid a night shift differential of \$4.50 per hour.

**14.3 Charge Nurse Differential.** Charge Nurses shall be paid a differential of \$3.00 per hour in addition to their applicable hourly rate of pay for all compensated hours.

**14.4 Relief Charge Nurse Differential.** Relief Charge Nurses shall be paid for hours worked in such position a differential of \$3.00 per hour in addition to their applicable hourly rate of pay exclusively for hours worked as the charge nurse. The Relief Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

**14.5 Team Lead Differential.** Nurses assigned by the Medical Center to be Team Leads in the Operating Room shall be paid for hours worked in such position a differential of \$2.70 per hour in addition to their applicable hourly rate of pay for all compensated hours.

**14.6 Preceptor Differential.** A nurse assigned as a preceptor will be paid a differential of \$1.60 per hour worked as a preceptor. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

**14.7 Weekend Differential.** A nurse will be paid a weekend differential of \$1.70 per hour worked on a weekend shift. No weekend differential will be paid for any unworked hours.

**14.8 Float Differential.** For all nurses employed as designated float pool nurses at the time of ratification of this agreement, the Medical Center will pay a 15%

differential . That differential will not apply to any nurses hired into the float pool after December 31, 2011,

**14.9 Per Diem Nurses.** A per diem nurse will receive a differential of 15% of the nurse's base wage rate per compensated hour.

**14.10 Extra Shift.** A full-time or part-time nurse will be paid an extra shift differential of \$13.00 per hour (\$14.00 per hour on weekend shifts) for all hours worked per week in excess of the number of the nurse's regularly scheduled hours (including regularly scheduled weekend hours) for the week when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, when requested by the Medical Center, Within 14 days of the shift.. For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the application of MDO, and regularly scheduled hours not worked because the Medical Center has required attendance at a specific education program, will be counted as regularly scheduled hours worked for the week . Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades.

**14.10.1** If a full-time or part-time nurse's FTE status is reduced at the nurse's request, the extra shift differential will be payable to the nurse only for extra shifts worked in excess of 36 regularly compensated hours per week for the first 13 full pay periods following the nurse's FTE reduction or change in status. This provision will not apply, however, if a nurse reduces his/her FTE from 1.0 to .9 FTE by accepting a full-time 36-hour per week position.

**14.10.2.** No extra shift differential will be paid for any unworked hours.

**14.11 Standby.** The following standby compensation policies shall apply:

**14.11.1** Nurses in units other than those listed in 14.11.2 and nurses in the units listed in 14.11.2 who are not on *scheduled* standby will be paid \$3.85 for each hour of standby assigned by the Medical Center.

**14.11.2** Nurses *scheduled* for standby in the OR, PACU, Cath Lab, Nuclear Medicine, and Endoscopy will be paid \$5.00 for each such hour of scheduled standby.

**14.11.3** Time actually worked on a call-back while on standby shall be paid for at one and one-half (1-1/2) times the nurse's regular straight-time hourly rate of pay for a minimum of three hours. Such call-back pay rate will begin with the time the nurse actually begins work during the standby period, and the standby compensation will continue during call-back hours worked.

**14.11.4** Call back hours worked during evening and night shifts will be paid the appropriate shift differential.

**14.11.5** Nurses on call-back who complete the standby assignment and are subsequently called back within the original three-hour period will receive only the minimum three hours of call-back pay (not a three-hour minimum for each occurrence within such three-hour period).

**14.12 Calculation of Overtime.** The differentials in this Article will be included in each nurse's regular rate of pay, as applicable, for purposes of calculating overtime under the Fair Labor Standards Act.

**14.13 Pyramiding.** There shall be no pyramiding of time-and-one-half and/or greater premiums under this Agreement.

## **ARTICLE 15 – HEALTH INSURANCE**

**15.1** Laboratory examinations, when indicated because of exposure to communicable diseases at work, shall be provided by the Medical Center without cost to the nurse. A nurse, upon request, will be furnished a copy of all results of the aforementioned tests.

**15.2** Nurses will participate in the Providence Health Insurance program offered to a majority of the Medical Center's other employees, in accordance with its terms. From the Providence Health Insurance program, the nurse will select a medical coverage and, at the nurse's option, coverage from among the following benefits: (1) dental coverage, (2) supplemental life insurance, (3) voluntary accidental death and dismemberment insurance, (4) dependent life insurance, (5) health care reimbursement account, (6) day care reimbursement account, (7) vision care insurance, and (8) long-term disability insurance.

**15.3** The Medical Center will pay the premium cost of the medical and dental benefits selected by each participating nurse for Providence Health Insurance coverages offered under 15.2 above, up to the amount of the applicable Benefit Dollars provided to a majority of the Medical Center's other employees, based on category of coverage and full-time or part-time status.

**15.4** For 2018 and 2019, the nurses will participate in the plan, as offered to the majority of the Medical Center's non-represented employees; notwithstanding the foregoing, for 2019 the Medical Center will maintain the following plan features as they were in 2018: (1) amount of in-network net deductible (defined as deductible minus Health Reimbursement Account contributions from the Medical Center), (2) the percentage of employee premium contribution; and (3) the in-network out of pocket maximum.

**15.5** Coverage under the plans specified in Article 15.2 above will continue while a nurse is on PTO or EIT.

**15.6** Affordable Care Act.

**A.** The Hospital will comply with the provisions of the Affordable Care Act (ACA) which, beginning January 2015, require employers to offer medical insurance to employees who qualify by working a certain number of hours over a particular measurement period. The Hospital will offer such medical insurance to such qualifying nurses on the same basis that it does the majority of the Hospital's qualifying non-represented employees.

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

## **ARTICLE 16 – RETIREMENT**

**16.1** Nurses will participate in the Medical Center's retirement plans in accordance with their terms.

**16.2** At the time of ratification, the retirement plans include:

- The Core Plan (as frozen);
- The Service Plan;
- The Value Plan (403(b)); and
- The 457(b) plan

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

**16.4** The Medical Center may from time to time amend the terms of the plans described in this article; except (1) as limited by 16.3 above and (2) that coverage of nurses under Article 16.2 above shall correspond with the terms of coverage applicable to a majority of Medical Center employees.

## **ARTICLE 17 – PAID TIME OFF**

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

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

Length of Service	Rate of Accrual/Paid Hour	Approximate PTO Earned Each Year for Full-Time Employees (days = 8 hours)	Maximum Accruals (days = 8 hours)
First 5 years	0.088462	184 hours or 23 days	276 hours or 34.5 days
After 5 years	0.107693	224 hours or 28 days	336 hours or 42 days
After 10 years	0.126924	264 hours or 33 days	396 hours or 49.5 days

**17.3 Definition of a Paid Hour.** A paid hour under 17.2 above will include only hours directly compensated by the Medical Center, and mandatory days off, and will exclude standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, overtime hours or hours while not classified as a benefit-eligible nurse. A paid hour includes hours taken as PTO and EIT. Notwithstanding the prior provision, a nurse will not accrue PTO on any hours above 2,080 per year.

**17.3.1** Effective the pay period following ratification, the Medical Center will permit nurses to accrue PTO on all MDO hours, even if the nurse otherwise works his/her FTE in that workweek.

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

**17.5 Scheduling.** Except for unexpected illness or emergencies, PTO should be scheduled in advance using the automated timekeeping system (Kronos). Such requests may be submitted up to twelve (12) months in advance of the requested PTO time. If a nurse requests PTO after the unit schedule is posted, the nurse must arrange for his or her own replacement and obtain the approval of his or her manager.

**17.5.1** If more nurses within a unit request PTO for the same time period than the Medical Center determines to be consistent with its operating needs per unit specific core staffing guidelines, then PTO requests will be granted in order of date received. In the event that competing requests were submitted on the same date, the nurse with the highest seniority shall have his/her request granted. If those two registered nurses have the same seniority, the issue will be decided by a flip of a coin. However, requests for time off that include a holiday will be granted on a rotating basis.

**17.5.2 Duration of Time Off.** The Medical Center may limit PTO to no more than sixteen (16) consecutive days during peak times (defined as PTO including June, July and August; Thanksgiving week; and the two weeks including Christmas and New Year). Requests for longer periods of time off during such peak times may be granted at the discretion of the Medical Center.

**17.5.3 Notification of PTO Request Approval.** The Medical Center shall notify a nurse who submits a request for PTO approval or denial of such request within thirty (30) calendar days of the request, and, in any event, prior to the posting of the schedule in Kronos.

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

**17.5.5 Denials of PTO.** In the event nurses on a particular unit or units have concerns about a pattern of denial of PTO or a specific situation involving denial of PTO, the concern may be raised first with the manager, and if the concern is not resolved, then with the PNCC and with the Staffing Plan Committee.

**17.5.6 Calendar of PTO Granted.** Each nursing unit will have a calendar of approved PTO requests.

**17.6** Accrued PTO may be used in the pay period following completion of 3 months of employment and then in or after the pay period following the pay period when accrued, except with respect to use on observed holidays as provided in 17.7 below. Prior to three (3) months of employment nurses may only use PTO in cases of mandatory low census.

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

- When a nurse is on a mandatory day off, by making the appropriate entry on the nurse's timecard;
- For military leaves of absence under federal leave laws; or
- If (1) a nurse works in a unit that is normally scheduled only Monday through Friday; (2) the unit is closed for the holiday; and (3) the nurse is placed on standby by the Medical Center for the holiday.

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

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

**17.6.4** If the Medical Center offers a different PTO plan to its non-represented employees, the Medical Center will meet, upon request, with the ONA Executive Committee to discuss the option of adopting the different PTO plan. Unless the parties agree in writing that the represented nurses will participate in such plan, the terms of this Agreement will apply.

## **17.7 Holidays.**

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

- When a nurse is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the nurse, with the manager's approval, works (or if the nurse requests but is not assigned to work) a substitute day in the same workweek, the nurse is not required to use PTO for the holiday.
- If a nurse works on an observed holiday, the nurse will be paid one and one-half (1½) times the nurse's straight-time rate and will retain accrued PTO hours for use at another time.
- If an observed holiday occurs on a Saturday or Sunday, nurses in units that are regularly scheduled only Monday through Friday will observe the holiday on the Friday or Monday that is closest to the holiday and designated by the Medical Center.
- A night shift will be deemed to have occurred on an observed holiday only if a majority of its scheduled hours are within the holiday.
- If an observed holiday occurs before completion of a regular nurse's first six (6) months of employment and the nurse does not have sufficient PTO hours accrued, the PTO hours used for the holiday under this section will be charged against the next PTO hours accrued by the nurse.

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

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

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

## **ARTICLE 18 – EXTENDED ILLNESS TIME**

**18.1 Extended Illness Time.** The Extended Illness Time ("EIT") program encompasses time taken in connection with illness, injury, and family medical leaves (in accordance with the law).

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

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

**18.4** Accrued EIT may first be used in or after the pay period following six (6) months of employment and then in or after the pay period following the pay period when accrued.

**18.4.1** EIT will be used for any absence from work due to the following:

**18.4.1.1** The nurse's admission to a Medical Center, including a day surgery unit, as an inpatient or outpatient, for one or more days and any necessary absence immediately following hospitalization.

**18.4.1.2** When a nurse receives outpatient procedures under conscious sedation, spinal block, or general anesthesia in a free-standing

surgical center or in a surgical suite at a physician's office.

**18.4.1.3** The nurse's disabling illness after a waiting period of missed work due to such condition that is equal to the shorter of three (3) consecutive scheduled work shifts up to a maximum of twenty-four (24) consecutive scheduled hours.

**18.4.1.4** Partial-day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period of missed work due to such condition that is equal to the shorter of the equivalent of three (3) consecutive scheduled work shifts up to a maximum of twenty-four (24) consecutive scheduled hours.

**18.4.1.5** After qualification for use under subparagraph 18.4.2.3 and 18.4.2.4 above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.

**18.4.1.6** Approved family medical leave under applicable law.

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

**18.4.3** If the Medical Center offers a different EIT plan to its non-represented employees, the Medical Center will meet, upon request, with the ONA Executive Committee to discuss the option of adopting the different EIT plan. Unless the parties agree in writing that the represented nurses will participate in such plan, the terms of this Agreement will apply.

**18.5 Change in Status.** Upon changing from benefit-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, the nurse's accrued but unused EIT will be placed in an inactive account from which the nurse may not use

EIT. Upon return to benefit-eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse's active and inactive accounts will be terminated and will not be subject to cash-out, but such an account will be reinstated if the nurse is rehired within six (6) months of the termination of employment.

## **ARTICLE 19 – LEAVES OF ABSENCE**

**19.1 Requests for Leave.** Leaves of absence may be granted at the option of the Medical Center for good cause shown when applied for in writing in advance. Leaves of absence will be granted only in writing. Requests for leaves of absence should be submitted in advance of requested leave date to the greatest extent possible. The Medical Center will respond within two (2) weeks of receipt of request.

**19.2 Return from Leave.** Nurses who return from leaves of absence shall be restored to their former shift and assignment as required by applicable federal and Oregon law, or when the employee's continued use of accrued paid benefits exceeds the applicable federal and Oregon law. Nurses who return from a leave of absence longer than the prior provision but less than six (6) months will be reinstated to a position on the nurse's former unit and shift, if such position is vacant.

**19.3 Family and Medical Leave.** Family and medical (including parental and pregnancy) leaves of absence will be administered by the Medical Center consistent with applicable federal and Oregon law. Such a leave of absence will be unpaid only after the nurse has exhausted all PTO and, if applicable, EIT that she/he is eligible to take.

**19.4 Military Leave.** Leaves of absence for service in the armed forces of the United States will be granted in accordance with federal law. A leave of absence granted for active military duty, may be charged as PTO unless requested by the nurse to take as unpaid time.

**19.5 Bereavement Leave.** The Association and the Medical Center agree on the importance of time for grieving when a family member dies. To honor this, a regular full or part-time nurse who has a death in his/her family will be granted *three (3)* days off

with pay due to the death of a family member, provided that the leave is taken within a reasonable time of the family member's death. For purposes of this section, "family member" shall be defined as parent, mother-in-law, father-in-law, spouse, child (including a foster child then residing with the nurse or spouse's child), daughter-in-law or son-in-law, grandparent, grandchild, sister or brother, sister-in-law or brother-in-law, or other person who is eligible for participation under the nurse's insurance plan. Out of respect for the needs of the person and the Medical Center, requested time off shall be identified and scheduled with the manager as soon as arrangements are known. Further, all parties agree that this bereavement leave is intended for family members as defined above. Nurses may request other leave for any other person whose association with the nurse was similar to any of the above relationships, and Medical Center will seek to accommodate such requests.

**19.6 Jury Duty Leave.** A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service, and he/she will be paid his/her regular straight-time pay for the scheduled workdays he/she missed, provided that he/she has made arrangements with his/her supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service. A nurse must report for work if his/her jury service ends on any day in time to permit at least four (4) hours' work in the balance of his/her normal workday. Nurses who work night shift will not be required to work the night shift immediately prior to jury duty or the night shift which occurs following a jury duty assignment (2300 to 0700 hours).

**19.7 Witness Leave.** Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Medical Center, involving their duties at the Medical Center, during their normal time off duty will be compensated for the time in court at the their straight-time rate of pay, not including shift differential, provided that the subpoenaed nurse notifies the Medical Center immediately upon receipt of the subpoena.

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

## **ARTICLE 20 – ASSOCIATION BUSINESS**

**20.1 Access to Premises.** Duly authorized representatives of the Association shall be permitted at reasonable times to enter the facilities operated by the Medical Center for purposes of transacting Association business for this bargaining unit and observing conditions under which nurses are employed. The Association will inform the Director of Human Resources or his or her designee in advance when he or she is on the premises. Transaction of any business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees, shall not interfere with the work of any employees or with patient-care needs, and shall be directly related to contract negotiation and administration matters.

**20.2 Bulletin Boards.** The Medical Center will provide posting space for the Association of approximately 18” x 24” in the staff lounges on the units listed below and half of the bulletin located near Mary Norbert Hall (and a designated bargaining unit officer will be given a key to the lock), which will be the exclusive places for posting of Association-related notices. Such postings will be limited to (1) notices stating the date, time, and place of Association meetings for bargaining unit members, with a limited description of the topic, and (2) notices that relate to contract administration. The bulletin board space shall be provided in the staff lounge in 3 Spine/Total Joint, Med/Surg, Telemetry, Birthplace, IVCR, PACU, OR, Short Stay/Endoscopy, Inpatient Rehabilitation, Surgical Services, Emergency, and Critical Care Unit. A copy of any notice to be posted shall be given to the Medical Center’s Human Resources Department.

**20.3 Orientation.** The Medical Center will provide fifteen (15) minutes prior to the scheduled end of the new hire nursing orientation for a bargaining unit nurse designated by the Association to discuss contract negotiation and administration matters with newly hired nurses. The Medical Center will notify the Association or its designee of the date of nursing orientation. A newly hired nurse who attends the meeting with the Association will be paid for the fifteen (15)-minute period.

**20.4 Information Provided to the Association.** The Medical Center will provide to the Association (1) on a quarterly basis, a list of nurses in the bargaining unit, including the following information: nurse's name, address, phone number (unless the

nurse requests that the Medical Center not provide a phone number), department, seniority date, FTE status, regular shift, date of termination (if applicable), and beginning date of leave (if applicable); and (2) on a monthly basis, a list of newly-hired nurses and nurses whose bargaining unit employment has ended, including the nurse's name, address, department, and date of termination (if applicable). The parties will agree on a specific identifying numbering system for employees to be included with each of the above lists. Such lists shall be provided in electronic format (Microsoft Excel or similar format).

**20.4.1** At least 15 days before the first time that the Medical Center provides a list that includes nurses' phone numbers, the Medical Center will inform all nurses that it intends to provide such information and nurses will have the opportunity to indicate any objection to providing his/her own phone number.

**20.5 Information from the Association.** The Association will provide the Medical Center with a written list of the names of the nurse(s) designated as the Association representative(s) (stewards).

**20.6 Copies of the Agreement.** The Association will provide copies of this Agreement to members of the bargaining unit.

## **ARTICLE 21 – MANAGEMENT RIGHTS**

**21.1** The Association recognizes the Medical Center's right to operate and manage the Medical Center and that the Medical Center has the obligation to provide medical and treatment services and related health care within the community.

**21.2** Except as particular matters are specifically limited by this Agreement, the Medical Center has the exclusive right to operate and manage the Medical Center, and the Medical Center retains all rights, powers, and authority inherent in the management function, including, but not limited to, the right to extend, limit, consolidate, or discontinue operations and services, and employment pertaining thereto, to determine the methods and means for providing services; to determine the kind and location of facilities; to administer and control the premises, facilities, utilities, equipment, and supplies; to select, hire, classify, train, orient, promote, transfer, assign, direct, reward,

demote, layoff, and supervise nurses, to take corrective action; to determine work schedules; to direct employees and determine job assignments; to formulate, modify, and assess qualifications and standards of performance and attendance; to determine staffing requirements; and to utilize suppliers, subcontractors, and independent contractors as it determines appropriate, including the right to use traveling, agency, or temporary personnel. This list is illustrative only, and should not be construed to restrict or limit those prerogatives not mentioned which are inherent in the management function.

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

**21.4** The Medical Center has the right to establish, change, modify, interpret, or discontinue its policies, procedures, and regulations.

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

**22.1 Grievance Definition and Application.** A grievance is defined as any dispute by a nurse over the Medical Center's interpretation and application of the provisions of this Agreement. The Medical Center and the Association have the shared goal that grievances be heard promptly, acted upon in a timely manner, and, when feasible, effectively resolved.

**22.1.1** During a nurse's introductory period, the nurse may present grievances under this Article to the same extent as a post-introductory period nurse, except that discipline and continued employment of an introductory period nurse will be determined exclusively by the Medical Center and will not be subject to this Article.

**22.2 Informal Resolution.** A nurse who believes that the Medical Center has violated provisions of this Agreement is encouraged to discuss the matter with the nurse's immediate supervisor before undertaking the following grievance steps.

**22.3 Grievance Process.** A grievance will be presented exclusively in accordance with the following procedure:

**22.3.1** Step 1 -- If a nurse has a grievance, he or she may submit it in writing to the nurse's Nurse Manager, with a copy to the Human Resources department, within fifteen (15) calendar days after the date when the nurse had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance. Fifteen (15) calendar days after the date of notice of any discharge or other discipline which is the subject of the grievance. The written grievance will describe the alleged violation of this Agreement and the date of the alleged violation, identify the Agreement provision alleged to have been violated, and set forth the nurse's proposed resolution of the grievance. The Nurse Manager will review the grievance and transmit a written reply within fifteen (15) calendar days of receiving the written grievance.

**22.3.2** Step 2 -- If the grievance is not resolved, the nurse may submit the grievance in writing to the Medical Center's Nurse Executive within fifteen (15) calendar days after the date the nurse received the Medical Centers Step 1 reply. If the has not received a reply from his/her nurse manager, the nurse may contact Human Resources for assistance. The Nurse Executive, or his or her designee, will review the grievance and offer to meet with the grieving nurse and an Association representative. Within fifteen (15) calendar days after a meeting between such Medical Center representative, the grievant, and the grievant's Association representative, the Nurse Executive, or designee, will transmit a written decision to the grievant and the Association.

**22.3.3** Step 3 -- If the grievance is not resolved to the nurse's satisfaction at Step 2, the nurse may present the grievance in writing to the Medical Center's Administrator within fifteen (15) calendar days after receipt of the reply in Step 2. The Administrator will review the grievance and do one of the following:

**22.3.3.1** Transmit a written answer within fifteen (15) calendar days of receiving the submission; or

**22.3.3.2** Meet with the grievant, grievant's representative, and the Nurse Executive to discuss the grievance. If the Medical Center Administrator chooses to convene such a meeting, the Medical Center Administrator shall transmit a written response to the grievant and the Association within fifteen (15) calendar days of the meeting.

**22.3.4** Step 4 -- If the grievance is not resolved to the nurse's satisfaction at Step 3, the Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, the Association must notify the Administrator in writing of such submission not later than ten (10) days after receipt of the Administrator's Step 3 response or, if such response has not been received, within twenty (20) days after proper presentation of the grievance to Step 3.

If the parties are unable to mutually agree upon an arbitrator at Step 4, the arbitrator shall be chosen from a list of five (5) names from Oregon furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

The arbitrator's decision shall be rendered within thirty (30) days after the grievance has been submitted to the arbitrator, unless the parties by mutual agreement extend such time limit.

The decision of the arbitrator shall be final and binding on the grievant and the parties, except that the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement or to impose any obligation on the Association or Hospital not expressly agreed to in this Agreement.

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

**22.4 Timelines.** A grievance will be deemed untimely if the time limits set forth above for submission of a grievance to a step are not met, unless the parties agree in

writing to extend such time limits. If the Medical Center's response at a step is not timely, the grievant and/or the Association (as stated in the process) may elevate the grievance to the next step and may do so at any point within 45 days of the date that the Medical Center's response was due. Thereafter, if the grievance is not pursued to the next step, the grievance will be resolved on the basis of the most recent response.

**22.5 Association Grievance.** Only a nurse who was actually involved in the occurrence may present a grievance, except that a representative of the Association may present a group grievance where the occurrence actually involved at least three (3) nurses, provided that the grievance is signed by one of the affected nurses or an officer of the bargaining unit ("Association Officer.").

## **ARTICLE 23 – NO STRIKE/NO LOCKOUT**

**23.1 No Strike or Lockout.** In view of the importance of the operation of the Medical Center's facilities to the community, the Medical Center and the Association agree that during the term of this Agreement, (1) the Medical Center will not engage in any lockout, and (2) neither the Association nor nurses will engage in any strike, walkout, slowdown, other actual or attempted interruptions of work, picketing of the Medical Center for any reason, or interference with the orderly operation of the Medical Center by either the nurses or the Association.

**23.2 No Sympathy Strike.** The Medical Center and the Association further agree that there shall be no sympathy strikes by nurses or Association during the term of this Agreement. If, however, an individual nurse in good conscience does not want to cross a lawful primary picket line, the nurse may request absent time without pay or benefits. Such request will be considered by the Medical Center, which may grant the request if it determines, in its sole discretion, that patient care will not be adversely affected.

## **ARTICLE 24 – SEPARABILITY**

**24.1** The parties believe that this Agreement complies with applicable state and federal laws.

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

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

## **ARTICLE 25 – SUCCESSORS**

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

## **ARTICLE 26 – DURATION AND TERMINATION**

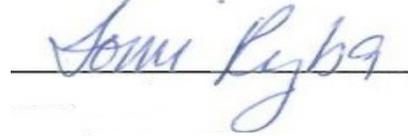
**26.1 Duration.** This Agreement shall be effective as of the date of ratification, except as specifically provided otherwise, and shall remain in full force and effect through March 31, 2020, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this article.

**26.2 Modification.** If either party hereto desires to modify or amend any of the provisions of, or to terminate, this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of March 31, 2020, or any March 31 thereafter that this Agreement is in effect.

**26.2.1** This Agreement may be opened by mutual agreement of the parties at any time.

**OREGON NURSES ASSOCIATION**

**PROVIDENCE MEDFORD MEDICAL CENTER**



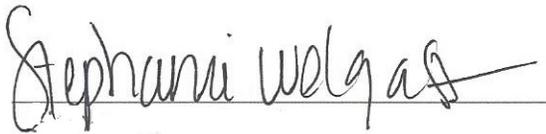
Renee Swenson  
Chairperson

Tomi Ryba  
Chief Executive Officer



Rick Mailand  
Vice Co-Chairperson

Julie Levison  
Human Resources Director



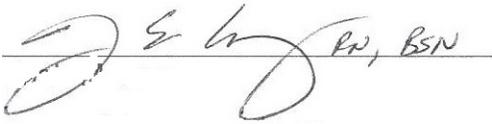
Stephanie Wolgast  
Vice Co-Chairperson



Dan Richmond  
Treasurer



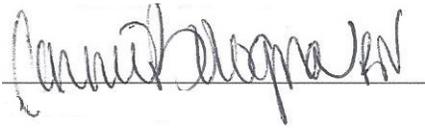
Vicki Knudsen  
Membership Chairperson



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Josh Murray

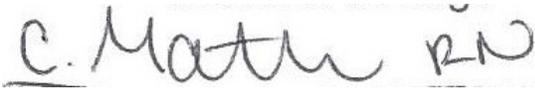
Member-at-large



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Connie Bologna

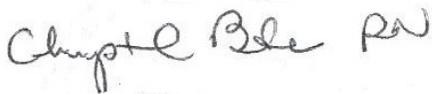
Member at large



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Christalyn Matlock

Negotiator



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Crystal Brunston

Negotiator



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Susan Bruce

ONA Labor Relations Representative

## MEMORANDA OF UNDERSTANDING

1. The Medical Center will send a letter to ONA confirming that for the term of the contract, the Medical Center will not challenge the status of nurses holding positions called Charge Nurses as bargaining unit nurses based on the National Labor Relations Board ruling of *Kentucky River*.

2. The parties acknowledge and agree that the Medical Center will be creating and posting a maximum of five Clinical Coordinator positions that are excluded from the bargaining unit. The Medical Center agrees to the following parameters related to the duties and assignments of such Clinical Coordinators, given the potential impact on members of the bargaining unit:

a. No bargaining unit nurse will be displaced from her/his shift or unit or from employment with the Medical Center, as a result of the creation of a Clinical Coordinator position on a unit. Notwithstanding the prior sentence, the parties acknowledge that there will be Charge Nurses who no longer serve as a Charge Nurse when there is a Clinical Coordinator on duty.

b. The Clinical Coordinators will be included in the rotation for Mandatory Days Off within the assigned patient care unit.

c. The Medical Center will develop unit-specific guidelines for when it is appropriate for a Clinical Coordinator to assume a patient care assignment, with the general understanding that such assignments will be short in duration (e.g., no more than four hours) and that if such a patient assignment is necessary for a longer period, the Medical Center will reasonably attempt to call in qualified bargaining unit nurses from the patient care unit.

## APPENDIX A: WAGES

Effective first full pay-period following ratification as in the table below.

Effective full pay-period including July 1, 2019, across the board step increases of 1%,

<b>Contract Step</b>	<b>Cur Rate</b>	<b>Effective first full pay period following ratification</b>	<b>Effective pay period including 12/31/2018</b>	<b>Effective pay period including 7/1/2019</b>
<b>Start</b>	\$ 34.01	\$35.30	\$36.01	\$36.37
<b>After 1</b>	\$ 34.79	\$36.71	\$37.44	\$37.81
<b>After 2</b>	\$ 36.22	\$38.18	\$38.94	\$39.33
<b>After 3</b>	\$ 37.53	\$39.71	\$40.50	\$40.91
<b>After 4</b>	\$ 38.91	\$41.30	\$42.13	\$42.55
<b>After 5</b>	\$ 40.32	\$42.95	\$43.81	\$44.25
<b>After 7</b>	\$ 43.31	\$44.67	\$45.56	\$46.02
<b>After 8</b>	\$ 44.76	\$46.17	\$47.09	\$47.56
<b>After 10</b>	\$ 45.14	\$46.56	\$47.49	\$47.96
<b>After 12</b>	\$ 45.98	\$47.43	\$48.38	\$48.86
<b>After 15</b>	\$ 47.46	\$48.96	\$49.94	\$50.44
<b>After 17</b>	\$ 48.17	\$49.69	\$50.68	\$51.19
<b>After 20</b>	\$ 49.11	\$50.66	\$51.67	\$52.19
<b>After 22</b>	\$ 51.05	\$52.66	\$53.71	\$54.25
<b>After 25</b>	\$ 52.72	\$54.38	\$55.47	\$56.02

## APPENDIX B: HEALTH, DENTAL, AND VISION INSURANCE

The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Medical Center’s employees, provided, however, that the Medical Center agrees that the plan will have the following provisions in 2018 and 2019:

### Medical Benefit Design In Network

<b>Plan Feature</b>	<b>Health Reimbursement Medical Plan(HRA)</b>	<b>Health Savings Medical Plan (HSA)</b>
Annual deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
Annual out-of-pocket maximum (includes deductible)	\$3,300 per person \$6,600 per family	\$3,000 employee only \$6,000 if covering dependents
Preventive Care	No Charge	No Charge
Primary Care Provider visits (non-preventive)	\$20.00 co-pay	10% after deductible
Specialist Provider	Tier I network: 10% after deductible Tier II network: 20% after deductible	Tier I network: 10% after deductible Tier II network: 20% after deductible
Lab and x-ray	20% after deductible	20% after deductible
Alternative care (chiropractic, acupuncture)	Tier I, Tier II network: 20% after deductible Combined 12 visit limit per calendar year	Tier I, Tier II network: 20% after deductible Combined 12 visit limit per calendar year
Naturopathy	Tier I, Tier II network: 20% after deductible.	Tier I, Tier II network: 20% after deductible.
Outpatient behavioral health care visits	No Charge	Tier I, Tier II network: No charge after deductible.

Outpatient hospital/surgery facility fees (except hospice, rehab)	Tier I network: 10% after deductible Tier II network: 25% after deductible.	Tier 1 network: 10% after deductible -Tier II network: 25% after deductible
Inpatient hospital facility fees, including behavioral health	Tier I network: 10% after deductible Tier II network: 25% after deductible	Tier I network: 10% after deductible Tier II network: 25% after deductible
Hospital physician fees	PH&S employed: 10% after deductible Other in-network: 20% after deductible	PH&S employed: 10% after deductible Other in-network: 20% after deductible
Emergency room	\$250 copay (waived if admitted)	20% after deductible
Urgent Care Professional fees	Tier I network: 10% after deductible. Tier II network: 20% after deductible	Tier I network: 10% after deductible. Tier II network: 20% after deductible
Maternity Pre-Natal as Preventive Care	No charge	No charge
Delivery, and Post-natal Provider Care	No charge	Tier I network: 10% after deductible. Tier II network: 20% after deductible.
Maternity Hospital Stay and Routine Nursery	Tier I network: 10% after deductible Tier II network: 25% after deductible	Tier I network: 10% after deductible Tier II network: 25% after deductible

### Medical Premiums

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

Level of Benefit	Health Reimbursement Medical Plan (HRA)		Health Savings Medical Plan (HSA)	
	2018	2019	2018	2019
<b>Full Time</b>				
Employee Only	\$11.80	5% of premium	\$0.00	\$0.00
Employee and child(ren)	\$23.10	8% of premium	\$11.30	Not to exceed 15% of premium
Employee and Spouse/Partner	\$31.30	8% of premium	\$19.55	Not to exceed 15% of premium
Employee and Family	\$43.10	8% of premium	\$30.85	Not to exceed 15% of premium
<b>Part Time</b>				
Employee Only	\$24.65	10% of premium	\$12.35	Not to exceed 10% of premium
Employee and child(ren)	\$43.65	13% of premium	\$31.35	Not to exceed 20% of premium
Employee and Spouse/Partner	\$56.45	13% of premium	\$44.20	Not to exceed 20% of

				premium
Employee and Family	\$75.45	13% of premium	\$63.20	Not to exceed 20% of premium

**Prescription Drugs**

<b>In-network Plan Feature</b>	<b>Health Reimbursement Medical Plan (HRA)</b>	<b>Health Savings Medical Plan (HSA)</b>
Tier I network retail pharmacies (30-day supply)	Preventive: No Charge Generic: \$10 copay per Rx Formulary brand: 20% of cost after deductible (maximum cost is \$150 per Rx) Non-Formulary brand: 40% of cost after deductible (maximum cost is \$150 per Rx)	Preventive: No Charge Generic: 10% after deductible Formulary brand: 20% of cost after deductible (maximum \$150 per Rx) Non-formulary brand: 40% of cost after deductible (maximum \$150 per Rx)
Tier II network retail pharmacies: (30-day supply)	Preventive: No Charge Generic: \$10 copay per Rx Formulary brand: 30% of cost after deductible (maximum cost is \$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 after deductible. (maximum \$150 per Rx)
Mail order (90 day supply)	3 x copay	3 x retail
Specialty (30-day supply) from plan designated pharmacy network providers.	20 % of cost after deductible (maximum \$150.00 per Rx.)	20% of cost after deductible (maximum \$150 per Rx)

## Medical Savings Account

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

<b>In-network Plan Feature</b>	<b>Health Reimbursement Medical Plan (HRA)</b>	<b>Health Savings Medical Plan (HSA)</b>
Earned health incentive Note: amounts are pro-rated for nurses hired mid-year	\$700 Individual \$1400 Family	\$700 Individual \$1400 Family
Annual in-network net deductible (deductible minus health incentive)	\$450 per person \$900 max per family	\$800 employee only \$1,600 if covering dependents
Annual in-network out-of-pocket maximum (with in-network deductible)	\$3300 per person \$6600 max per family	\$3000 employee only \$6000 if covering dependents
Annual in-network net out-of-pocket maximum (with in-network deductible)	<u>\$2,600 per person</u> \$5,200 max per family	\$2,300 employee only \$4,600 if covering dependents

Any balance left in year in the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) that is unused at the end of the plan year may be rolled over to the HRA or HSA account for the next plan year in accordance with the terms of the accounts or any applicable/required laws. If the nurse has been employed for at least five consecutive years with the Medical Center, he or she may use the unused money in the HRA deposited prior to 2016 upon termination of employment for purposes permitted by the plan. Nurses who change to a non-benefit eligible status may also use the vested balance in the HRA to pay for COBRA premiums. Starting in 2016, HRA funds (those associated with the HRA Medical Plan) will be available to cover eligible Providence employee dental and vision plan expenses, and not just HRA Medical Plan expenses; HRA funds deposited after Jan. 1, 2016, will no longer be available for use

once enrollment in the HRA medical plan has ended.

Coordination of Benefits. The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2018.

**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
<b>Diagnostic and Preventative</b>				
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space Maintainers, Resin Restoration	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.
<b>Restorative</b>				
Fillings, Stainless Steel Crowns, 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	Deductible and 20% of	Deductible and 30% of	Deductible and 20% of	Deductible and 30% of the

Sedation	the cost	the cost	the cost	Cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoectomy	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
<b>Major</b>				
Crowns, veneers or onlays, crown build ups, Post and core on endodontically treated teeth,	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			
Annual Maximum that the plan pays	\$1,500 per person	\$1500 per person	\$2,000 per person	\$2000 per person
Annual Deductible Per person	\$50	\$50	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150

Orthodontia	Not covered	50% after \$50 lifetime deductible \$2,000 lifetime maximum
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### Dental Premiums

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

Level of Benefit	Delta Dental PPO 1500		Delta Dental PPO 2000	
	2018	2019	2018	2019
<b>Full Time</b>				
Employee Only	\$0.00	\$0.00	\$3.76	13% of premium
Employee and child(ren)	\$4.47	30% of premium	\$10.49	39% of premium
Employee and Spouse/Partner	\$7.45	30% of premium	\$14.98	39% of premium
Employee and Family	\$11.91	30% of premium	\$21.70	39% of premium
<b>Part Time</b>				
Employee Only	\$4.96	20% of premium	\$8.72	31% of premium
Employee and child(ren)	\$10.92	40% of premium	\$16.94	48% of premium
Employee and Spouse/Partner	\$14.89	40% of premium	\$22.42	48% of premium
Employee and Family	\$20.84	40% of premium	\$30.63	48% of premium

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

**Vision**

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

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

**Vision Premiums**

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

<b>Level of Benefit</b>		
Full Time	2018	2019
Employee Only	\$3.11	50% of premium
Employee and child(ren)	\$5.60	50% of premium
Employee and Spouse/Partner	\$6.22	50% of premium
Employee and Family	\$9.33	50% of premium
Part Time	Plan Year 2018	Plan Year 2019
Employee Only	\$4.98	80% of premium

Employee and child(ren)	\$8.96	80% of premium
Employee and Spouse/Partner	\$9.96	80% of premium
Employee and Family	\$14.93	80% of premium

### **Working Spouse Surcharge**

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

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

- 1. Does not have coverage through his or her employer.
- 2. Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage).
- 3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage).
- 4. Is a Providence benefits-eligible employee.
- 5. Has employer-provided medical coverage with an annual out-of-pocket maximum greater than \$6,600 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 in-network 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.

## LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE

The parties acknowledge and agree that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Medical Center. Toward that end, the Medical Center agrees that it will include 2 nurses selected by the Association and one representative from the Association to review the medical insurance provided by the Medical Center. The purpose of this committee is to review relevant data and provide input and recommendations to the Medical Center as to whether the insurance program is achieving the goal of improved wellness of employees and reduction in associated costs. The work of the Task Force could also include, e.g., an assessment of whether the anticipated cost increases were realized, whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization, etc. The task force will meet no more than twice per year without the mutual agreement of both parties.

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

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

# EXHIBIT 1

## PMMC STAFFING PLAN COMMITTEE: RELATIONSHIP-BASED FLOATING GUIDELINES

Staffing Plan Committee Approvals  
Approvals:  
Revisions: 11/29/2017

- A. Principle:** Our goal is to promote comfort and safety for patients and staff through a “relationship-based” floating process between units.
- Two categories of floating are defined below to differentiate expectations between a nurse who is expected to remain on the floated unit for the duration of their shift (Full Shift RN) and the nurse who must be available to be called back to their primary unit at any time during the shift (Resource RN)
    - Full Shift RN
      - For a nurse floating to a floor where orientation has been completed, the nurse may be assigned to another RN to work as a team for a group of patients not to exceed the total number of patients they would have individually, or the Full Shift (float) RN would assume a patient assignment based on core staffing guidelines. 2E and 2W nurses are capable of assuming responsibility for a full patient assignment on either unit of general medical surgical patients. The floated RN may be assigned department specific specialties as their competencies allow.
      - When the floated RN is assigned to a core/unit-based RN, the “Care Team” created will be assigned a patient group based on core staffing guidelines, taking into consideration acuity and floated RN competencies. The core RN is in charge of the “Care Team” and will work collaboratively with the floated RN to decide together how the care will be divided to best serve patient care needs.
      - When floating mid-shift, it is the responsibility of the receiving Charge Nurse to negotiate time of arrival to assigned unit with the RN being floated or the sending unit’s Charge RN. The established time of arrival will be appropriate and realistic to allow the floated RN to safely and professionally hand off patient care to another RN and/or take a rest period if needed.
    - Resource RN (from Birthplace, Emergency Department and ICU)
      - Birthplace and ED Nurses are only used as Resource Nurses.
      - The first two ICU RNs that are floated are only used as Resource RNs so they may be immediately retrievable to ICU.
      - In the rare circumstance more than two ICU RNs are floated, the additional floated ICU RNs may take patient assignments on 2W with a 4:1 patient to RN ratio with a CNA assist or 3:1 ratio without a CNA assist. RNs will still follow the other guidelines under "Full Shift RN" category as applicable when at least two ICU resource RNs are without patient assignments and able to return to ICU when needed.

**DISCLAIMER: (Reference ONA contract Article 5.5 (this guideline does not supersede Article 5.5))**

**PMMC STAFFING PLAN COMMITTEE:  
RELATIONSHIP-BASED FLOATING GUIDELINES**

**Staffing Plan Committee Approvals**  
**Approvals:**  
**Revisions: 11/29/2017**

- ICU RNs may be floated to the Monitor Technician (MT) Role once they have been oriented. Monitor technician orientation and actual float hours will be tracked in the ICU MDO/FLOAT excel file along with other ICU RN floating assignments.
  - Non-ICU RNs that float to the MT role must have had one shift of MT orientation per year as well as passed a basic ECG rhythms test.
  - The Resource RN will float to a unit to assist other nurses with their patient assignment and must be able to leave the unit immediately if called back to their primary unit. Resource RN will not be assigned or responsible for a group of patients. The nurse may be assigned to another RN or as a floor resource. Duties will be directed by the Charge Nurse.
  - The nurse may also be considered as Hospital Resource Nurse, to assist on multiple units. In this case, the Administrative Supervisor on duty will direct the RN regarding which departments to report to and duties assigned.
  - Nurses will receive orientation as described below in section “B” and “C”.
  - Duties may include : Vital signs, baths, feeding patients as needed, ambulating patients, start IVs, assist with passing meds as appropriate, assist with transportation of patients, respond to call lights as appropriate, assist with orders as knowledge allows, assist with patient mobility as needed, assist with admits / discharges / transfers, assist with procedures as knowledge allows, other duties as assigned.
- Floating Guidelines are as follows:
    - A nurse will not be forced to float to another unit when a share-care, agency, traveler or other non-core staff RN (who has been oriented to float to the other unit) is working on the home unit (ONA Contract, Section 5).
    - Floating determinations will be made at the bed board meetings where charge nurses and the administrative supervisor will collaborate to best determine needs.
    - When unexpected changes occur, the House Supervisor RN shall collaborate with the sending and receiving Charge RNs regarding float status subject to the department restrictions and exceptions specified under Resource RNs.
    - When the House Supervisor RN and Charge RNs are unable to reach a consensus on floating determinations, the unit manager(s) and/or administrator on call shall be consulted.

**DISCLAIMER: (Reference ONA contract Article 5.5 (this guideline does not supersede Article 5.5))**

**PMMC STAFFING PLAN COMMITTEE:  
RELATIONSHIP-BASED FLOATING GUIDELINES**

**Staffing Plan Committee Approvals**  
**Approvals:**  
**Revisions: 11/29/2017**

- Staffing Requests & Documentation Forms are used to document staffing process variances and/or errors related to staffing. (Nursing Staffing Plan Policy 2017).
- Nurses from closed units may volunteer to be oriented to other units and will follow these guidelines. Such nurses will work with their respective managers to arrange for orientation for Full Shift RN or Resource RN assignment and obtain manager approval.

**B. Orientation for “Full Shift RN” will include (in addition to the above):**

- Charting system (as needed to support assignment).
- Admit/discharge process.
- Unit Based Competencies/Skills as applicable.

**C. Orientation for “Resource RN” will include:**

- Introduction to the team.
- Patient care expectations for your unit.
- Staff roles/assignments.
- Floor layout.
- Codes for med rooms, drawers and other environmental accesses.
- Location of equipment.

**DISCLAIMER: (Reference ONA contract Article 5.5 (this guideline does not supersede Article 5.5))**









**CONTRACT RECEIPT FORM**

*(Please fill out neatly and completely.)*

Return to Oregon Nurses Association

18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498

or by Fax 503-293-0013. Thank you.

Your Name: \_\_\_\_\_

*I certify that I have received a copy of the ONA Collective Bargaining Agreement with PROVIDENCE MEDFORD MEDICAL CENTER May 26, 2018 through March 31, 2020.*

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

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

Your Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

*Email:* \_\_\_\_\_

*Unit:* \_\_\_\_\_

*Shift:* \_\_\_\_\_