

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**OREGON NURSES ASSOCIATION**  
**AND**  
**PROVIDENCE NEWBERG MEDICAL CENTER**

**April 27, 2016 until April 30, 2018**



## TABLE OF CONTENTS

AGREEMENT .....	1
PREAMBLE.....	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - DEFINITIONS .....	1
ARTICLE 3- MEMBERSHIP.....	4
ARTICLE 4 - EQUALITY OF EMPLOYMENT OPPORTUNITY .....	7
ARTICLE 5 - PAID TIME OFF .....	8
ARTICLE 6 - HOLIDAYS.....	13
ARTICLE 7 - EXTENDED ILLNESS TIME .....	14
ARTICLE 8 - HOURS OF WORK OVERTIME AND BREAKS .....	16
ARTICLE 9 - HOURS OF WORK AND SCHEDULING .....	18
ARTICLE 10 – FLOATING .....	20
ARTICLE 11 – STAFFING .....	21
ARTICLE 12 - EMPLOYMENT STATUS.....	22
ARTICLE 13 - RESTROOMS AND LOCKERS .....	24
ARTICLE 14 - LEAVES OF ABSENCE .....	24
ARTICLE 15 - HEALTH AND WELFARE .....	27
ARTICLE 16 – PENSIONS.....	28
ARTICLE 17 - ASSOCIATION BUSINESS .....	28
ARTICLE 18 - NO STRIKE.....	30
ARTICLE 19 - GRIEVANCE PROCEDURE .....	30
ARTICLE 20 - PROFESSIONAL DEVELOPMENT .....	33
ARTICLE 21 – INTERDISCIPLINARY PRACTICE COUNCIL .....	35
ARTICLE 22 – SENIORITY .....	36
ARTICLE 23 – REDUCTION IN FORCE.....	38
ARTICLE 24 - LOW CENSUS.....	41
ARTICLE 25 - SEPARABILITY .....	43
ARTICLE 26 - MANAGEMENT RIGHTS.....	43
ARTICLE 27 - DURATION AND TERMINATION .....	44
ARTICLE 28 – APPENDICES .....	45
ARTICLE 29 - TASK FORCE .....	45
APPENDIX A – WAGES .....	47
APPENDIX B - STANDBY ON CALL .....	54

APPENDIX C -- CERTIFICATION.....	55
APPENDIX D – HEALTH, DENTAL, AND VISION INSURANCE.....	58
LETTER OF AGREEMENT - HEALTH CARE UNIT RESTRUCTURING .....	68
LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES.....	70
MEMORANDUM OF UNDERSTANDING CHARGE NURSES .....	71
MEMORANDUM OF UNDERSTANDING CONTRACT TRAINING .....	72
MEMORANDUM OF UNDERSTANDING BSN .....	73

## **AGREEMENT**

THIS AGREEMENT made and entered into by and between PROVIDENCE NEWBERG MEDICAL CENTER, 1001 Providence Dr., Newberg, Oregon, hereinafter referred to as “the Medical Center,” and OREGON NURSES ASSOCIATION, hereinafter referred to as “the Association.”

## **PREAMBLE**

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

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

## **ARTICLE 1 - RECOGNITION**

The Medical Center recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for a bargaining unit composed of full-time. Part-time Per Diem registered nurses who perform patient care duties, including charge nurses and relief charge nurses employed by the employer at its Newberg facility, but excluding Sisters of Providence, lactation consultants, administrative and supervisory personnel, and all other employees.

## **ARTICLE 2 - DEFINITIONS**

A. Definitions:

1. Nurse - Registered nurse currently licensed to practice professional nursing in Oregon.
2. Staff Nurse - Responsible for the direct or indirect total care of a patient or patients.

3. Nurse Manager - Responsible for administration of an organized nursing unit, including providing patient care.
4. Charge Nurse – A nurse who is awarded a position to assist and coordinate in the continuity of patient care responsibilities and clinical activities of an organized nursing unit, including providing patient care.
5. Relief Charge Nurse- A nurse who is assigned by the Medical Center to assist and coordinate in the continuity of patient care responsibilities and clinical activities of an organized nursing unit, including providing patient care. The Medical Center will identify nurses who are willing to voluntarily assume the role of relief charge nurse on an on-going basis. The parties acknowledge, however, that there may be unusual and infrequent situations when the Medical Center will assign such duties to other nurses.
6. Nursing Unit – A patient care unit as designated by the Medical Center.
7. Regular Nurse - A part-time or full-time nurse.
8. Part-time Nurse - Any nurse who is regularly scheduled to work forty-eight (48) or more hours per pay period, but less than sixty (60) hours per pay period (a 0.60 to 0.74 FTE).
9. Full-time Nurse - Any nurse who is regularly scheduled to work at least sixty (60) hours per pay period (a 0.75 or higher FTE).
10. Per Diem Nurse- Any nurse whose job status is “per diem,” which means that the nurse is not assigned an FTE, but is assigned by the Medical Center to work as needed on an intermittent or unpredictable basis, as needed by the Medical Center. To maintain per diem status, a nurse per diem must make good faith reasonable efforts to be available to work at times needed by the Medical Center, for a minimum of the following (if available):

(a) From the date of ratification through December 31, 2016, a per diem nurse must be available for at least three (3) shifts during each six week schedule period, which may include any open shifts; the three available shifts must include any one of the following: weekend, evening, night, holiday, and/or standby or on-call shifts as assigned by the Medical Center, if those shifts are regularly scheduled in the unit where the nurse is to be assigned; If a unit manager/scheduler is unable to identify a list of holes (or gaps or open shifts) in the schedule, each per diem nurse will still submit at least three shifts for which he/she is available;

(b) From January 1, 2017 through December 31, 2017, a per diem nurse must be available for at least four (4) open shifts during each six week schedule period; the four available shifts must include any one of the following: weekend, evening, night, holiday, and/or standby or on-call shifts as assigned by the Medical Center, if those shifts are regularly scheduled in the unit where the nurse is to be assigned; If a unit manager/scheduler is unable to identify a list of holes (or gaps or open shifts) in the schedule, each per diem nurse will still submit at least four shifts for which he/she is available;

(c) From January 1, 2018 forward, a per diem nurse must be available for at least five (5) open shifts during each six week schedule period; the five available shifts must include any two of the following: weekend, evening, night, holiday, and/or standby or on-call shifts as assigned by the Medical Center, if those shifts are regularly scheduled in the unit where the nurse is to be assigned; If a unit manager/scheduler is unable to identify a list of holes (or gaps or open shifts) in the schedule, each per diem nurse will still submit at least five shifts for which he/she is available.

(d) At least one (1) of the assigned shifts in a calendar year will be on a holiday, and the holiday will be rotated between winter (New Year's Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day), in alternate calendar years;

(e) The nurse must meet the patient care unit's education requirement for the year; and

(f) A nurse may completely opt out of one (1) six-week schedule period each calendar year, provided the nurse notifies the Medical Center in advance of the preparation of the work schedule.

11. Any nurse on a unit where a Per Diem nurse who averaged twenty-four (24) or more hours of work per week during the preceding eighteen (18) weeks (not including those who may have been employed to replace a nurse on an approved leave of absence) may apply in writing for a new full-time or part-time position to be posted, closest to the Per Diem Nurse's work schedule (including shifts and units) during the preceding eighteen (18) weeks. If the Medical Center agrees the new position will be posted within six (6) weeks of the request and filled in accordance with article 22 (Seniority) of this agreement.

### **ARTICLE 3- MEMBERSHIP**

#### **A. ONA Membership:**

1. Because a nurse has a high degree of professional responsibility to the patient, (s)he is encouraged to participate in the Association to define and upgrade standards of nursing practice and education through participation and membership in the nurse's professional association. Membership in the Oregon Nurses Association shall in no manner be construed as a condition of employment.

2. The Medical Center will help to distribute membership informational material provided by the Association to newly employed nurses. Such material will include the Association's form authorizing voluntary payroll deduction of monthly dues, if such form expressly states that such deduction is voluntary, and a copy of this Agreement.

3. During departmental nursing orientation of newly hired nurses, the Medical Center will provide up to 30 minutes for a bargaining unit nurse designated by the Association or an Association representative to discuss Association membership and

contract administration matters. The Medical Center will notify the Association or its designee of the date and time of this orientation, at least two (2) weeks in advance or as soon as is practicable.

B. Membership and Financial Obligations.

1. By the 31st day following initial ratification of this Agreement, or the 31st day of employment for nurses hired after such ratification, each nurse must do one of the following as a condition of employment:

(a) become and remain a member in good standing of the Association and pay membership dues;

(b) pay the association a representation fee established by the Association in accordance with the law;

(c) provide written notice by mail or facsimile to the Association of his or her intention not to join the Association and not pay membership dues or association representation fees. Such notice must be postmarked within 31 days of ratification/employment with a copy furnished to the Medical Center, or in the event of a facsimile transmitted within 31 days of ratification/employment with a copy furnished to the Medical Center.

(d) exercise his or 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.

2. Any nurse who does not notify the Association of his or her intent not to join the Association as set forth in Section 1(c) above shall be required to do one of the following within ten (10) calendar days following the completion of the first thirty-one (31) days of employment:

- (a) join the Association and pay membership dues,
- (b) pay to the Association the designated representation fee established by the Association, or
- (c) make payments to a charity if objecting to membership or representation fees on religious grounds.

3. Remedy for Non-Payment. Consistent with this Article, the Medical Center will terminate the employment of a nurse who fails within 31 days of ratification or hire to become and remain an Association member, representation fee payer, religious objector, or who fails to provide notice of his or her choice not to become a member via mail or facsimile as set forth in Section 1(c).

The Medical Center will terminate the employment of such nurse only after receiving written notice from the Association that the nurse is delinquent, so long as the nurse has also been sent two written notices from the Association prior to the request to terminate employment. The Medical Center will terminate the employment of the nurse no later than fourteen (14) days after receiving the written notice from the Association.

4. Opting Out of Membership Obligation. Any bargaining unit nurse who is an Association Member or who is paying a representation fee may voluntarily withdraw from such membership or payment by giving written notice by either mail or facsimile to the Association, within a period of 31 days prior to the expiration date of this Agreement as is contained in Article 27 , Duration and Termination. Such notice must be postmarked within 31 days of ratification/employment with a copy furnished to the Medical Center, or in the event of a facsimile transmitted within 31 days of ratification/employment with a copy furnished to the Medical Center.

5. Address for Notice and Changes in Membership Status. Any notice to the Association to opt out of membership obligations pursuant to this article, and any notice of a nurse's desire to change his or her membership status (from full member to representation fee payer or vice-versa) shall be provided to the Association at:

Oregon Nurses Association  
Attention: Membership Coordinator  
18765 SW Boones Ferry Road, Suite 200  
Tualatin, Oregon 97062  
Facsimile: 503-293-0013

C. Dues Deduction. The Medical Center will deduct the amount of Association dues from the wages of all nurses covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Medical Center.

1. The deductions will be made every pay period. 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.

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

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

#### **ARTICLE 4 - EQUALITY OF EMPLOYMENT OPPORTUNITY**

A. The Medical Center and the Association agree that they will, jointly and separately, abide by all applicable state and federal laws against discrimination in employment on account of race, color, religion, national origin, age, sex, veteran's status, sexual orientation, or disability.

B. There shall be no discrimination by the Medical Center against any nurse on account of membership in or lawful activity on behalf of the Association, provided, however, the parties understand that any Association activity must not interfere with normal Medical Center routine, or the nurse's duties or those of other Medical Center employees.

#### **ARTICLE 5 - PAID TIME OFF**

A. 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.

B. Accrual: regular nurses will accrue PTO as follows:

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

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

3. From and after the nurse's ninth (9th) anniversary of continuous employment--0.1308 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 34 days of PTO per year with 272 hours' pay for a full-time nurse);

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

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

C. Definition of a Paid Hour: A paid hour under B above will include only (1) hours directly compensated by the Medical Center and (2) hours not worked on one of a nurse's scheduled working days in accordance with Article 24 of this Agreement; it will exclude overtime hours, unworked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular nurse.

D. Pay: PTO pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift differentials provided under Appendix A, at the time of use. PTO pay is paid on regular paydays after the PTO is used.

E. Scheduling:

1. In scheduling PTO, the Medical Center will provide a form for each eligible nurse to submit written requests for specific PTO.

2. The number of persons who may be on pre-scheduled PTO at one time will be defined at the unit level annually by the unit's nursing manager in the first week of December of each year. In the event a unit subsequently undergoes a significant staffing increase or a decrease, the unit manager may adjust the number of nurses who may be on pre-scheduled PTO at one time, consistent with the staffing change, no later than the first week of May each year.

3. The following schedule applies to requests for prescheduled PTO:

<b>For time off during this period (“PTO Scheduling Period”):</b>	<b>Requests must be submitted between:</b>	<b>Written decision will be provided by:</b>
January 1st and March 31st	October 1st and October 31st	November 15th
April 1st and June 30th	January 1st and January 31st	February 15th
July 1st and September 30th	April 1st and April 30th	May 15th
October 1st and December 31st	July 1 St and July 31st	August 15th

4. Each unit will make requests for prescheduled PTO submitted during these periods public and visible before the requests are approved.

5. If more nurses within a unit request dates for PTO, for a PTO Scheduling Period, than the Medical Center determines to be consistent with its operating needs, then preference in scheduling PTO will be in order of seniority for nurses within the unit. Nurses are expected to seek trades, with manager approval, if they need time off for major life events, but If a nurse is unable to find a trade, managers may use their discretion to increase the number of nurses allowed off, based on operational needs.

6. “Prime Time 1” is defined as the period from November 20 through January 5, and the Spring Break week observed by the Newberg School District (including the weekends before and after). “Prime Time 2” is defined as the Memorial Day weekend through the Labor Day weekend. All nurses will be limited to a maximum of two weeks of PTO during each prime time period. Once all pre-scheduled PTO requests have been granted, unclaimed “prime time” shall be posted on the unit.

7. For requests submitted outside of the PTO Scheduling Period, preference will be in order of the Medical Center’s receipt of the written requests for nurses within the unit. All requests will be approved or denied within three weeks of the date the request is submitted.

8. Notwithstanding the prior provisions of subsections 4 and 5 above, the Medical Center will attempt to rotate holiday work equitably based on a combination of factors such as employee preference, holidays worked or not worked in over the past two years, and all holidays worked or not worked in the preceding year. Holidays scheduled but not worked due to low census shall be counted as worked for the purpose of holiday rotation. The Medical Center will announce the holiday rotation before the PTO scheduling period in which the holiday falls, and nurses who are not scheduled to work on a holiday will be given preference in PTO scheduling for the weeks immediately preceding and following the holiday over nurses who are scheduled to work on the holiday.

9. PTO requests that cross over the PTO scheduling periods will be honored in accordance with subsections 4 and 5 of this section with the understanding that if the PTO request is approved for the latter part of the scheduling period, then approval will automatically extend to the beginning of the next scheduling period.

10. Once PTO has been approved, the Medical Center will not require a nurse to replace himself or herself on the schedule. Once a vacation PTO request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. Vacation PTO requests shall not be converted to requests for unpaid time off absent Medical Center approval, and nurses are expected to have enough accrued PTO available at the point the PTO is to be used. The Medical Center may deny a PTO request if a nurse has demonstrated a pattern of not having enough accrued PTO available to cover the nurse's request, unless the nurse has accrued less PTO than expected due to an approved leave of absence, or mandatory low census.

11. Once the PTO has been approved, the PTO schedule will be posted in a manner that is accessible for nurses to view.

12. 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, nurses are encouraged to discuss the issue with the unit manager or director, and if the concern

has not been resolved, representatives of the Association may raise it with the Nursing Task Force.

F. Use:

1. Accrued PTO may first be used in the pay period following completion of six (6) months of employment except with respect to use on observed holidays as provided in G below, and in the case of a mandatory Low Census (if requested by the nurse) per Article 24.

2. 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:

(a) Under Article 24 of this Agreement, by making the appropriate entry on the nurse's time card; if the nurse chooses to use PTO under this paragraph, the nurse may change to non-use of PTO for the number of hours worked by the nurse on an extra shift of at least eight (8) hours (other than while on standby on-call) in the same pay period and thereby maintains the nurse's FTE level, by giving the Medical Center written notice of the change before the end of the same pay period;

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

(c) When a nurse is assigned to a inservice in the Medical Center shorter than the nurse's scheduled shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift; or

(d) When a nurse is required by the Medical Center to attend a committee meeting in the Medical Center during a regularly scheduled shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift.

(e) Under (c) above, and at the discretion of the nurse, the nurse will make herself/himself available for assignment to work the remaining hours of the regularly scheduled shift within the scheduling period.

3. 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.

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

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

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

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

## **ARTICLE 6 - HOLIDAYS**

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

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

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

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

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

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

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

7. Holiday scheduling requests shall be granted or denied prior to the regular scheduling period for "prime time" PTO requests.

#### **ARTICLE 7 - EXTENDED ILLNESS TIME**

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

B. Accrual: Regular nurses will accrue 0.0270 EIT hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately seven (7) days of EIT per year with 56 hours' pay for a full-time nurse). A paid hour under this section is defined the same as a paid hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.

C. Pay: EIT pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift and Charge Nurse differentials provided under Appendix A, at the time of use. EIT pay is paid on regular paydays after the EIT is used.

D. Use:

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

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

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

(b) 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.

(c) The nurse's disabling illness after a waiting period of missed work due to such condition which is equal to the shorter of three (3) consecutive scheduled work shifts or 24 consecutive scheduled hours. If, during the term of this Agreement, the Medical Center makes any improvement in the benefit covered by this subparagraph for a majority of the Medical Center's other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.

(d) 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 which is equal to the shorter of the equivalent of three regularly scheduled work shifts or 24 scheduled hours.

(e) After qualification for use under subsections (c) or (d) 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.

(f) Approved parental leave under applicable law.

(g) Approved leave under the Oregon Family Leave Act ("OFLA"), as outlined in the provisions of OFLA.

3. 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.

E. Change in Status: Upon changing from EIT-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, a nurse's accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to EIT-eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse's active and inactive accounts will be terminated and will not be subject to cash-out, but such an account will be reinstated if the nurse is rehired within twelve (12) months of the termination of employment.

## **ARTICLE 8 - HOURS OF WORK OVERTIME AND BREAKS**

A. The basic workweek shall be forty (40) hours in a designated seven (7) consecutive day period commencing at 12:01 a.m. Sunday for day and evening shift nurses and at 12:01 a.m. Saturday, or the beginning of the night shift closest thereto, for night shift nurses. When agreed to by the nurse and the Medical Center, a work period of eighty (80) hours in fourteen (14) consecutive days may be adopted in conformity with the Fair Labor Standards Act and equivalent state law.

B. The basic workday shall be eight (8) hours to be worked within eight and one-half (8 1/2) consecutive hours in a twenty-four (24) hour period, commencing at 12:01 a.m. or, for night shift employees, the beginning of the night shift closest thereto, including:

1. A lunch period of one-half (1/2) hour on the nurse's own time; and

2. One fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work which, insofar as is practicable, shall be near the middle of such work duration.

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

(a) The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift (but other options for combining meals and breaks, when practicable and consistent with applicable law, may be explored). Each unit will develop a plan to best allow nurses to receive these rest periods and breaks. Any such unit-specific plan will be in writing and must be approved by the unit manager. Any nurse who has a concern that nurses on their unit are not receiving rest periods and breaks may raise that issue at Task Force.

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

(c) In the event nurses on a particular unit or units have concerns about the implementation of this subsection B.3., the concern may be raised with the Task Force, in addition to the remedies provided by the grievance procedure.

C. Overtime compensation shall be paid at one and one-half (1 1/2) times the nurse's regular straight time hourly rate of pay for all hours worked in excess of:

1. Forty (40) hours in each basic workweek, or
2. a nurse's scheduled regular shift, or

3. Consistent with the requirements of the Fair Labor Standards Act and equivalent state law, when a work schedule of eighty (80) hours in fourteen (14) consecutive days has been adopted.

E. There shall be no pyramiding of time-and-one-half premiums for overtime, holidays and Appendix B. In calculating such premiums, the multiplier used shall be the hourly compensation under Appendix A applicable to the hours worked for which such premiums are being paid.

F. A nurse will be expected to obtain proper advance authorization, except when not possible, for work in excess of the nurse's basic workday or basic workweek. Excess work will be by mutual consent, except that a nurse may be required to remain at work beyond a nurse's scheduled workday, subject to applicable limitations under state law or administrative rule.

G. Nurses who are required to change at the Medical Center into Medical Center-required clothing will be permitted five (5) minutes included in the beginning and end of each scheduled shift to change into and out of such clothing.

### **ARTICLE 9 - HOURS OF WORK AND SCHEDULING**

A. Work schedules shall be prepared for six week periods and will be posted at least two (2) weeks prior to the beginning of the scheduled period. A unit may opt to post the schedule for the *two* scheduling periods that include Thanksgiving, Christmas and New Years.

1. At the time of initial posting, the Medical Center will schedule nurses for every other weekend off, or every third weekend off (or more), if staffing levels allow for it.

B. If nurses are scheduled to report for work and are permitted to come to work without receiving prior notice that no work is available in their regular assignment the Medical Center shall either: (1) assign the nurse at least three hours of nursing work which they are qualified to perform, or pay the nurse in lieu of such hours not assigned

by the Medical Center at the nurse's straight-time rate plus applicable shift, certification and Charge Nurse differentials, or (2) place the nurse on low census with standby pursuant to Appendix B, or (3) if the Medical Center determines after consultation with the nurse that there is no work available for which he or she is qualified, then the nurse may elect to take the day hours off with PTO or as mandatory low census without pay.

The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before the nurse's scheduled time to work. It shall be the responsibility of the nurse to notify the Medical Center of the nurse's current address and telephone number. Failure to do so shall preclude the Medical Center from the notification requirements and the payment of the above minimum guarantee.

C. Nurses will not be regularly scheduled to work different shifts (meaning a day, evening, or night shift different than the one to which the nurse is normally scheduled), unless mutually agreed upon, except that for the purpose of participation in an educational program, any nurse may agree to be regularly scheduled to work different shifts. Upon completion of the nurse's agreed-upon participation in such program, the nurse will be reinstated in the nurse's former regular shift. If more nurses within a unit request to be so scheduled than the Medical Center determines to be appropriate for its operations, preference will be given to the earliest of such requests.

D. 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 with variable shifts or start times within a shift. When the Medical Center fills such a position, the Medical Center 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.

E. Nurses should notify the Medical Center of any unexpected absence from work as far in advance as possible, but at least two and one-half (2.5.) hours before the start of the nurse's shift.

### **ARTICLE 10 – FLOATING**

A. All nurses in the Medical Center may be required to float to another unit within the Medical Center as directed by the Medical Center as follows:

1. As “Helping Hands” or as a Clinical Sitter under the Inpatient Services “Helping Hands” guideline.

2. Medical Surgical nurses may float to Intensive Care, and vice-versa.

a. After orientation to the unit, a Medical Surgical nurse required to float to the Intensive Care department will be assigned to patients identified as Medical Surgical Overflow or Progressive Care. The Medical Surgical nurse will also provide nursing support to the Intensive Care nurses and their assigned patients.

b. A Medical Surgical nurse with the required critical care experience may volunteer to care for a Critical Care patient.

c. An Intensive Care nurse with recent experience in or orientation to the unit may be required to float to the Medical Surgical Department and will receive an assignment commensurate with the nurse's skills and abilities.

3. In addition to Section 2(a) and 2(b) above, a cross-trained nurse may volunteer to float, on a shift-by-shift basis, be assigned to any unit to which the nurse is cross-trained.

B. A nurse who volunteers or is required to float will be oriented to the unit, including the unit layout, codes and passwords, location of supplies, patient care expectations, and admission, transfer, and discharge processes.

C. Prior to any nurse being assigned Low Census, the House Supervisor will evaluate the need to float a nurse. If there is such a need, a nurse will be floated before any nurse is assigned low census. A nurse will not be required to float out of the nurse's home unit when a share-care, agency or traveler is working on that unit. A nurse will not be required to float to a unit where another nurse has been sent home (voluntary or mandatory) due to low census.

D. If a nurse believes that he or she is not qualified for a specific assignment with a primary patient load, the nurse should indicate in writing the reasons why and give them at the time of the request to the appropriate manager or designee. If the nurse provides the written statement described in this paragraph, he or she will not be required to float to a specific assignment with a primary patient load at that time, but may be floated as "helping hands" or as a clinical sitter.

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

F. Except for a cross-trained nurse with a specific patient assignment, and subject to immediate patient care needs, a nurses floated off his or her home unit will be floated back to their home unit should the need for a nurse arise on that unit during their shift.

### **ARTICLE 11 – STAFFING**

A. Concerns. Nurses are encouraged to raise any staffing concerns, without fear of retaliation. For specific staffing concerns, the Medical Center will make available a form that is mutually-agreeable to the Medical Center and the Association. Nurses will leave completed forms in a designated place, and the Medical Center will not discourage the reporting, documentation and submission of such forms. A copy of such reports received by the Medical Center will be provided to the Association, the house wide staffing committee, and the appropriate unit manager.

B. The Hospital Staffing Plan and Committee.  
The parties acknowledge the legal requirements set forth in SB 469 (2015) and

any associated Oregon Administrative Rules regarding hospital staffing plans and staffing committees.

## **ARTICLE 12 - EMPLOYMENT STATUS**

A. Discipline. The Medical Center shall have the right to suspend, discharge and discipline nurses for proper cause. Disciplinary action may include verbal warning, written warning, suspension without pay, or discharge. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these disciplinary steps.

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

C. Hire, Promotion, Transfer. The Medical Center shall have the right to hire, promote and transfer nurses, except as expressly limited by the Agreement.

D. Probationary Period. A nurse employed by the Medical Center shall be considered probationary during the first 180 calendar days of employment. The probationary period may be extended by the Medical Center with written notice to the nurse.

E. Notice of Resignation. Nurses shall give the Medical Center not less than two (2) weeks' notice of intended resignation.

F. Disputes Regarding Discipline. A nurse who feels he or she has been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under Article 19, Grievance Procedure, except as limited in Section A therein. A nurse will also be permitted to submit to his or her personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.

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

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

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

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

K. Absence without notice. A nurse who is absent from work for three (3) consecutive working days without notice to the Medical Center is subject to discipline, suspension or discharge.

L. Disciplinary Meetings. It is the Medical Center's intent to conduct disciplinary discussions and have discussions regarding a specific nurse's performance in private. A

nurse has the right to request a representative of the Association to be present for an interview by the Medical Center as part of an investigation that might lead to discipline.

### **ARTICLE 13 - RESTROOMS AND LOCKERS**

Restrooms and lockers shall be provided by the Medical Center. The Medical Center will make good faith reasonable efforts to provide a room for nurses to rest during breaks, which is reasonably accessible to the nurses on the unit. If a nurse or the Association has concerns about the provision of a room for breaks, prior to filing a grievance alleging that such a good faith reasonable effort is lacking, the nurse or the Association should raise the issue at the Task Force where the parties will discuss potential for resolution of the concerns.

The Medical Center shall provide, at the request of an individual nurse, and in accordance with ORS 653.077, a place, other than a public restroom or toilet stall, in close proximity to the nurse's work area, where the nurse may express breast milk concealed from view and without intrusion by other employees or the public.

### **ARTICLE 14 - LEAVES OF ABSENCE**

A. **Leaves Without Pay (Non-Medical).** Leaves of absence without pay may be granted to regular nurses, who have been continuously employed for at least six (6) months, at the option of the Medical Center for good cause shown when applied for in writing in advance, except that no leaves of absence for extended professional study purposes will be granted between June 1 and September 1 each year unless it is an approved Providence Bachelors of Science of Nursing Program with a leave requirement. Leaves of absence will be granted only in writing. However, a nurse will be deemed to be on a leave of absence from the beginning of any approved period of unpaid absence, other than layoff, regardless of the completion of paperwork under this section.

B. **Medical Leaves.**

1. Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA). Parental, family medical, and workers' compensation leaves of absence will be granted in accordance with applicable law. The Medical Center will permit a nurse who is

approved for leave FMLA/OFLA leave to use accrued EIT for him/herself and/or qualifying family members, as outlined in the provisions of leave laws, Medical Center policy, and this section.

2. **Medical Leave of Absence.** Regardless of eligibility for leave under FMLA or OFLA, nurses who have completed the first six months of employment are eligible for up to six months of leave to care for their own serious health condition (including maternity). Such leave will not be taken on an intermittent basis. Time taken under FMLA or OFLA will count toward the six-month maximum. Benefits will continue as required under FMLA, or as long as the nurse is using PTO or EIT. Nurses are not guaranteed reinstatement while on non-FMLA or non-OFLA medical leave to the same position except (a) as required by law or (b) as stated in Section H ("Return from Leave") below.

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

D. **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. A nurse's anniversary date for purposes of wage increases and PTO accrual rates shall not be changed because of being on a leave for 30 days or less.

E. **Bereavement Leave.** A regular nurse who has a death in the nurse's family will be granted time off with pay as follows: up to three (3) days will be paid when the days that the nurse needs to be absent fall on the nurse's regular workdays to attend a funeral or memorial service of a member of the nurse's immediate family (provided that the leave is taken within a reasonable time of the family member's death). A member of the nurse's immediate family for this purpose is defined as the parent, grandparent, mother-in-law, father-in-law, spouse, child (including foster child), grandchild, sister, or brother of the nurse; parent, child, or sibling of the nurse's spouse; spouse of the

nurse's child; the parent of the nurse's minor child; or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships.

F. **Jury Duty.** A nurse who is required to perform jury duty may request to be rescheduled to a comparable schedule on day shift during the Monday through Friday period and be permitted the necessary time off from such new schedule to perform such service, for a period not to exceed two (2) calendar weeks per year. A nurse who is required to perform jury duty will be paid the difference between the nurse's regular straight-time pay including regularly scheduled shift, certification, and Charge Nurse differentials provided under Appendix A, for the scheduled workdays he or she missed and the jury pay received, provided that he or she has made arrangements with the nurse's manager in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received.

G. **Appearance as a Witness.** 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 spent in connection with such an appearance as follows: They will be paid their straight-time rate of pay, including regularly scheduled shift, certification, and Charge Nurse differentials provided under Appendix A, provided that the subpoenaed nurse notifies the Medical Center immediately upon receipt of the subpoena. Such pay will not be deemed to be for hours worked. They will also be given, if they so request, equivalent time off from work in their scheduled shift immediately before or their scheduled shift immediately after such an appearance, provided that the subpoenaed nurse makes the request immediately upon receipt of the subpoena.

H. **Return from Leave.**

1. A nurse who continues to be absent following the expiration of a written leave of absence, or emergency extension thereof granted by the Medical Center, is subject to discipline, suspension or discharge.

2. A nurse who returns from a leave pursuant to FMLA, OFLA, Workers' Compensation or as an accommodation for a qualifying disability will be restored to his or her former shift and assignment. A nurse who returns from any other leave of absence exceeding three (3) months but less than six (6) months will be restored to a position on his or her former unit.

(Leaves of absence for educational purposes are also referred to in the Professional Development article of this Agreement.)

### **ARTICLE 15 - HEALTH AND WELFARE**

A. 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.

B. The Medical Center will provide Group Life Insurance on the same terms as provided to a majority of the Medical Center's other employees.

C. For 2016, each actively working regular nurse will participate in the benefit program offered to a majority of the Medical Center's other employees, in accordance with their terms and Appendix D. From the Providence benefits program, the nurse will select: (1) medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan) (2) dental coverage (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day care Flexible Spending Account (FSA), (8) long term disability coverage, and (9) short term disability, and (10) vision coverage. The Medical Center will offer all such benefits directly or through insurance carriers selected by the Medical Center. For 2017, the nurses will participate in the plan, as offered to the majority of the Medical Center's nonrepresented employees; notwithstanding the foregoing, for 2017, the Medical Center will maintain the following plan features as they were in 2016: (1) amount of net deductible (defined as each nurse's deductible based on coverage choice minus any Health Reimbursement Account contributions from the Medical Center), (2) the percentage of employee premium contribution; and (3) the out of pocket maximum.

D. The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Medical Center, the cost of the total benefits selected which exceeds the portion paid by the Medical Center under the preceding section.

#### **ARTICLE 16 – PENSIONS**

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

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

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

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

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

#### **ARTICLE 17 - ASSOCIATION BUSINESS**

A. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Medical Center for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that the Association's representative shall comply with the Medical Center's security and identification procedures. Transaction of any business shall be conducted in an appropriate location and shall not interfere with the work of the employees.

B. The Medical Center will provide the Association with designated bulletin board space of approximately two (2) feet by three (3) feet in the Emergency, Surgical

Services, Medical/Surgical, ICU and Birth Center department breakrooms, which will be the exclusive places for the posting of Association-related notices. Such postings shall be limited to notices that relate to contract negotiation and administration matters.

C. Nurses who serve as delegates, cabinet members, or board members, of the Association or its parent (ANA) will be granted time off to attend to official union business, as outlined below.

1. Nurses must submit such a request for time off as soon as possible but no later than the schedule cut off date.

2. Nurses who submit requests pursuant to this Section C will be permitted to either

(a) Use accrued but unused PTO in the nurse's account; or

(b) If the nurse has fewer than 40 hours of PTO in the nurse's PTO bank, take the day as an unpaid day off. The Medical Center will determine whether such requests, pursuant to this section C may be granted, consistent with patient care needs, and, if such requests cannot be granted, the Medical Center will meet with the Association to determine which of the nurses' requests will be granted.

D. The Association will supply the Medical Center with a list of designated Unit Representatives from among the various units of the Medical Center.

E. The Medical Center will supply the Association chair at the Medical Center and the Association quarterly, by electronic means, a list of all bargaining unit nurses showing their addresses, listed telephone numbers, beginning dates of their last period of continuous employment, status (full-time, part-time, or intermittently employed), and the assigned shifts and unit of each nurse. The Medical Center will also supply each month a list showing the names and addresses of all nurses hired and/or terminated during the preceding month.

F. The Medical Center will post a seniority list, sorted by unit, on the Medical Center's nursing intranet site. The seniority list will include the name of each nurse and the nurse's date of hire and/or adjusted seniority date..

#### **ARTICLE 18 - NO STRIKE**

A. 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 there shall be no lockouts by the Medical Center and no strikes, picketing or other actual or attempted interruptions of work by nurses or the Association during the term of this Agreement.

B. The Medical Center and the Association further agree that there shall be no sympathy strikes by nurses or the 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. If the request is not granted, it shall not be a violation of this Article for a nurse to engage in sympathy picketing on the nurse's own time, in support of the lawful primary picket line, if such picketing does not interfere with the nurse's assigned hours of work.

#### **ARTICLE 19 - GRIEVANCE PROCEDURE**

A. A grievance is defined as any dispute by a nurse over the Medical Center's interpretation and application of the provisions of this Agreement. During a nurse's probationary period, he or she may present grievances under this Article to the same extent as any other nurse, except that a probationary nurse may not file a grievance under Article 12, Employment Status for discipline or discharge.

A nurse who believes that the Medical Center has violated provisions of this Agreement is encouraged and expected to discuss the matter with the nurse's manager before undertaking the following grievance steps. A grievance shall be presented exclusively in accordance with the following procedure:

Step 1-- After consulting with a representative or officer of the Association, the nurse or the Association shall present the grievance in writing (containing, to the best of the nurse's understanding, the facts and Agreement provisions involved) to the nurse's manager within fourteen (14) days after the date when he or she had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten (10) days after the date of notice of any discharge or other discipline which is the subject of the grievance). The grievance shall set forth the facts of the dispute including: the date of the alleged violation, the names of the nurse(s) affected, the specific provisions of the agreement in dispute, and the relief requested. The manager's reply is due within fourteen (14) days of such presentation. The Association may choose to present a group grievance at Step 1 if the affected nurses have the same manager. Otherwise, the grievance will be presented at Step 2. If a meeting is held at Step 1, the nurse may bring his or her Association representative.

Step 2--If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 1, the nurse's representative may present the grievance in writing to the Chief Nursing Officer/Chief Operating Officer responsible for the nurse's department, or designee, within fourteen (14) days after the date when he or she had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten (10) days after the date of notice of any discharge or other discipline which is the subject of the grievance), whether or not he or she has received the manager's reply by that time. If the grievance has been presented to Step 2 in accordance with this Article, the written response is due within fourteen (14) days of such presentation.

Step 3--If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 2, the nurse's representative may present the grievance in writing to the Chief Executive Officer or designee within fourteen (14) days after receipt of the response in Step 2 or, if this response is not received within that period, within fourteen (14) days after the expiration of time allocated in Step 2 for the response. The Chief Executive Officer's or designee's written response to the grievant and the Association is due within fourteen (14) days after a meeting between the Medical Center representative and the grievant and the

grievant's representative, if any. If no meeting is held, such written response is due within twenty (20) days after presentation of the grievance in accordance with this Article to the Chief Executive Officer or designee.

It is the intent of the parties that meeting(s) will be held at Steps 2 and/or 3 among the grievant and representatives of the Association and the Medical Center, if requested by grievant, the Association or the Medical Center. At such meeting(s), the grievance will be discussed in good faith. If meeting(s) are not held because of the unavailability of the grievant or persons from either the Medical Center or the Association, the grievance will continue to be processed as set forth above.

Step 4--If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) 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 Chief Executive Officer in writing of such submission not later than fourteen (14) days after receipt of the Chief Executive Officer's Step 3 response or, if such response has not been received, within fourteen (14) days after proper presentation of the grievance to Step 3.

a. 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 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.

b. 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.

c. 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 the Medical Center not expressly agreed to in this Agreement.

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

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

f. As used in this Article, “day” means calendar day.

## **ARTICLE 20 - PROFESSIONAL DEVELOPMENT**

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

B. The Medical Center agrees to maintain a continuing in-service education program for all nurses covered by this Agreement. In the event a nurse is required by the Medical Center to attend in-service education functions outside the nurse’s normal shift, he or she will be compensated for the time spent at such functions at the nurse’s established day straight-time hourly rate including regularly scheduled shift, certification, and Charge Nurse differentials provided under Appendix A.. The term “in-service education” shall include individual training in the nurse’s specialty area as requested by the Medical Center as well as other educational training. If the Medical Center specifically instructs a nurse, in writing, to purchase instructional materials or equipment for mandatory in-service education, the Medical Center will reimburse the nurse for the reasonable cost of such materials. Before incurring any such expense, the nurse must seek the written approval of his/her manager.

C. The philosophy of the Medical Center’s orientation program shall be to provide the newly graduated registered nurse employee with a supervised first hospital work experience. In accordance with this policy, the Medical Center agrees to maintain an orientation program to help newly graduated registered nurses achieve clinical nursing experience. The Medical Center further agrees to discuss in advance any changes in Medical Center orientation program with the ONA-PNMC task force.

D. The Medical Center endorses the concept of professional improvement through continuing professional education. The Medical Center, at its discretion, may grant unpaid educational leaves of absence. Paid educational leaves of absence will be granted consistent with prudent Medical Center management. The Medical Center will attempt to offer educational leave opportunities to as broad a spectrum of its nurses as practicable under existing circumstances.

E. Nurses shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual nursing evaluation during regularly scheduled shifts. A nurse who is finding it difficult to find adequate uninterrupted time away from patient care duties to complete mandatory education or the nursing evaluation may bring this difficulty to the attention of his or her manager. The nurse and the manager will then work together to schedule a reasonable amount of paid time away from patient care, consistent with patient care needs, for the nurse to complete the education or evaluation.

F. During each calendar year, the Medical Center will provide paid non-mandatory educational leave as follows:

1. Sixteen (16) hours of paid educational leave for use by each full-time nurse, and each part-time nurse, who worked at least 800 hours in the preceding calendar year, to attend educational programs on or off the Medical Center premises which are related to clinical nursing matters where attendance would be of benefit to both the Medical Center and the nurse.

2. Each Per Diem nurse who worked at least 800 hours in the preceding calendar year may apply for a maximum of eight (8) hours of educational leave under this paragraph. The Medical Center will provide a quarterly report to Professional Nursing Care Committee or equivalent committee showing the number of educational leave hours used by registered nurses.

3. For any education time, the nurse will apply in advance to the appropriate nursing manager or designee for approval prior to the requested time. Approval of such requests will not be unreasonably withheld.

4. At the time the leave is approved, the nurse and the manager will agree on a format and/or process for the purpose of sharing the contents of the educational program, upon return from the leave.
5. The Medical Center may grant more extended educational leave in cases it deems appropriate.
6. A nurse may access educational leave in the calendar year of his/her first anniversary date, but only after the anniversary date. Each subsequent calendar year's educational leave shall be available for use during such calendar year.
7. Educational leaves are subject to prior approval by the Medical Center. Requests for educational leave and the Medical Center's response will be in writing. If a request for educational leave is not approved, the nurse may ask the Interdisciplinary Practice Council (IPC) to review the request. The IPC will review the request and forward its recommendation and explanation to the nurse manager in charge of the nurse's unit. The nurse manager's decision will be final and binding on all concerned.
8. Educational leave not used by nurses in the applicable year shall be waived, except that if the reason for not using the educational leave in the year is that it was not approved by the Medical Center, after having been requested no later than one (1) month before the end of such year, the waiver shall not become effective until three (3) months following the end of such year.
9. Upon return from an educational leave, the nurse will, upon request by the Medical Center, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.

#### **ARTICLE 21 – INTERDISCIPLINARY PRACTICE COUNCIL**

- A. Bargaining unit nurses will participate on the Interdisciplinary Practice Council (IPC) in accordance with its bylaws.

B. Each Committee member shall be paid at the nurse's straight-time hourly rate of pay, including regularly scheduled shift, certification, and Charge Nurse differentials provided under Appendix A, for the purpose of attending such Committee meetings.

## **ARTICLE 22 – SENIORITY**

A. Continuous Employment shall mean the performance of all scheduled hours of work including time off because of vacation, paid sick leave, and authorized leaves of absence, which has not been interrupted by the occurrence of the following:

1. Voluntary Termination;
2. Discharged for proper cause;
3. Layoff for lack of work which has continued for twelve (12) consecutive months;
4. Is absent from work without good cause for three (3) consecutive working days without notice to the Medical Center; or
5. Failure to report for work promptly without good cause after an accident or illness when released to return to work by physician or other health care practitioner.

B. "Seniority" shall mean the length of continuous employment as a nurse in the bargaining unit by the Medical Center. Seniority shall terminate upon the termination of employment, except for a nurse who resigns or is laid off from his or her position in the bargaining unit and is rehired within twelve (12) months.

1. Job Posting. When the Medical Center intends to fill a general duty staff or Charge Nurse position vacancy, it will post the position vacancy as available only to nurses within the nursing unit for no less than seven calendar (7) days and shall not fill the position during that time vacancy, except temporarily, for seven (7) days beginning with the date when first posted. Staff Nurse Vacancies will be awarded in the following order:

- a. to the most senior Qualified Regular nurse applicant on the unit;

- b. to the most senior qualified Per Diem nurse applicant on the unit;
- c. to the most qualified applicant among all nurses employed at the Medical Center and/or externally, regardless of seniority.

The information provided with such posting will include the unit, FTE, and shift(s). A nurse who desires to fill such vacancy may apply in writing and, if the nurse applies during such seven (7) day period, shall be eligible for the opportunity under Section C above.

C. Seniority Consideration.

1. For Charge Nurse vacancies, the Medical Center shall consider factors including whether the nurse meets both required and preferred qualifications as set forth on the job description, history of job performance, and the nurse's performance in the select interview process. In the event that two or more candidates' qualifications are substantially equal, the position will be awarded on the basis of seniority. The Medical Center shall make the choice, according to the above-stated standards, objectively applied, with input from a unit-based committee that will include bargaining unit nurses. The candidates interviewed shall be given the opportunity to supply the committee with a brief written resume, summarizing the candidate's past experience, length of experience, reason for application and qualifications.

2. For all other vacancies, qualified senior nurses will be given preference within their areas of experience and qualifications.

3. To exercise seniority in any position, the senior nurse must agree to work the number of days or weeks of the vacant position.

4. To exercise seniority in any position, the senior nurse must have completed his or her probationary period and not have received disciplinary action in the preceding six 6 months.

D. Nurses moving to an FTE position from per diem status will be prohibited from

bidding on another position within six months unless there are no other part time or full time internal applicants who have been at the Medical Center for more than six months

### **ARTICLE 23 – REDUCTION IN FORCE**

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

B. For purposes of this article, "qualified" means that the nurse is able to be precepted on site at the Medical Center within six weeks of assuming the new role or position.

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

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

E. If after meeting with the Association, the Medical Center determines that a reduction in force is still needed the nurse or nurses on the unit or units to be impacted will be given a minimum of thirty (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.

F. 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.

1. The nurse or the nurses with the least seniority as defined in Article 22 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:

2. 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.

3. 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

4. The displaced nurse or nurses will take the position of the least senior regular nurse in any patient care unit to which the displaced nurse or nurses are cross-trained, 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

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

6. The displaced nurse will be laid off.

G. 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.

1. 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, 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 24 - LOW CENSUS**

A. Low Census Procedure. Nurses scheduled to work in a unit and shift experiencing Low Census will have their shift or portion of their shift cancelled in the following sequence:

1. Agency, Traveler, or ShareCare nurses.
2. Nurses whose work would be payable at overtime or incentive shift premium.
3. Volunteers, with the earliest request for time off given preference.
4. Per diem nurses.
5. Remaining nurses in accordance with the unit's Low Census rotation system. The system of Low Census rotation shall be written and communicated by the manager, in consultation with the nurses on the unit. Nurses on a unit may change the system of rotation by majority vote, provided that the system is approved by the unit manager and is in writing.

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

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

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

3. Partial Day Low Census. If a nurse is assigned to partial day Low Census (with standby or without standby) and is scheduled to report to work for any portion of a 12-hour shift, the nurse will be paid the nurse's regular hourly rate for hours worked during such period. If a nurse on standby is called into work, the standby provisions of this contract will apply.

C. Selection From Among Volunteers for Low Census. If two or more nurses volunteer for Low Census at the same time, the Low Census shall be given to the more senior nurse, though requests for voluntary Low Census that are given in advance of the start of the shift shall be granted on a "first come, first serve" basis. Notwithstanding this provision, nurses on a unit will be permitted to develop a unit-specific process for selecting among volunteers for Low Census 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.

D. Order of Call-In from Low Census. If additional hours of work become available on the unit and shift after low census is assigned, nurses from the unit and shift on low census with standby will be called in first in the reverse order called off, unless already working on another unit. Any nurse who has received 200 or more hours of low census (whether mandatory or voluntary, paid or unpaid) in that calendar year may elect not to take low census as long as there is another nurse on the same shift and unit who can be placed on low census and who has not yet received 200 hours of low census in that calendar year. However, in the event that the Medical Center determines that it is necessary to assign mandatory low census and all the nurses on the same shift and unit who can be placed on low census have received 200 hours or more of low census in

that calendar year, mandatory low census shall be assigned according to the current system of rotation on the unit, except that nurses who have received low census in excess of 200 hours in any calendar year may pick up any available incentive shifts prior to regular or Per Diem nurses, on a first-come, first-serve basis until the end of that calendar year.

#### **ARTICLE 25 - SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In such event, the parties shall meet, upon request, to negotiate replacement provision(s), which shall be incorporated in this Agreement upon mutual agreement of the parties.

#### **ARTICLE 26 - MANAGEMENT RIGHTS**

The Association will recognize that the Medical Center has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Association agrees to cooperate with the Medical Center to attain and maintain full efficiency and maximum patient care. The Association further recognizes the right of the Medical Center to operate and manage hospital operations including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job descriptions, job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation will continue to operate; to select and hire employees; to promote and transfer employees on a just and equitable basis; to evaluate, discipline, suspend, demote or discharge employees for cause; to lay off employees; to recall employees; to require reasonable overtime work of employees; to subcontract out work and to extend, limit or curtail its operations and to promulgate rules, regulations and personnel policies, provided that such right will not be exercised

so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management functions.

#### **ARTICLE 27 - DURATION AND TERMINATION**

- A. This Agreement shall be effective on its date of ratification, except as expressly provided otherwise in the Agreement, and shall remain in full force and effect through April 30th, 2018, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this Article.
- B. If either party hereto desires to modify or amend any of the provisions of this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of April 30th, 2018, or any April 30th thereafter that this Agreement is in effect.
- C. If either party hereto desires to terminate this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of April 30th, 2018, or any April 30th thereafter that this Agreement is in effect.
- D. This Agreement may be opened by mutual agreement of the parties at any time.

## **ARTICLE 28 – APPENDICES**

Appendices A, B, C, and D are intended to be part of this Agreement and by this reference are made a part hereof.

## **ARTICLE 29 - TASK FORCE**

A. The Medical Center and the Association agree to create a task force for the purpose of facilitating communication and fostering a model of cooperative problem solving of workplace concerns, arising during the term of the current agreement.

In a joint effort to ensure optimal nursing care and maintain professional standards, a task force shall be established to examine nursing practice, staffing and payroll issues, status of outstanding grievances that are not disciplinary, notices and updates regarding unit restructures, key nursing initiatives (which could include Magnet or Pathways status, Releasing Time to Care, Medicare Hospital Value Based Purchasing) and Medical Center workplace process improvement projects. The task force will designate co-chairs to prepare an agenda prior to each meeting. Minutes for each meeting will be prepared and furnished to members of the task force prior to the next meeting. Each co-chair will alternate months to chair the meeting. Agendas will be developed jointly along with an annual calendar scheduling routine outline updates (where possible). Agenda will include a schedule of staffing committee meetings. Failure of the task force to agree on a matter will not be grievable and will not be deemed to be a reopener of the Agreement.

B. The Association shall appoint four (4) members and one alternate to the task force. Three (3) of whom the members and the alternate shall be employed in different units of the by the Medical Center.

C. The Medical Center shall appoint up to four (4) members to the task force, and two (2) of them shall be the Chief Nursing Executive and the Director of Human Resources, or such other persons as may be designated by the Administrator in their place(s).


D. The task force shall meet at least once a month, or as otherwise agreed to by the


Medical Center and the Association, to accomplish its assignment. Nurse members and one (1) designated nurse alternate (when attending in place of a nurse member) shall be paid up to 90 minutes three (3) hours per month for attendance at task force meetings.

E. The minutes and information furnished by the Medical Center to the Association and its task force members in connection with the functioning of the task force may be disclosed to other persons only by mutual agreement of the Medical Center and the Association.


For Oregon Nurses Association

For Providence Newberg Medical Center


  
Valerie Whitmore, RN


  
Yvonne Kirk, BSN, PhD  
Yvonne Kirk, Chief Nurse Executive

  
Linda Murata-Ray, RN

  
Theresa Osburne, Human Resources

  
Denise O'Connell, RN

  
Sharon Barbosa, RN

  
Sarah Thompson, ONA

## **APPENDIX A – WAGES**

A. The following are the step rates of pay of all nurses employed under the terms of this Agreement:

Effective upon the pay period including 1/1/2017: 2.5% across the board increase

Effective upon the pay period including 1/1/2018: 2.5% across the board increase

<b>Steps</b>	<b>Ratification</b>	<b>1/1/2017</b>	<b>1/1/2018</b>
<b>Start</b>	35.98	36.70	37.43
<b>1</b>	38.39	39.16	39.94
<b>2</b>	39.50	40.29	41.10
<b>3</b>	40.86	41.68	42.51
<b>4</b>	42.56	43.41	44.28
<b>5</b>	44.37	45.26	46.16
<b>6</b>	44.65	45.54	46.45
<b>8</b>	45.16	46.06	46.98
<b>9</b>	45.42	46.33	47.25
<b>10</b>	45.69	46.60	47.54
<b>12</b>	46.42	47.35	48.30
<b>13</b>	46.79	47.73	48.68
<b>15</b>	47.53	48.48	49.45
<b>16</b>	47.92	48.88	49.86
<b>18</b>	48.68	49.65	50.65
<b>20</b>	49.95	50.95	51.97
<b>21</b>	50.46	51.46	52.49
<b>22</b>	50.69	51.70	52.74
<b>25</b>	51.94	52.98	54.04

Once a nurse is placed at a step, movement to the next step will be as follows: (a) A nurse will be eligible for the 1, 2, 3, 4, 5, or 6 year steps after one (1) year at the immediately preceding step. (b) A nurse will be eligible for the 8 year step after completion of eight (8) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 6 year step, whichever occurs

sooner. (c) A nurse will be eligible for the 10 year step after completion of ten (10) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 8 year step, whichever occurs sooner. (d) A nurse will be eligible for the 12 year step after completion of twelve (12) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 10 year step, whichever occurs sooner. (e) A nurse will be eligible for the 15 year step after completion of fifteen (15) consecutive years of employment by the Medical Center as a nurse, or after completion of three (3) such years at the 12 year step, whichever occurs sooner. (f) A nurse will be eligible for the 18 year step after completion of ten (18) consecutive years of employment by the Medical Center as a nurse, or after completion of three (3) such years at the 15 year step, whichever occurs sooner. (g) A nurse will be eligible for the 20 year step after completion of twenty (20) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 18 year step, whichever occurs sooner. (h) A nurse will be eligible for the 22 year step after completion of twenty-two (22) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 20 year step, whichever occurs sooner. The nurse will be eligible for the 25 year step if the nurse has completed at least three (3) years at the 22 year step.

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

C. Charge Nurses shall be paid a differential of \$3.00 per hour in addition to their applicable hourly rate of pay.

D. Relief Charge Nurses shall be paid for hours worked in such position a differential of \$2.25-per hour in addition to their applicable hourly rate of pay. The Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

E. Shift differentials:

1. Nurses are scheduled for shifts according to the following:

Shift Majority of Scheduled Hours are Between:

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

3. Nurses scheduled for evening and night shifts shall be paid, in addition to their applicable rates shown above, the following shift differentials:

Evening shift: Effective on the later of the date specified in Section A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement: \$2.00 per hour.

Night shift: Effective on the later of the date specified in Section A. 1 above or the initial date of the first full pay period beginning after ratification of this Agreement: \$5.60 per hour.

4. A nurse who works daily overtime shall be paid shift differential, if any, for such overtime hours, according to the nurse's scheduled shift for that workday. However, if a nurse works two (2) or more hours of daily overtime in a workday, the applicable shift differential for such daily overtime hours shall be the higher of (a) the shift differential of the nurse's scheduled shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be 7 a.m. to 3 p.m., the evening shift 3 p.m. to 11 p.m., and the night shift 11 p.m. to 7 a.m.

F. Initial Step Placement and Credit for prior experience: Upon ratification of this agreement, bargaining unit nurses shall be placed on the wage scale at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s) during the immediately preceding five (5) years. Any nurse currently paid at a higher rate than prescribed in this article shall be red-circled at their current rate of pay until their natural movement to the next step on the wage scale in accordance with this provision. A year of experience under this section is at least 1872 hours of related work. A newly hired

nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s) during the immediately preceding five (5) years. A year of experience under this section is at least 1872 hours of related work. The Medical Center may, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

G. A per diem nurse will be paid a differential of \$5.00 per hour in lieu of receiving PTO, BIT, and insurance benefits.

H. The standby on-call compensation policies for nurses are set forth in Appendix B to this Agreement.

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

J. A nurse will ordinarily progress to the next year's step rate of pay under Section A above (for example, Step 2 to Step 3) on the later of (1) the anniversary of the nurse's last such step placement or (2) upon completion of 700 hours compensated at straight-time rates or above. Such anniversary date will be extended by the length of any leave of absence, since the nurse's last step placement, of more than 30 days.

K. Weekend differential:

1. A weekend shift is defined as a shift whose scheduled beginning time is within a 48-hour period commencing at 12:01 a.m. Saturday, or for night shift employees, the beginning of the night shift closest thereto (e.g. Friday night and Saturday night).

2. For hours worked on a weekend shift, the nurse will be paid a differential of \$1.25 per hour worked.

3. No weekend differential will be paid for any unworked hours or for any hours to which the incentive shift differential applies under Section M below.

L. Incentive Shift differential:

1. A regular nurse will be paid an incentive shift differential of \$18.00 per hour (\$19.25 per hour on weekend shifts) for all hours worked per pay period in excess of the number of the nurse's regularly scheduled hours (including regularly scheduled weekend hours) for the pay period when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, when designated as an incentive shift by the Medical Center. For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the application of Article 24, Low Census, and regularly scheduled hours not worked because the Medical Center has required attendance at a specific education program, or any hours compensated by the Medical Center in connection with a family death, will be counted as regularly scheduled hours worked for the pay period. Hours worked in determining eligibility for this incentive shift differential will not include hours worked as a result of trades or of being called in to work while on standby on-call. A nurse on prescheduled PTO who is called in to work a shift in lieu of their PTO at the request of the Medical Center will be paid the incentive shift premium extra shift differential.

2. A per diem nurse will be paid incentive shift differential, in the applicable amount specified in the preceding paragraph, for all hours worked in excess of 48 in the pay period when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, when designated as an incentive shift by the Medical Center. For the purposes of the preceding sentence, hours actually worked, hours not worked because of the application of Article 24, Low Census, and hours not worked because the Medical Center has required attendance at a specific education program, will be counted in determining eligibility for this incentive shift differential. Hours worked in determining eligibility for this incentive shift differential will not include hours worked as a result of trades or of being called in to work while on standby on-call.

3. If, once the schedule is posted, a regular or per diem nurse notifies the person responsible for staffing his or her patient care unit that the nurse will be available to work a particular shift(s) as an incentive shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the order in which the notifications are received. There is no guarantee that all nurse requests for extra shift work will be granted. A nurse who is assigned to work a particular incentive shift and who does not work the shift as assigned, will not be given preference for the next schedule period.

4. A weekend shift has the same definition as under Section K above.

5. No incentive shift premium extra shift differential will be paid for any unworked hours.

M. Preceptor differential: A nurse assigned as a preceptor will be paid a differential of \$2.00 per hour worked as a preceptor. - A preceptor is a nurse who is designated by his or her nurse manager to: assess the learning needs of (a) an inexperienced, re-entry, new hire, or new-to-specialty nurse or (b) a capstone, immersion, practicum or student of similar level when a faculty member from the nurse's program is not on-site at the Medical Center. In determining patient assignments, the charge nurse will consider the fact that a nurse is serving as a preceptor, and the experience of the preceptee, in addition to the other factors normally considered. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor. In assigning nurses to precept other nurses, nurse managers will give preference to those nurses who have successfully completed a preceptor training course approved by the Medical Center.

## **APPENDIX B - STANDBY ON CALL**

A. The following standby on-call policies shall apply to regular nurses:

1. Standard standby call pattern: A nurse who is scheduled to be on standby shall be paid \$4.00 per hour on call. If called in to work during standby, the nurse shall be assigned a minimum of three hours (3) of work, or pay in lieu of such hours not assigned by the Medical Center, at time-and-one-half the nurse's straight-time rate of pay as shown in Appendix A, including regularly scheduled shift, certification, and Charge Nurse differentials. Such premium rate will apply only where the nurse has first clocked out and then received a call from the nurse's unit manager or designee asking the nurse to return to work. A nurse who is called in to work more than once during the same three-hour window will receive only one three hour minimum. SANE nurses who are called in on an emergent basis shall receive call-back pay under this provision as if they were on a scheduled standby shifts.

B. Nursing units with mandatory scheduled standby will develop unit guidelines regarding the scheduling and assignment of standby time. The Medical Center will notify the Association before establishing a standby requirement in a unit where standby is not currently mandatory and will bargain upon request.

## **APPENDIX C -- CERTIFICATION**

A. Certification Differential: A nurse who meets the requirements of this section shall receive a \$2.25 per hour certification differential.

1. The nurse must have a current nationally recognized certification on file with Human Resources for the area where the nurse works a significant number of hours. Initial eligibility for the certification differential will begin on the first full pay period following submission of proof of certification with expiration date 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 the Medical Center of certification renewal before that date. If the proof is submitted to the Medical Center after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

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

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

4. On the recommendation of the IPC or otherwise, the Medical Center may, in its discretion, specify areas and certifications; provided, however, there shall not be less than one certification recognized for each area covered by this Agreement:

### Medical/Surgical

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BC	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
CMSRN	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board

RN-BC	Pain Management Nurse	American Nurses Credentialing Center
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
CWS	Certified Wound Specialist	American Academy of Wound Management
<u>ONC</u>	<u>Orthopaedic Nurse Certified</u>	<u>Orthopaedic Nurse Certification Board</u>
<u>PCCN</u>	<u>Progressive Care Certified Nurse</u>	<u>American Association of Critical Care Nurses Certification Corporation</u>

### Emergency

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

### Critical Care

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
------	--------------------------------	--

### Surgical Services (Short-Stay Unit, Medical Procedures Unit/Endoscopy, Post-Anesthesia Care Unit, Surgery, Outpatient Infusion)

CAPA	Certified Ambulatory Peri-Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CPAN	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CNOR	Certified Nurse Operating Room	Competency & Credentialing Institute

		(formerly Certification Board of Perioperative Nursing)
CGRN	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation

#### The Birth Center

RNC-LRN	Low Risk Neonatal Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
RNC-OB	Inpatient Obstetric Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
RNC-MNN	Maternal Newborn Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
IBCLC	International Board Certified Lactation Consultant	International Board of Lactation Consultant Examiners

#### B. Educational Expense Reimbursement.

1. The Medical Center will reimburse nurses for the fee(s) (such as exam or application fees) associated with obtaining approved certifications (as described in this Appendix), once the nurse successfully obtains the certification(s) or recertification(s).

2. Additional Education Leave: Nurses who have been approved and receive payment for a Certification Differential, shall be eligible for 8 hours of paid education leave annually, in addition to those hours to which the nurse might otherwise be entitled pursuant to Article 20, Section E.1.

## **APPENDIX D – 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 **2016**:

### **Medical Benefit Design In Network**

<b><u>Plan Feature</u></b>	<b><u>Health Reimbursement Medical Plan</u></b>	<b><u>Health Savings Medical Plan</u></b>
Annual deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
Annual out-of-pocket maximum (does not include deductible)	\$2,150 per person \$4,300 per family	\$1,500 employee only \$3,000 if covering dependents
Preventive Care	No Charge	No Charge
Primary Care Provider visits (non-preventive)	PCP: \$20 copay Specialist: <u>PH&amp;S employed: 10% after deductible</u> <u>Other in-network: 20% after deductible</u>	After deductible: PCP: 10% Specialist: <b><u>PH&amp;S employed: 10% after deductible</u></b> <b><u>Other in-network: 20% after deductible</u></b>
Lab and x-ray	20% after deductible	20% after deductible
Alternative care (chiropractic, acupuncture)	20% after deductible Combined 12 visit limit per calendar year	20% after deductible Combined 12 visit limit per calendar year
Naturopathy	Covered as Specialist	Covered as Specialist
Behavioral health care providers	No Charge	20% after deductible
Outpatient hospital/surgery facility	PH&S: 10% after deductible Other in-network: 25% after	PH&S: 10% after deductible Other in-network: 25% after

fees (except hospice, rehab)	deductible	deductible
Inpatient hospital facility fees, including behavioral health	PH&S: 10% after deductible Other in-network: 25% after deductible	PH&S: 10% after deductible Other in-network: 25% after deductible
Hospital physician fees	<b><u>PH&amp;S: 10% after deductible</u></b> <b><u>Other in-network: 20% after deductible</u></b>	<b><u>PH&amp;S: 10% after deductible</u></b> <b><u>Other in-network: 20% after deductible</u></b>
Emergency room	\$250 copay (waived if admitted)	20% after deductible
Urgent Care	<b><u>PH&amp;S: 10% after deductible</u></b> <b><u>Other in-network: 20% after deductible</u></b>	<b><u>PH&amp;S: 10% after deductible</u></b> <b><u>Other in-network: 20% after deductible</u></b>
Maternity Preventive Care	No Charge	No charge
Pre-natal, Delivery, and Post-natal Provider Care	No Charge	No Charge (Delivery/Post-Natal: same as hospital stay)
Maternity Hospital Stay and Routine Nursery	PH&S: 10% after deductible Other in-network: 25% after deductible	PH&S: 10% after deductible Other in-network: 25% after deductible

### **Medical Premiums**

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

<u>Level of Benefit</u>	<u>Health Reimbursement Medical Plan</u>		<u>Health Savings Medical Plan</u>	
<u>Full Time</u>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>
<u>Employee Only</u>	<b><u>\$11.50</u></b>	<b><u>5% of premium</u></b>	<b><u>\$0.00</u></b>	<b><u>\$0.00</u></b>

<u>Employee and child(ren)</u>	\$22.50	8% of premium	<b><u>\$11.00</u></b>	<b><u>Not to exceed</u></b> 15% of premium
<u>Employee and Spouse/Partner</u>	\$30.50	8% of premium	<b><u>\$19.00</u></b>	<b><u>Not to exceed</u></b> 15% of premium
<u>Employee and Family</u>	\$42.00	8% of premium	<b><u>\$30.00</u></b>	<b><u>Not to exceed</u></b> 15% of premium
<u>Part Time</u>	2016	2017	2016	2017
<u>Employee Only</u>	\$24.00	10% of premium	<b><u>\$12.00</u></b>	<b><u>Not to exceed</u></b> 10% of premium
<u>Employee and child(ren)</u>	\$42.50	13% of premium	<b><u>\$30.50</u></b>	<b><u>Not to exceed</u></b> 20% of premium
<u>Employee and Spouse/Partner</u>	\$55.00	13% of premium	<b><u>\$43.00</u></b>	<b><u>Not to exceed</u></b> 20% of premium
<u>Employee and Family</u>	\$73.50	13% of premium	<b><u>\$61.50</u></b>	<b><u>Not to exceed</u></b> 20% of premium

### **Prescription Drugs**

Plan Feature	Health Reimbursement <b><u>(HRA)</u></b> Medical Plan	Health Savings <b><u>(HSA)</u></b> Medical Plan
Providence Pharmacies (30-day supply)	Preventive: No Charge Generic: \$10 copay per Rx Formulary brand: 20% of cost (maximum cost is \$150 per Rx) after-deductible.	Preventive: No Charge Generic: 10% after deductible Formulary brand: 20% (maximum cost is \$150 per

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

### **Medical Savings Account**

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

Plan Feature	Health Reimbursement Medical Plan	Health Savings Medical Plan
Contribution	<p>\$700 Individual</p> <p>\$1400 Family</p>	<p>\$700 Individual</p> <p>\$1400 Family</p>
Annual net deductible (deductible minus health)	<p>\$450 per person</p> <p>\$900 max per family</p>	<p>\$800 employee only</p> <p>\$1,600 if covering</p>

incentive)		dependents
Annual out-of-pocket maximum (with deductible)	\$3,300 per person <b><u>\$6,600</u></b> max per family	\$3,000 employee only \$6,000 if covering dependents

Any balance left in the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) that is unused at the end of the plan year may be rolled over to the HRA or HSA account for the next plan year in accordance with the terms of the accounts or any applicable/required laws. If the nurse has been employed for at least five years with the Medical Center, he or she may use the money in the HRA upon termination of employment for purposes permitted by the plan. Nurses on an unpaid leave may also use the vested balance in the HRA to pay for COBRA premiums. **In 2016, HRA funds (those associated with the Health Reimbursement 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 after termination from Providence unless enrolled in COBRA.**

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

### **Dental**

Plan Feature	Delta Dental PPO 1500		Delta Dental PPO 2000	
	PPO Dentist	Premier and Non-PPO Dentist	PPO Dentist	Premier and Non-PPO Dentist
Diagnostic and Preventative				
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants,	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.

Topical Fluoride, Space Maintainers, Resin Restoration				
<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 Sedation	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoetomy	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
<b>Major</b>				
Crowns, veneers or onlays, crown build ups, Post and core on endodontically treated teeth,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Dentures, Fixed partial dentures,	Deductible and 50% of	Deductible and 50% of	Deductible and 50% of	Deductible and 50% of the cost

(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	the cost	the cost	the cost	
Annual Maximum that the plan pays	\$1,500 per person	\$1500 per person	\$2,000 per person	\$2000 per person
Annual Deductible Per person	\$50	\$50	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150
Orthodontia	Not covered		50% after \$50 lifetime deductible \$2,000 lifetime maximum	

### **Dental Premiums**

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

Level of Benefit	Delta Dental PPO 1500		Delta Dental PPO 2000	
Full Time	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2016</u></b>	<b><u>2017*</u></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

Part Time	<u><b>2016</b></u>	<u><b>2017</b></u>	<u><b>2016</b></u>	<u><b>2017*</b></u>
Employee Only	\$4.96	20% of premium	\$8.72	31% of premium
Employee and child(ren)	\$10.92	40% of premium	\$16.94	48% of premium
Employee and Spouse/Partner	\$14.89	40% of premium	\$22.42	48% of premium
Employee and Family	\$20.84	40% of premium	\$30.63	48% of premium

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

### **Vision**

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

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

### **Vision Premiums.**

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

Level of Benefit		
Full Time	Plan Year <b><u>2016</u></b>	Plan Year <b><u>2017</u></b>
Employee Only	\$3.11	50% of premium
Employee and child(ren)	\$5.60	50% of premium
Employee and Spouse/Partner	\$6.72	50% of premium
Employee and Family	\$9.33	50% of premium
Part Time	Plan Year <b><u>2016</u></b>	Plan Year <b><u>2017</u></b>
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:

- Does not have coverage through his or her employer
- Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage)
- Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage)
- Is a Providence benefits-eligible employee

Has employer-provided medical coverage with an annual out-of-pocket maximum greater than \$6,250 for employee-only coverage and \$12,500 if covering dependents.

## **LETTER OF AGREEMENT - HEALTH CARE UNIT RESTRUCTURING**

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

- A. A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units.
  
- B. In the event of a health care unit restructure, the Medical Center will, if possible, give the Association 30 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. If the Medical Center cannot, in good faith, give 30 days' notice, it will give the Association as much notice as is practicable.
  
- C. The Medical Center will determine the number of positions that the restructured health care unit or units will have.
  
- D. In the event of a health care unit restructure, the nurses joining the Medical Center from the other employer will have their seniority calculated in accordance with Article 22. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The Association may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy with regard to health care unit restructuring with regard to giving Medical Center nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

E. If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions.

The job bidding and posting processes for such position will be worked out by the Association and the Medical Center, but will generally adhere to the seniority and job posting provisions of Article 22 — Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other Medical Center nurses consistent with Article 22.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at the Medical Center, those will be handled according to Article 23 — Reduction in Force.

G. The newly restructured unit or units at the Medical Center will comply with all other provisions of the contract including Articles 8 and 9.

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

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

## **LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE**

### **NURSES**

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

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

In any case where there are more qualified applicant nurses from other Providence employers than there are open positions at the Medical Center, the Medical Center will select the nurse with the earliest Providence hire date, unless another nurse is substantially better qualified.

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

## **MEMORANDUM OF UNDERSTANDING CHARGE NURSES**

The Medical Center will not challenge the status of nurses holding positions currently called Charge Nurses as bargaining unit nurses based on the National Labor Relations Board ruling of *Kentucky River*.

## **MEMORANDUM OF UNDERSTANDING CONTRACT TRAINING**

Contract Training. Within 90 days of ratification, joint Association and Medical Center trainings will be conducted for interested nurses, regarding changes to this Agreement and areas where the parties agree there are many questions. The training will be jointly designed and provided by the Association and Medical Center Human Resources, and will be held a minimum of three times, in order to reach interested parties on different units and shifts. All nurses who attend the training will be paid for the time attending such training, and will be encouraged to attend.

## MEMORANDUM OF UNDERSTANDING BSN

Providence Newberg Medical Center  
1001 Providence Drive  
Newberg, OR 97132  
t: 503.537.1555  
www.providence.org/newberg



April 19, 2016

Sarah Thompson  
Oregon Nurses Association  
18765 SW Boones Ferry Road, Suite 200  
Tualatin, OR 97062

Dear Sarah,

As follow up to our discussion at the bargaining table, this letter serves to confirm that Providence Newberg Medical Center does not currently require a BSN for any of our represented RN positions nor do we plan to implement this requirement for employed and represented RNs at this time.

The hospital will continue to encourage represented employees to pursue a BSN and, in this spirit, we offer opportunity for financial support for attainment of the degree. In addition, we identify the degree as a "preferred" credential in our job postings. The degree may be considered a requirement in the future.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Theresa Osburne".

Theresa Osburne  
Sr. Human Resources Strategic Partner

cc: Yvonne Kirk  
Rita King



**ORS 441 (Previously SB 469)**

## CHAPTER 669

## AN ACT

SB 469

Relating to staffing of hospitals; creating new provisions; amending ORS 441.030, 441.162, 441.164, 441.166, 441.170 and 441.180; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

## HOSPITAL NURSE STAFFING COMMITTEES

**SECTION 1.** (1)(a) For each hospital there shall be established a hospital nurse staffing committee. Each committee shall:

(A) Consist of an equal number of hospital nurse managers and direct care staff;

(B) For that portion of the committee composed of direct care staff, consist entirely of direct care registered nurses, except for one position to be filled by a direct care staff member who is not a registered nurse and whose services are covered by a written hospital-wide staffing plan that meets the requirements of ORS 441.162; and

(C) Include at least one direct care registered nurse from each hospital nurse specialty or unit.

(b) If the direct care registered nurses who work at a hospital are represented under a collective bargaining agreement, the bargaining unit shall conduct a selection process by which the direct care registered nurses who work at the hospital select the members of the committee who are direct care registered nurses.

(c) If the direct care staff member who is not a registered nurse who works at a hospital is represented under a collective bargaining agreement, the bargaining unit shall use the selection process conducted pursuant to paragraph (b) of this subsection to select that member of the committee.

(d) If the direct care registered nurses who work at a hospital are not represented under a collective bargaining agreement, the direct care registered nurses belonging to a hospital nurse specialty or unit shall select each member of the committee who is a direct care registered nurse from that specialty or unit.

(2) A hospital nurse staffing committee shall develop a written hospital-wide staffing plan in accordance with ORS 441.162. The committee's primary goals in developing the staffing plan shall be to ensure that the hospital is staffed to meet the health care needs of patients. The committee shall review and modify the staffing plan in accordance with section 5 of this 2015 Act.

(3) A majority of the members of a hospital nurse staffing committee constitutes a quorum for the transaction of business.

(4) A hospital nurse staffing committee shall have two cochair. One cochair shall be a hospital nurse manager elected by the members of the committee who are hospital nurse managers and one cochair shall be a direct care registered nurse elected by the members of the committee who are direct care staff.

(5)(a) A decision made by a hospital nurse staffing committee must be made by a vote of a majority of the members of the committee. If a quorum of members comprises an unequal number of hospital nurse managers and direct care staff, only an equal number of hospital nurse managers and direct care staff may vote.

(b) If the committee is unable to reach an agreement on the staffing plan, either cochair of the committee may invoke a 30-day period during which the committee shall continue to develop the staffing plan. During the 30-day period, the hospital shall respond in a timely manner to reasonable requests from members of the committee for data that will enable the committee to reach a resolution. If at the end of the 30-day period, the committee remains unable to reach an agreement on the staffing plan, one of the cochairs shall notify the Oregon Health Authority of the impasse.

(c) Upon receiving notification under paragraph (b) of this subsection, the authority shall provide the committee with a mediator to assist the committee in reaching an agreement on the staffing plan. Mediation conducted under this paragraph must be consistent with the requirements for implementing and reviewing staffing plans under section 5 of this 2015 Act and ORS 441.162.

(d) If the committee is unable to reach an agreement on the staffing plan after 90 days of mediation, the authority may impose a penalty against the hospital as described in ORS 441.170.

(6) A hospital nurse staffing committee shall meet:

(a) At least once every three months; and

(b) At any time and place specified by either cochair.

(7)(a) Subject to paragraph (b) of this subsection, a hospital nurse staffing committee meeting must be open to:

(A) The hospital nursing staff as observers; and

(B) Upon invitation by either cochair, other observers or presenters.

(b) At any time, either cochair may exclude persons described in paragraph (a) of this subsection from a committee meeting for purposes related to deliberation and voting.

(8) Minutes of hospital nurse staffing committee meetings must:

(a) Include motions made and outcomes of votes taken;

(b) Summarize discussions; and

(c) Be made available in a timely manner to hospital nursing staff and other hospital staff upon request.

(9) A hospital shall release a member of a hospital nurse staffing committee described in subsection (1)(a) of this section from the member's assignment, and provide the member with paid time, to attend committee meetings.

#### NURSE STAFFING ADVISORY BOARD

**SECTION 2.** (1)(a) The Nurse Staffing Advisory Board is established within the Oregon Health Authority, consisting of 12 members appointed by the Governor.

(b) Of the 12 members of the board:

(A) Six must be hospital nurse managers;

(B) Five must be direct care registered nurses who work in hospitals; and

(C) One must be either a direct care registered nurse who works in a hospital or a direct care staff member who is not a registered nurse and whose services are covered by a written hospital-wide staffing plan that meets the requirements of ORS 441.162.

(c) To the extent practicable, board members shall be appointed to ensure that the board is represented by members from hospitals where direct care staff are represented under a collective bargaining agreement and hospitals where direct care staff are not represented by a collective bargaining agreement and by hospitals of different sizes, types and geographic location.

(d) The term of office of each board member is three years, but a member serves at the pleasure of the Governor. Before the expiration of the term of a member, the Governor shall appoint a successor whose term begins January 1 next following. A member is eligible for reappointment, but may not serve more than two consecutive terms. If there is a vacancy for any cause, the Governor shall make an appointment to become immediately effective for the unexpired term.

(2) The board shall:

(a) Provide advice to the authority on the administration of ORS 441.162 to 441.170;

(b) Identify trends, opportunities and concerns related to nurse staffing;

(c) Make recommendations to the authority on the basis of those trends, opportunities and concerns; and

(d) Review the authority's enforcement powers and processes under sections 9, 10 and 11 of this 2015 Act.

(3)(a) Upon request, the authority shall provide the board with written hospital-wide staffing plans implemented under ORS 441.162, reviews conducted under section 5 of this 2015 Act, information obtained during an audit under section 9 of this 2015 Act and complaints filed

and investigations conducted as described in section 10 of this 2015 Act.

(b) The authority may not provide the board with any information under paragraph (a) of this subsection that is identifiable with a specific hospital unless the information is publicly available.

(c) Hospital-wide staffing plans provided to the board under this section are confidential and not subject to public disclosure.

(4) A majority of the members of the board constitutes a quorum for the transaction of business.

(5) The board shall have two cochairers selected by the Governor. One cochair shall be a hospital nurse manager and one cochair shall be a direct care registered nurse.

(6) Official action by the board requires the approval of a majority of the members of the board.

(7) The board shall meet:

(a) At least once every three months; and

(b) At any time and place specified by the call of both cochairers.

(8) The board may adopt rules necessary to for the operation of the board.

(9) The board shall submit a report on the administration of ORS 441.162 to 441.170 in the manner provided in ORS 192.245 to an interim committee of the Legislative Assembly related to health no later than September 15 of each year. The board may include in its report recommendations for legislation.

(10) Members of the board are not entitled to compensation, but may be reimbursed for actual and necessary travel and other expenses incurred by them in the performance of their official duties in the manner and amounts provided for in ORS 292.495. Claims for expenses shall be paid out of funds appropriated to the authority for purposes of the board.

**SECTION 3.** Notwithstanding the term of office specified by section 2 of this 2015 Act, of the members first appointed to the Nurse Staffing Advisory Board:

(1) Four shall serve for a term ending January 1, 2017;

(2) Four shall serve for a term ending January 1, 2018; and

(3) Four shall serve for a term ending January 1, 2019.

#### STAFFING PLANS

**SECTION 4.** ORS 441.162 is amended to read:  
441.162. (1) [A] Each hospital shall *[be responsible for the implementation of a]* implement the written hospital-wide staffing plan for nursing services that has been developed and approved by the hospital nurse staffing committee under section 1 of this 2015 Act. *[The staffing plan shall*

be developed, monitored, evaluated and modified by a hospital staffing plan committee. To the extent possible, the committee shall:]

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

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

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

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

[(3)] (2) The [written] staffing plan [shall]:

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

[(b)] (a) **Must** be based on the specialized qualifications and competencies of the nursing staff. The skill mix and the competency of the staff shall ensure that the nursing care needs of the patients are met and shall ensure patient safety.] **and provide for the skill mix and level of competency necessary to ensure that the hospital is staffed to meet the health care needs of patients;**

(b) **Must** be based on a measurement of hospital unit activity that quantifies the rate of admissions, discharges and transfers for each hospital unit and the time required for a direct care registered nurse belonging to a hospital unit to complete admissions, discharges and transfers for that hospital unit;

(c) **Must** be based on total diagnoses for each hospital unit and the nursing staff required to manage that set of diagnoses;

[(c)] (d) **Must** be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations [and];

(e) **Must** recognize differences in patient [acuteness.] **acuity;**

[(d)] (f) **Must** establish minimum numbers of nursing staff, including licensed practical nurses and certified nursing assistants, required on specified shifts[,], **provided that** at least one registered nurse and one other nursing staff member [must be] is on duty in a unit when a patient is present[.];

[(e)] (g) **Must** include a formal process for evaluating and initiating limitations on admission or diversion of patients to another [acute care facility] hospital when, in the judgment of [the] a direct care registered nurse or a nurse manager, there is an inability to meet patient care needs or a risk of harm to [existing and new] patients[.];

(h) **Must** consider tasks not related to providing direct care, including meal breaks and rest breaks; and

(i) **May not** base nursing staff requirements solely on external benchmarking data.

(3) A hospital **must** maintain and post a list of on-call nursing staff or staffing agencies to provide replacement nursing staff in the event of a vacancy. The list of on-call nursing staff or staffing agencies **must** be sufficient to provide for replacement nursing staff.

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

[(5)(a)] (4)(a) An employer may not impose upon unionized nursing staff any changes in wages, hours or other terms and conditions of employment pursuant to a staffing plan [developed or modified under subsection (1) of this section] unless the employer first provides notice to and, [on] upon request, bargains with the union as the exclusive collective bargaining representative of the nursing staff in the bargaining unit.

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

**SECTION 5.** (1) A hospital nurse staffing committee established pursuant to section 1 of this 2015 Act shall review the written hospital-wide staffing plan developed by the committee under ORS 441.162:

(a) At least once every year; and

(b) At any other date and time specified by either cochair of the committee.

(2) In reviewing a staffing plan, a hospital nurse staffing committee shall consider:

(a) Patient outcomes;

(b) Complaints regarding staffing, including complaints about a delay in direct care nursing or an absence of direct care nursing;

(c) The number of hours of nursing care provided through a hospital unit compared with the number of patients served by the hospital unit during a 24-hour period;

(d) The aggregate hours of mandatory overtime worked by the nursing staff;

(e) The aggregate hours of voluntary overtime worked by the nursing staff;

(f) The percentage of shifts for each hospital unit for which staffing differed from what is required by the staffing plan; and

(g) Any other matter determined by the committee to be necessary to ensure that the hospital is staffed to meet the health care needs of patients.

(3) Upon reviewing a staffing plan, a hospital nurse staffing committee shall:

(a) Report whether the staffing plan ensures that the hospital is staffed to meet the health care needs of patients; and

(b) Modify the staffing plan as necessary to ensure that the hospital is staffed to meet the health care needs of patients.

**SECTION 5a.** (1) For purposes of this subsection, “epidemic” means the occurrence of a group of similar conditions of public health importance in a community or region that are in excess of normal expectancy and that are from a common or propagated source.

(2) Notwithstanding ORS 441.162 and section 5 of this 2015 Act, a hospital is not required to follow a written hospital-wide staffing plan developed and approved by the hospital nurse staffing committee under section 1 of this 2015 Act upon the occurrence of a national or state emergency requiring the implementation of a facility disaster plan, or upon the occurrence of sudden unforeseen adverse weather conditions or an infectious disease epidemic suffered by hospital staff.

(3) Upon the occurrence of an emergency circumstance not described in subsection (2) of this section, either cochair of the hospital nurse staffing committee may require the hospital nurse staffing committee to meet to review and potentially modify the staffing plan in response to the emergency circumstance.

#### REPLACEMENT STAFF

**SECTION 6.** ORS 441.166 is amended to read:

441.166. (1) For purposes of this section, “nursing staff” includes registered nurses, licensed practical nurses, certified nursing assistants and other hospital nursing staff members as defined by the Oregon Health Authority by rule.

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

[(2)] (3)(a) Except as provided in subsection (4) of this section, a hospital may not require a [registered nurse, licensed practical nurse or certified nursing assistant] **nursing staff member** to work:

[(a)] (A) Beyond the agreed-upon and prearranged shift, regardless of the length of the shift;

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

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

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

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

(D) During the 10-hour period immediately following the 12th hour worked during a 24-hour period.

(b) For purposes of paragraph (a)(D) of this subsection, a nursing staff member begins to work when the nursing staff member begins a shift.

(4) A hospital may require an additional hour of work beyond the work authorized under subsection (3) of this section if:

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

(b) There is a potential harm to an assigned patient if the nursing staff member leaves the assignment or transfers care to another nursing staff member.

(5) If a nursing staff member agrees to work overtime, the nursing staff member is accountable for the nursing staff member’s competency in practice and is responsible for notifying the nursing staff member’s supervisor when the nursing staff member’s ability to safely provide care is compromised.

[(3)(a)] (6)(a) Time spent in required meetings or receiving education or training shall be included as hours worked for purposes of subsection [(2)] (3) of this section.

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

[(c)] (b) Time spent on call or on standby when the [registered nurse, licensed practical nurse or certified nursing assistant] **nursing staff member** is required to be at the premises of the employer shall be included as hours worked for purposes of subsection [(2)] (3) of this section.

(c) Time spent on call but away from the premises of the employer may not be included as hours worked for purposes of subsection (3) of this section.

(7) If a nursing staff member believes that a hospital unit is engaging in a pattern of requiring direct care nursing staff to work overtime for nonemergency care, the nursing staff member may report that information to the hospital nurse staffing committee established for the hospital pursuant to section 1 of this 2015 Act. The hospital nurse staffing committee shall consider the information when reviewing the written hospital-wide staffing plan as required by section 5 of this 2015 Act.

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

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

(b) In emergency circumstances identified by the [Oregon Health] authority by rule.]; or]

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

### HOSPITAL POSTINGS

**SECTION 7.** On each hospital unit, a hospital shall post a notice summarizing the provisions of ORS 441.162 to 441.170 in a place that is clearly visible to the public that includes a phone number for purposes of reporting a violation of the laws.

### RECORDS

**SECTION 8.** A hospital shall keep and maintain records necessary to demonstrate compliance with ORS 441.162 to 441.170. For purposes of this section, the Oregon Health Authority shall adopt rules specifying the content of the records and the form and manner of keeping, maintaining and disposing of the records. A hospital must provide records kept and maintained under this section to the authority upon request.

### ENFORCEMENT

**SECTION 9.** (1) For the sole purpose of verifying compliance with the requirements of ORS 441.162 to 441.170 and 441.192, the Oregon Health Authority shall audit each hospital in this state once every three years, at the time of conducting an on-site inspection of the hospital under ORS 441.025.

(2) When conducting an audit pursuant to this section, the authority shall:

(a) If the authority provides notice of the audit to the hospital, provide notice of the audit to the cochairs of the hospital nurse staffing committee established pursuant to section 1 of this 2015 Act;

(b) Interview both cochairs of the hospital nurse staffing committee;

(c) Review any other hospital record and conduct any other interview or site visit that is necessary to verify that the hospital is in compliance with the requirements of ORS 441.162 to 441.170 and 441.192; and

(d) Within 60 days after issuing an order requiring a hospital to implement a plan to correct a violation of ORS 441.162 to 441.170 or 441.192, conduct an investigation of the hospital to ensure compliance with the order.

(3) Following an investigation conducted pursuant to subsection (2) of this section, the

authority shall provide in writing a report of the authority's findings to the hospital and the cochairs of the hospital nurse staffing committee.

(4) The authority shall compile and maintain for public inspection an annual report of audits and investigations conducted pursuant to this section.

(5) The costs of audits required by this section may be paid out of funds from licensing fees paid by hospitals under ORS 441.020.

**SECTION 10.** (1) For purposes of ensuring compliance with ORS 441.162 to 441.170, the Oregon Health Authority shall:

(a) Within 60 days after receiving a complaint against a hospital for violating a provision of ORS 441.162 to 441.170, conduct an on-site investigation of the hospital; and

(b) Within 60 days after issuing an order requiring a hospital to implement a plan to correct a violation of ORS 441.162 to 441.170, conduct an investigation of the hospital to ensure compliance with the plan.

(2) When conducting an investigation of a hospital to ensure compliance with ORS 441.162 to 441.170, the authority shall, if the authority provides notice of the investigation to the hospital, provide notice of the investigation to the cochairs of the hospital nurse staffing committee established pursuant to section 1 of this 2015 Act.

(3) Following an investigation conducted pursuant to this section, the authority shall provide in writing a report of the authority's findings to the hospital and the cochairs of the hospital nurse staffing committee.

(4) When conducting an investigation of a hospital to ensure compliance with ORS 441.162 to 441.170, the authority may:

(a) Take evidence;

(b) Take the depositions of witnesses in the manner provided by law in civil cases;

(c) Compel the appearance of witnesses in the manner provided by law in civil cases;

(d) Require answers to interrogatories; and

(e) Compel the production of books, papers, accounts, documents and testimony pertaining to the matter under investigation.

**SECTION 11.** The Oregon Health Authority shall post on a website maintained by the authority:

(1) Reports of audits described in section 9 of this 2015 Act;

(2) Any report made pursuant to an investigation of whether a hospital is in compliance with ORS 441.162 to 441.170;

(3) Any order requiring a hospital to implement a plan to correct a violation of ORS 441.162 to 441.170;

(4) Any order imposing a civil penalty against a hospital or suspending or revoking the

license of a hospital pursuant to ORS 441.170; and

(5) Any other matter recommended by the Nurse Staffing Advisory Board established under section 2 of this 2015 Act.

#### CONFORMING AMENDMENTS

**SECTION 12.** ORS 441.164 is amended to read:

441.164. Upon request of a hospital, the Oregon Health Authority may grant *[variances in] a variance to the written hospital-wide staffing plan requirements [based on patient care needs or the nursing practices of the hospital] described in ORS 441.162 if the variance is necessary to ensure that the hospital is staffed to meet the health care needs of patients.*

**SECTION 13.** ORS 441.170 is amended to read:

441.170. (1) The Oregon Health Authority may impose civil penalties in the manner provided in ORS 183.745 or suspend or revoke a license of a hospital for a violation of any provision of ORS 441.162 *[or 441.166] to 441.170*. The authority shall adopt by rule a schedule establishing the amount of civil penalty that may be imposed for *[any] a violation of ORS 441.162 [or 441.166] to 441.170* when there is a reasonable belief that safe patient care has been or may be negatively impacted. *[A], except that a civil penalty [imposed under this subsection] may not exceed \$5,000. Each violation of a [nursing staff] written hospital-wide staffing plan shall be considered a separate violation. Any license that is suspended or revoked under this subsection shall be suspended or revoked as provided in ORS 441.030.*

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

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

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

**SECTION 14.** ORS 441.030 is amended to read:

441.030. (1) The Oregon Health Authority or the Department of Human Services may assess a civil penalty and, pursuant to ORS 479.215, shall deny, suspend or revoke a license, in any case where the State Fire Marshal, or the representative of the State Fire Marshal, certifies that there is a failure to comply with all applicable laws, lawful ordinances and rules relating to safety from fire.

(2) The authority may:

(a) Assess a civil penalty or deny, suspend or revoke a license of a health care facility other than a long term care facility in any case where it finds that there has been a substantial failure to comply with ORS 441.015 to 441.063 or the rules or minimum standards adopted under ORS 441.015 to 441.063.

(b) Assess a civil penalty or suspend or revoke a license issued under ORS 441.025 for failure to comply with an authority order arising from a health care facility's substantial lack of compliance with the provisions of ORS 441.015 to 441.063, *[or 441.162 [or 441.166] to 441.170 or the rules adopted under ORS 441.015 to 441.063,] or 441.162 [or 441.166] to 441.170.*

(c) Suspend or revoke a license issued under ORS 441.025 for failure to pay a civil penalty imposed under ORS 441.170.

(3) The department may:

(a) Assess a civil penalty or deny, suspend or revoke a long term care facility's license in any case where it finds that there has been a substantial failure to comply with ORS 441.015 to 441.063 or 441.087 or the rules or minimum standards adopted under ORS 441.015 to 441.063 or 441.087.

(b) Assess a civil penalty or suspend or revoke a long term care facility's license issued under ORS 441.025 for failure to comply with a department order arising from a long term care facility's substantial lack of compliance with the provisions of ORS 441.015 to 441.063, 441.084 or 441.087 or the rules adopted under ORS 441.015 to 441.063, 441.084 or 441.087.

(c) Suspend or revoke a license issued under ORS 441.025 for failure to pay a civil penalty imposed under ORS 441.710.

(d) Order a long term care facility licensed under ORS 441.025 to restrict the admission of patients when the department finds an immediate threat to patient health and safety arising from failure of the long term care facility to be in compliance with ORS 441.015 to 441.063, 441.084 or 441.087 and the rules adopted under ORS 441.015 to 441.063, 441.084 or 441.087.

(4) Any long term care facility that has been ordered to restrict the admission of patients pursuant to subsection (3)(d) of this section shall post a notice of the restriction, provided by the department, on all doors providing ingress to and egress from the facility, for the duration of the restriction.

**SECTION 15.** ORS 441.180 is amended to read:

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

(2) Any hospital that willfully violates this section is subject to a civil penalty not to exceed \$500. Civil penalties under this section shall be imposed

by the Oregon Health Authority in the manner provided by ORS 183.745.

#### **SERIES PLACEMENT**

**SECTION 16.** Sections 1, 2, 5, 5a and 7 to 11 of this 2015 Act are added to and made a part of ORS 441.162 to 441.170.

#### **IMPLEMENTATION**

**SECTION 17.** (1) For purposes of this section, "hospital" has the meaning given that term in ORS 441.160.

(2) A hospital nurse staffing committee shall be established for each hospital in accordance with section 1 of this 2015 Act on or before January 1, 2016.

(3) Each hospital shall post material as described in section 7 of this 2015 Act on or before January 1, 2016.

(4) The Oregon Health Authority shall adopt rules required by section 8 of this 2015 Act on or before July 1, 2016.

(5) Each hospital nurse staffing committee established pursuant to section 1 of this 2015 Act shall develop a written hospital-wide staffing plan in accordance with ORS 441.162 as amended by section 4 of this 2015 Act on or before January 1, 2017.

#### **APPLICABILITY**

**SECTION 18.** Notwithstanding section 1 of this 2015 Act and the amendments to ORS 441.162 by section 4 of this 2015 Act:

(1) A hospital staffing plan committee established before the effective date of this 2015 Act shall continue to have the duties, functions and powers of a hospital staffing plan committee as described in ORS 441.162 immediately before the

effective date of this 2015 Act until a hospital nurse staffing committee is established under section 1 of this 2015 Act; and

(2) A hospital-wide staffing plan for nursing services implemented under ORS 441.162 before the effective date of this 2015 Act shall continue to be in effect until a hospital nurse staffing committee established under section 1 of this 2015 Act implements a new written hospital-wide staffing plan for nursing services pursuant to ORS 441.162 as amended by section 4 of this 2015 Act.

#### **APPROPRIATION**

**SECTION 18a.** In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Health Authority, for the biennium beginning July 1, 2015, out of the General Fund, the amount of \$552,592 for the purpose of carrying out sections 9 and 10 of this 2015 Act.

#### **UNIT CAPTIONS**

**SECTION 19.** The unit captions used in this 2015 Act are provided only for the convenience of the reader and do not become part of the statutory law of this state or express any legislative intent in the enactment of this 2015 Act.

#### **EMERGENCY CLAUSE**

**SECTION 20.** This 2015 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2015 Act takes effect on its passage.

Approved by the Governor July 6, 2015  
Filed in the office of Secretary of State July 7, 2015  
Effective date July 6, 2015

**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 Newberg Medical Center April 27, 2016 – April 30, 2018.**

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

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

**Your Mailing Address** \_\_\_\_\_

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

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

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

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

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