

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

PROVIDENCE NEWBERG MEDICAL CENTER

December 18, 2020 – December 31, 2023

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1 **AGREEMENT**

2 THIS AGREEMENT made and entered into by and between PROVIDENCE
3 NEWBERG MEDICAL CENTER, 1001 Providence Dr., Newberg, Oregon,
4 hereinafter referred to as “the Medical Center,” and OREGON NURSES
5 ASSOCIATION, hereinafter referred to as “the Association.”
6

7 **PREAMBLE**

8 The intention of this Agreement is to formalize a mutually agreed upon and
9 understandable working relationship between Providence Newberg Medical Center
10 and its registered professional nurses which will be based upon equity and justice
11 with respect to wages, hours of service, general conditions of employment and
12 communication, to the end that the dedicated common objective of superior patient
13 care may be harmoniously obtained and consistently maintained.
14

15 For and in consideration of the mutual covenants and undertakings herein
16 contained, the Medical Center and the Association do hereby agree as follows:
17

18 **ARTICLE 1 – RECOGNITION**

19 The Medical Center recognizes the Association as the collective bargaining
20 representative with respect to rates of pay, hours of work and other conditions of
21 employment for a bargaining unit composed of full-time, part-time and per diem
22 registered nurses who perform patient care duties, including charge nurses and
23 relief charge nurses employed by the employer at its Newberg facility, but excluding
24 Sisters of Providence, lactation consultants, administrative and supervisory
25 personnel, and all other employees.
26

27 **ARTICLE 2 – DEFINITIONS**

28 A. Definitions:

29 1. Nurse. Registered nurse currently licensed to practice professional
30 nursing in Oregon.
31

32 2. Staff Nurse. Responsible for the direct or indirect total care of a patient
33 or patients.

- 1 3. Nurse Manager. Responsible for administration of an organized
2 nursing unit, including providing patient care.
3
- 4 4. Charge Nurse. A nurse who is awarded a position to assist and
5 coordinate in the continuity of patient care responsibilities and clinical
6 activities of an organized nursing unit, including providing patient care.
7
- 8 5. Relief Charge Nurse. A nurse who is assigned by the Medical Center
9 to assist and coordinate in the continuity of patient care
10 responsibilities and clinical activities of an organized nursing unit,
11 including providing patient care. The Medical Center will identify
12 nurses who are willing to voluntarily assume the role of relief charge
13 nurse on an on-going basis. The parties acknowledge, however, that
14 there may be unusual and infrequent situations when the Medical
15 Center will assign such duties to other nurses.
16
- 17 6. Nursing Unit. A patient care unit as designated by the Medical Center.
18
- 19 7. Regular Nurse. A part-time or full-time nurse.
20
- 21 8. Part-time Nurse. Any nurse who is regularly scheduled to work forty-
22 eight (48) or more hours per pay period, but less than sixty (60) hours
23 per pay period (a 0.6 to 0.74 FTE).
24
- 25 9. Full-time Nurse. Any nurse who is regularly scheduled to work at least
26 sixty (60) hours per pay period (a 0.75 or higher FTE).
27
- 28 10. Per Diem Nurse. Any nurse whose job status is “per diem,” which
29 means that the nurse is not assigned an FTE, but is assigned by the
30 Medical Center to work as needed on an intermittent or unpredictable
31 basis, as needed by the Medical Center. To maintain per diem status,
32 a nurse per diem must make good faith reasonable efforts to be
33 available to work at times needed by the Medical Center, for a
34 minimum of the following (if available):

- 1 a) A per diem nurse must submit availability for at least four (4)
2 open shifts during each six (6) week schedule period; The four
3 available shifts must include any one of the following: weekend,
4 evening, night, holiday, and/or standby or on-call shifts as
5 assigned by the Medical Center, if those shifts are regularly
6 scheduled in the unit where the nurse is to be assigned; If a
7 unit manager/scheduler is unable to identify a list of holes (or
8 gaps or open shifts) in the schedule, each per diem nurse will
9 still submit at least four shifts for which he/she is available;
10
11 b) A per diem nurse who does not meet the defined requirements
12 or who does not work any shifts for three (3) (six-week)
13 schedules (excluding Article 2, 10e) in a rolling year will be
14 considered having voluntarily resigned.
15
16 c) At least one (1) of the assigned shifts in a calendar year will be
17 on a holiday, and the holiday will be rotated between fall/winter
18 and spring/summer holidays, in alternate calendar years
19 pursuant to Article 6. In the surgical services department per
20 diem nurses will participate in the equitable rotation of holiday
21 call;
22
23 d) The nurse must meet the patient care unit's education
24 requirement for the year; and
25
26 e) A nurse may completely opt out of one (1) six-week schedule
27 period each calendar year, provided the nurse notifies the
28 Medical Center in advance of the preparation of the work
29 schedule.
30

- 31 11. Any nurse on a unit where a Per Diem nurse who averaged twenty-
32 four (24) or more hours of work per week during the preceding
33 eighteen (18)weeks (not including those who may have been
34 employed to replace a nurse on an approved leave of absence) may

1 apply in writing for a new full-time or part-time position to be posted,
2 closest to the Per Diem Nurse's work schedule (including shifts and
3 units) during the preceding eighteen (18) weeks. If the Medical Center
4 agrees the new position will be posted within six (6) weeks of the
5 request and filled in accordance with (Article 22 Seniority) of this
6 agreement.

8 **ARTICLE 3 – MEMBERSHIP**

9 **A. ONA Membership.**

- 10 1. Because a nurse has a high degree of professional responsibility to
11 the patient, the nurse is encouraged to participate in the Association to
12 define and upgrade standards of nursing practice and education
13 through participation and membership in the nurse's professional
14 association. Membership in the Oregon Nurses Association shall in no
15 manner be construed as a condition of employment.
- 16
- 17 2. The Medical Center will help to distribute membership informational
18 material provided by the Association to newly employed nurses. Such
19 material will include the Association's form authorizing voluntary
20 payroll deduction of monthly dues, if such form expressly states that
21 such deduction is voluntary, and a copy of this Agreement.
- 22
- 23 3. During departmental nursing orientation of newly hired nurses, the
24 Medical Center will provide up to 30 minutes for a bargaining unit
25 nurse designated by the Association or an Association representative
26 to discuss Association membership and contract administration
27 matters. The Medical Center will notify the Association or its designee
28 of the date and time of this orientation, at least two (2) weeks in
29 advance or as soon as is practicable.

31 **B. Membership and Financial Obligations.**

- 32 1. By the 31st day following initial ratification of this Agreement, or the
33 31st day of employment for nurses hired after such ratification, each
34 nurse must do one of the following as a condition of employment:

- 1 a) become and remain a member in good standing of the
2 Association and pay membership dues;
3
4 b) pay the association a representation fee established by the
5 Association in accordance with the law;
6
7 c) provide written notice by mail, email or facsimile to the
8 Association of his or her intention not to join the Association
9 and not pay membership dues or association representation
10 fees. Such notice must be postmarked within 31 days of
11 ratification/employment with a copy furnished to the Medical
12 Center, or in the event of a facsimile transmitted within 31 days
13 of ratification/employment with a copy furnished to the Medical
14 Center;
15
16 d) exercise the nurses' right to object on religious grounds. Any
17 nurse who is a member of, and adheres to established and
18 traditional tenets or teachings of a bona fide religion, body, or
19 sect, that holds conscientious objections to joining or financially
20 supporting labor organizations, will, in lieu of dues and fees,
21 pay sums equal to such dues and/or fees to a non-religious
22 charitable fund. These religious objections and decisions as to
23 which fund will be used must be documented and declared in
24 writing to the Association and the Medical Center. Such
25 payments must be made to the charity within fifteen (15)
26 calendar days of the time that dues would have been paid.
27

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

- 32 a) join the Association and pay membership dues,
33

- 1 b) pay to the Association the designated representation fee
2 established by the Association, or
3
4 c) make payments to a charity if objecting to membership or
5 representation fees on religious grounds.
6

7 3. Remedy for Non-Payment. Consistent with this Article, the Medical
8 Center will terminate the employment of a nurse who fails within 31
9 days of ratification or hire to become and remain an Association
10 member, representation fee payer, religious objector, or who fails to
11 provide notice of his or her choice not to become a member via mail,
12 email or facsimile as set forth in Section 1(c).
13

14 The Medical Center will terminate the employment of such nurse only
15 after receiving written notice from the Association that the nurse is
16 delinquent, so long as the nurse has also been sent two written
17 notices from the Association prior to the request to terminate
18 employment. The Medical Center will terminate the employment of the
19 nurse no later than fourteen (14) days after receiving the written notice
20 from the Association.
21

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

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

6
7 Oregon Nurses Association Attention: Membership Coordinator
8 18765 SW Boones Ferry Road, Suite 200
9 Tualatin, Oregon 97 Facsimile: 503-293-0013

10
11 C. Dues Deduction. The Medical Center will deduct the amount of Association
12 dues from the wages of all nurses covered by this Agreement who voluntarily
13 agree to such deductions and who submit an appropriately written
14 authorization to the Medical Center.

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

22
23 2. The Association will indemnify and save the Service Medical Center
24 harmless against any and all third party claims, demands, suits, and
25 other forms of liability that may arise out of, or by reason of action
26 taken by the Medical Center in connection with, this Article.

27
28 3. The parties will work together to reach a mutual agreement on the
29 information to be provided to the Association, to track the provisions in
30 this Article.

**ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY/HEALTHY WORK
ENVIRONMENT**

- 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/gender, veteran's status, marital status, sexual orientation, or disability. Any concerns regarding harassment, discrimination, or retaliation should be reported as soon as possible, in accordance with the Medical Center's policy on Harassment, Discrimination and Retaliation. The Medical Center acknowledges the Oregon Workplace Fairness Act, effective October 1, 2020, and will maintain an anti-discrimination and anti-harassment policy that complies with that law.
- 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.
- C. The Hospital and the Association agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or "bullying" language or behavior, are unacceptable and will not be tolerated.
- D. A union representative or other Providence Newberg Medical Center employee may be present during an investigatory meeting with a represented nurse whether they filed a complaint, or someone filed a complaint against them. Human Resources and the ONA representative will have a discussion prior to the meeting for Human Resources to determine if a conflict of interest exists, in which case the nurse will be asked to select another representative. This process shall not create unreasonable delays in the investigation. Such participation by the union representative or other PNMC employee in the

meeting shall be for the sole purposes of observation and support. The additional participant shall be bound by confidentiality for the purposes of maintaining the integrity of the investigation.

- E. If a nurse alleging discrimination/harassment begins litigation or an administrative proceeding with a government agency, such action will constitute a waiver of any claims under this Agreement regarding the alleged discrimination.

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. Effective through the final pay period in February 2021, 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 – 0.1 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);

- 1 4. For regular nurses on schedules consisting of three (3) days each
2 week, with each workday consisting of a 12-hour shift, or four (4) days
3 each week, with each workday consisting of a 9-hour shift, the accrual
4 rates in Section B.1, 2, and immediately above will be changed to
5 0.0963, 0.1155, and 0.1347 hours, respectively, per paid hour, not to
6 exceed 72 paid hours per two-week pay period.
7
8 5. Accrual will cease when a nurse has unused PTO accrual equal to
9 one and one-half times (1 ½) the applicable annual accrual set forth
10 above.
11
12 B-1. Accrual. Effective with the first full pay period in March 2021, regular nurses
13 with a full-time equivalent (FTE) status of at least 0.5, will accrue PTO as
14 follows:

Years of Service	Accrual per Hour Worked*	Accrual per Year**
Less than 3 years	0.0961 hours	200 hours
3 to less than 5 years	0.1077 hours	224 hours
5 to less than 10 years	0.1154 hours	240 hours
10 to less than 15 years	0.1269 hours	264 hours
15 or more years	0.1346 hours	280 hours

15 *Not to exceed eighty (80) hours per pay period

16 **Based on a full-time (1.0 FTE) nurse

17 Accrual will cease when a nurse has unused PTO accrual equal to one and one-half
18 (1 ½) times the applicable annual accrual set forth above, which is not prorated for
19 nurses whose FTE status is less than 1.0.

B-2. Accrual. Effective with the first full pay period in March 2021, regular nurses with a FTE status of 0.9, which includes those with work 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, will accrue PTO as follows:

Years of Service	Accrual per Hour Worked*	Accrual per Year**
Less than 3 years	0.1004 hours	188 hours
3 to less than 5 years	0.1122 hours	210 hours
5 to less than 10 years	0.1197 hours	224 hours
10 to less than 15 years	0.1314 hours	246 hours
15 or more years	0.1389 hours	260 hours

*Not to exceed seventy-two (72) hours per pay period

**Based on a full-time (0.9 FTE) nurse

Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1 ½) 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 requesting PTO, the nurse submits their time off request(s) through Kronos. The nurse will receive an approval or denial of the request via email from Kronos.

2. The number of nurses who may be on pre-scheduled PTO at one time will be defined at the nursing unit level annually by the nursing unit-based practice council with the goal of producing a balanced schedule that meets core staffing needs. The final number of nurses who may be on pre-scheduled PTO shall be approved by the nursing manager. In the event a nursing unit subsequently undergoes a significant staffing increase or a decrease, the nursing unit manager may adjust the number of nurses who may be on pre-scheduled PTO at one time, consistent with the staffing change. The rationale for the amount of nurses allowed off at a time will be provided.
3. The nurses on a nursing unit or department may develop an alternative method of holiday rotation or PTO scheduling. Any alternative method will only be adopted following first manager approval and then a majority vote of the staff nurses in the nursing unit or department. If manager approval is not granted, a rationale for the refusal will be provided.
4. Each nursing unit will make requests for prescheduled PTO submitted during the department's defined period, in accordance with the department's internal process for PTO requests. The prescheduled PTO submitted during these periods will be public and visible before the requests are approved.
5. If more nurses within a nursing 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 PNMC bargaining unit (see Article 22 – Seniority), unless the UBPC determines an alternative process per E.3 above. Nurses are expected to seek shift swaps, with manager approval, if they need time off for major life events, but If a nurse is unable to find a shift swap, the nursing unit manager may use their discretion to increase the number of nurses allowed off, based on operational needs.

- 1 6. “Prime Time 1” is defined as the period from November 20 through
2 January 5, and the Spring Break week observed by the Newberg
3 School District (including the weekends before and after). “Prime Time
4 2” is defined as the Memorial Day weekend through the Labor Day
5 weekend. All nurses will be limited to a maximum of the equivalent of
6 two (2) calendar weeks of the nurse’s FTE, not necessarily
7 consecutive days and/or weeks of PTO during each prime-time period.
8 Once all pre-scheduled PTO requests have been granted, unclaimed
9 “prime time” shall be posted on the nursing unit.
- 10
- 11 7. For requests submitted outside of the PTO Scheduling Period,
12 preference will be in order of the Medical Center’s receipt of the
13 written requests for nurses within the nursing unit. All requests will be
14 approved or denied within three (3) weeks of the date the request is
15 submitted.
- 16
- 17 8. Notwithstanding the prior provisions of subsections 4 and 5 above, the
18 Medical Center will rotate holiday work equitably based on a
19 combination of factors such as employee preference, holidays worked
20 or not worked in over the past two (2) years, and all holidays worked
21 or not worked in the preceding year. Holidays scheduled but not
22 worked due to low census shall be counted as worked for the purpose
23 of holiday rotation. The Medical Center will announce the holiday
24 rotation before the PTO scheduling period in which the holiday falls,
25 and nurses who are not scheduled to work on a holiday will be given
26 preference in PTO scheduling for the weeks immediately preceding
27 and following the holiday over nurses who are scheduled to work on
28 the holiday.
- 29
- 30 9. PTO requests that cross over the PTO scheduling periods will be
31 honored in accordance with subsections 4 and 5 of this section with
32 the understanding that if the PTO request is approved for the latter
33 part of the scheduling period, then approval will automatically extend
34 to the beginning of the next scheduling period.

- 1 10. Once PTO has been approved, the Medical Center will not require a
2 nurse to replace himself or herself on the schedule. Once a vacation
3 PTO request has been approved, it can only be changed by mutual
4 agreement between the Medical Center and the nurse. Vacation PTO
5 requests shall not be converted to requests for unpaid time off absent
6 Medical Center approval, and nurses are expected to have enough
7 accrued PTO available at the point the PTO is to be used. The
8 Medical Center may deny a PTO request if a nurse has demonstrated
9 a pattern of not having enough accrued PTO available to cover the
10 nurse's request, unless the nurse has accrued less PTO than
11 expected due to an approved leave of absence, or mandatory low
12 census.
13
- 14 11. Once the PTO has been approved, the PTO schedule will be posted in
15 a manner that is accessible for nurses to view.
16
- 17 12. In the event nurses on a particular nursing unit or nursing units have
18 concerns about a pattern of denial of PTO or a specific situation
19 involving denial of PTO, nurses are encouraged to discuss the issue
20 with the nursing unit manager or director, and if the concern has not
21 been resolved, representatives of the Association may raise it with the
22 Nursing Task Force.
23
- 24 13. If a PTO request is denied, the rationale for the denial will be available
25 in Kronos. The scheduler/ nursing unit manager will attempt to contact
26 the nurse with the rationale. Upon request of the affected nurse, the
27 scheduler/nursing unit manager will work with the nurse on alternate
28 dates for approval.

1 F. Use.

2 1. Accrued PTO may first be used in the pay period following accrual.

3
4 2. Under Article 24 of this agreement, PTO will be used for any absence
5 of a quarter hour or more, unless the nurse chooses not to use PTO
6 for this time off.

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

10
11 b) When a nurse is assigned to an in-service in the Medical
12 Center shorter than the nurse's scheduled shift and the nurse is
13 not assigned to work the remaining hours of the regularly
14 scheduled shift; or

15
16 c) When a nurse is required by the Medical Center to attend a
17 committee meeting in the Medical Center during a regularly
18 scheduled shift and the nurse is not assigned to work the
19 remaining hours of the regularly scheduled shift.

20
21 d) Under (b and c) above, and at the discretion of the nurse, the
22 nurse will make herself/himself available for assignment to work
23 the remaining hours of the regularly scheduled shift within the
24 scheduling period.

25
26 3. PTO may be used in addition to receiving workers' compensation
27 benefits if EIT is not available, up to a combined total of PTO, EIT (if
28 any), and workers' compensation benefits that does not exceed two-
29 thirds (2/3) of the nurse's straight-time pay for the missed hours.

30
31 4. PTO may not be used when the nurse is eligible for the Medical
32 Center compensation in connection with a family death, jury duty,
33 witness appearance, or EIT.

- 1 G. Change in Status. A nurse's unused PTO account will be paid to the nurse in
2 the following circumstances:
- 3 1. Upon termination of employment, if the nurse has been employed for
4 at least six (6) months and, in cases of resignation, if the nurse has
5 also provided the required notice of intended resignation. Effective
6 with the first pay period in March 2021, PTO will be paid upon
7 termination provided the nurse provides the required notice of
8 intended resignation per Article 12 E, Notice of Resignation.
9
- 10 2. Upon changing from PTO-eligible to non-eligible status, provided the
11 nurse has been employed for at least six (6) months at the time of the
12 change.
13

14 **ARTICLE 6 – HOLIDAYS**

- 15 A. On the observed holidays of New Year's Day, Memorial Day, Independence
16 Day, Labor Day, Thanksgiving Day, and Christmas Day, the following will
17 apply:
- 18 1. When a nurse is scheduled to work an observed holiday and requests
19 time off, PTO will be used for the time off. However, if the nurse, with
20 the manager's approval, works (or if the nurse requests but is not
21 assigned to work) a substitute day in the same workweek, the nurse is
22 not required to use PTO for the holiday.
23
- 24 2. If a nurse works on an observed holiday, the nurse will be paid one
25 and one-half times (1 ½) the nurse's straight-time rate and will retain
26 accrued PTO hours for use at another time.
27
- 28 3. If an observed holiday occurs on a Saturday or Sunday, nurses in
29 departments that are regularly scheduled only Monday through Friday
30 will observe the holiday on the Friday or Monday that is closest to the
31 holiday and designated by the Medical Center.
32

4. Nurses that are unable to work due to a department closure will have the option to use low census unpaid or low census PTO to fulfill their FTE.
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. Effective through the final pay period in February 2021, 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. Effective with the first full pay period in March 2021, no further EIT leave accruals will occur. All existing EIT leave accruals for then-current nurses shall be frozen as of that date and shall be placed in an extended illness bank for each respective nurse. Nurses hired on or after March 1, 2021 will not accrue or participate in EIT.
- 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-1. Use (through the pay period including February 28, 2021). Effective through the pay period including February 27, 2021, EIT will continue to be available as follows:

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.

1 d) Partial day absences related to a single illness of the nurse,
2 without an intervening full scheduled shift being worked, after a
3 waiting period of missed work due to such condition which is
4 equal to the shorter of the equivalent of three regularly
5 scheduled work shifts or 24 scheduled hours.

6
7 e) After qualification for use under subsections (c) or (d) above
8 and a return to work for less than one (1) scheduled full shift,
9 when the nurse misses work due to recurrence of such
10 condition.

11
12 f) Approved parental leave under applicable law.

13
14 g) Approved leaves under OFLA, after exhausting all accrued and
15 available PTO.

16
17 3. EIT may be used when the nurse is receiving workers' compensation
18 pay after the normal workers' compensation waiting period and is
19 otherwise eligible for EIT use, but such EIT use will be limited to
20 bringing the nurse's total compensation from workers' compensation
21 and EIT to two-thirds (2/3) of the nurse's straight-time pay for the
22 missed hours.

23
24 D-2. Use of EIT (March 2021 – December 31, 2022). Effective the first full pay
25 period in March 2021 and until December 31, 2022, accrued EIT may be
26 used for the following purposes:

27 1. Top-up short-term disability pay to 100%

28
29 2. Top-up paid parental leave pay to 100%

30
31 3. Top-up Workers' Compensation pay to 100%

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

13 E. Change in Status. Effective through the final pay period in February 2021,
14 upon changing from EIT-eligible to non-eligible status, if the nurse has been
15 employed for at least six (6) months, a nurse's accrued but unused EIT will
16 be placed in an inactive account from which the nurse may not use EIT.
17 Upon return to EIT eligible status, the inactive account will be activated for
18 use in accordance with this Article. In the event of termination of
19 employment, a nurse's active and inactive accounts will be terminated and
20 will not be subject to cash-out, but such an account will be reinstated if the
21 nurse is rehired within twelve (12) months of the termination of employment.
22

23 F. Providence will provide a Short-Term Disability and Paid Parental Leave
24 benefit effective the first full pay period following March 1, 2021. For benefits-
25 eligible nurses, short term disability and/or paid parental leave benefits will
26 be paid at 65% of the nurse's base rate of pay plus shift differential, plus
27 certification premium, if applicable. Participation shall be subject to specific
28 requirements outlined in the HR policy and timely submission of required
29 documentation to the benefit/leave administrator.
30

31 G. In no case will Providence deduct any amount from nurses pay to provide
32 Short Term Disability/Paid Parental Leave benefit and will reimburse
33 employees for any deduction that is made without a nurses' explicit
34 authorization relating to an equivalent short-term disability plan.

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

2. 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 proactively inform his or her supervisor or charge nurse if the nurse anticipates he or she will be or actually is unable to take such 30-minute uninterrupted meal period. The charge nurse or supervisor will work with the nurse to explore solutions in order for the nurse to receive their 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 ½) 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.

D. There shall be no pyramiding of time-and-one-half premiums for overtime, holidays and Appendix B. Any hour for which such a premium is payable under a provision of this Agreement will not be counted toward any other time-and-one-half or higher premium for that or any other hour. 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.

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

6
7 F. Nurses who are required to change at the Medical Center into Medical
8 Center required clothing will be permitted five (5) minutes included in the
9 beginning and end of each scheduled shift to change into and out of such
10 clothing.

11 12 **ARTICLE 9 – HOURS OF WORK AND SCHEDULING**

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

17 1. At the time of initial posting, the Medical Center will schedule nurses
18 for every other weekend, or every third weekend if staffing levels allow
19 for it. Weekends will be shared equitably among nurses. When
20 template or every 3rd weekend schedule options become available,
21 department seniority will be the governing factor.

22
23 B. If nurses are scheduled to report for work and permitted to come to work
24 without receiving two (2) hours' notice prior to shift start that no work is
25 available in their regular assignment the Medical Center shall assign the
26 nurse at least three (3) hours of nursing work which they are qualified to
27 perform, or pay the nurse in lieu of such hours not assigned by the Medical
28 Center at the nurse's straight-time rate plus applicable shift, certification and
29 Charge Nurse differentials. For the remainder of the scheduled shift, the
30 nurse may be placed on low census with standby pursuant to Appendix B, or
31 if the Medical Center determines after consultation with the nurse that there
32 is no work available for which he or she is qualified, then the nurse may elect
33 to take the hours off with low census PTO or low census unpaid.

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

9
10 C. Nurses will not be regularly scheduled to work different shifts (meaning a
11 day, evening, or night shift different than the one to which the nurse is
12 normally scheduled), unless mutually agreed upon, except that for the
13 purpose of participation in an educational program, any nurse may agree to
14 be regularly scheduled to work different shifts. Upon completion of the
15 nurse's agreed-upon participation in such program, the nurse will be
16 reinstated in the nurse's former regular shift. If more nurses within a unit
17 request to be so scheduled than the Medical Center determines to be
18 appropriate for its operations, preference will be given to the earliest of such
19 requests.

20
21 D. Variable Shifts. The Medical Center may create and post positions that
22 require the nurse holding such a position to work variable shifts, meaning a
23 position with variable shifts or start times within a shift. When the Medical
24 Center fills such a position, the Medical Center will work with the nurse to
25 minimize the impact of the variable shifts by communicating and
26 collaborating with the nurse in the development of the nurse's schedule.
27 Unless a nurse is hired into a variable shift position, he or she will not be
28 required to work on variable shifts without the nurse's consent.

29
30 E. Setting of Schedules. The Medical Center has the right to set schedules on
31 patient or operational needs. The Medical Center will seek to accommodate,
32 consistent with operational needs, nurses' desires for regularity in their
33 scheduling patterns. If the nurses on a unit present a proposal to create a
34 template or self-schedule, supported by the majority of the nurses on a unit,

1 management will approve or deny the proposal based upon articulated
2 patient care or operational needs. To receive support, any schedule must
3 meet core staffing needs without incurring additional overtime or extra shift
4 premium. When there are permanent changes to the schedule, the Medical
5 Center will discuss the proposed change(s) with the affected nurse(s) and
6 will provide at least 30 days' notice of permanent changes.

7 1. Open templates or patterns will be bid based upon seniority in each
8 unit.

9
10 2. In the event of holidays, leaves of absence or other reasonable
11 operational needs, temporary changes may be made prior to the
12 schedule posting or with agreement with the affected nurse after the
13 schedule is posted.

14
15 3. For the purpose of scheduling, per diems will be assigned or
16 scheduled prior to any balancing of schedules.

17
18 4. All schedules will be reviewed by a bargaining unit nurse. Any
19 concerns on the schedule will be sent to the manager in writing. The
20 manager will assess the concerns, make changes as needed and
21 approve the final schedule.

22
23 F. Nurses should notify the Medical Center of any unexpected absence from
24 work as far in advance as possible, but at least two and one-half (2 ½) hours
25 before the start of the nurse's shift.

26 27 **ARTICLE 10 – FLOATING**

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

30 1. As "Helping Hands" or as a Constant Observer under the "Helping
31 Hands" guidelines and policy. The "Helping Hands" guidelines will be
32 reviewed on an annual basis in unit-based councils.

33
34 2. Medical Surgical nurses may float to Intensive Care, and vice-versa.

- 1 a) After orientation to the unit, a Medical Surgical nurse required
2 to float to the Intensive Care department will be assigned to
3 patients identified as Medical Surgical Overflow or Progressive
4 Care. A Medical Surgical nurse with the required critical care
5 experience and competencies may volunteer to care for a
6 Critical Care patient. The Medical Surgical nurse will also
7 provide nursing support to the Intensive Care nurses and their
8 assigned patients consistent with the unit staffing plan.
9
- 10 b) An Intensive Care nurse with recent experience in or orientation
11 to the unit may be required to float to the Medical Surgical
12 Department and will receive an assignment commensurate with
13 the nurse's skills and abilities.
14
- 15 3. In addition to Section 2(a) and 2(b) above, a cross-trained nurse may
16 volunteer to float, on a shift-by-shift basis, be assigned to any unit to
17 which the nurse is cross-trained.
- 18 a) Any nurse who cross trains may be given a minimum of four (4)
19 hours training prior to accepting a patient care assignment.
20
- 21 b) Each department will have a list of nurses who are cross
22 trained to their department with the proper orientation complete.
23
- 24 B. A nurse who volunteers or is required to float will be oriented to the unit,
25 including the unit layout, codes and passwords, location of supplies, patient
26 care expectations, and admission, transfer, and discharge processes.
27
- 28 C. Prior to any nurse being assigned Low Census, the House Supervisor will
29 evaluate the need to float a nurse. If there is such a need, a nurse will be
30 floated before any nurse is assigned low census. A nurse will not be required
31 to float out of the nurse's home unit when a share-care, agency or traveler is
32 working on that unit. A nurse will not be required to float to a unit where
33 another nurse has been sent home (voluntary or mandatory) due to low
34 census unless the nurse is unable or unwilling to be called back to work.

1 D. If a nurse believes that he or she is not qualified and competent for a specific
2 assignment with a primary patient load, the nurse should escalate and
3 discuss the reasons why with their manager, house supervisor or charge
4 nurse at the time of the request to explore options available.

5
6 E. The Medical Center will make reasonable efforts to evenly distribute floating
7 among all nurses. The Medical Center will also make reasonable efforts to
8 not float a nurse on a 12-hour shift to more than one (1) unit per shift except
9 in cases where it provides continuity in patient care.

10
11 F. Except for a cross-trained nurse with a specific patient assignment, and
12 subject to immediate patient care needs, nurses floated off his or her home
13 unit will be floated back to their home unit should the need for a nurse arise
14 on that unit during their shift.

15 16 **ARTICLE 11 – STAFFING**

17 A. Concerns. Nurses are encouraged to raise any staffing concerns, without
18 fear of retaliation. For specific staffing concerns, the Medical Center will
19 make available a form that is mutually agreeable to the Medical Center and
20 the Association. Nurses will submit the staffing request and documentation
21 form as directed on the form, and the Medical Center will not discourage the
22 reporting, documentation and submission of such forms. A copy of such
23 reports received by the Medical Center will be provided to the Association,
24 the house wide staffing committee, and the appropriate unit manager.

25
26 B. The Nurse Staffing Effectiveness Committee and Charter. The parties
27 acknowledge the legal requirements set forth in the Oregon Nurse Staffing
28 law and any associated Oregon Administrative Rules regarding nurse staffing
29 plans and Staffing Effectiveness Committees.

30 31 **ARTICLE 12 – EMPLOYMENT STATUS**

32 A. Corrective Action. The Medical Center shall have the right to give corrective
33 action to nurses for just cause. Corrective action may include verbal warning,
34 written warning, suspension without pay, or discharge. These forms of

corrective action will generally be used progressively, but the Medical Center may bypass one (1) or more of these disciplinary steps depending on the nature and severity of the incident, and the time period between corrective actions, using the principles of just cause.

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. Introductory Period. A nurse employed by the Medical Center shall be considered in an introductory period during the first one hundred eighty (180) calendar days of employment. The introductory period may be extended by the Medical Center with written notice to the nurse and ONA. In the event that the introductory period has been interrupted by a leave of absence, the introductory period may be extended for a period not to exceed the length of the interruption. If a nurse is not succeeding after their orientation is complete but prior to the end of the introductory period, the Medical Center will assist the nurse in identifying open positions at PNMC for which they are qualified and eligible to apply.

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

F. Disputes Regarding Corrective Action. A nurse who feels he or she has been given corrective action or discharged without just 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 corrective action or discharge.

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

9

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

20

21 I. Personnel File. A nurse may review the contents of his/her personnel file
22 upon request, in accordance with Oregon law. A nurse will also be permitted
23 to submit to his/her personnel file a written rebuttal or explanation, which will
24 be included with any documentation of corrective action or discharge.

25

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

28

29 K. Absence Without Notice. A nurse who is absent from work for three (3)
30 consecutive working days without notice to the Medical Center is subject to
31 corrective action or discharge.

32

33 L. Investigatory/Corrective Action Meetings. It is the Medical Center's intent to
34 conduct corrective action 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 corrective action.

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-1. Medical Leaves.

1. Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA). Parental, family medical, and workers' compensation leaves of

1 absence will be granted in accordance with applicable law. The
2 Medical Center will permit a nurse who is approved for leave
3 FMLA/OFLA leave to use accrued EIT for him/herself and/or qualifying
4 family members, as outlined in the provisions of leave laws, Medical
5 Center policy, and this section.
6

7 B-2. Medical Leave of Absence. Regardless of eligibility for leave under FMLA or
8 OFLA, nurses who have completed the first six (6) months of employment
9 are eligible for up to six (6) months of leave to care for their own serious
10 health condition (including maternity). Such leave will not be taken on an
11 intermittent basis. Time taken under FMLA or OFLA will count toward the six-
12 month maximum. Benefits will continue as required under FMLA, or as long
13 as the nurse is using PTO or EIT. Nurses are not guaranteed reinstatement
14 while on non-FMLA or non-OFLA medical leave to the same position except
15 (a) as required by law or (b) as stated in Section H ("Return from Leave")
16 below.
17

18 C. Military Leave. Leaves of absence for service in the Armed Forces of the
19 United States will be granted in accordance with federal law. A leave of
20 absence granted for annual military training duty, not to exceed two (2)
21 weeks, shall not be charged as PTO time unless requested by the nurse.
22

23 D. Benefits While on Leave. A nurse will not lose previously accrued benefits as
24 provided in this Agreement but will not accrue additional benefits during the
25 term of a properly authorized leave of absence. A nurse's anniversary date
26 for purposes of wage increases and PTO accrual rates shall not be changed
27 because of being on a leave for thirty (30) days or less.
28

29 E. Bereavement Leave. A regular nurse who has a death in the nurse's family
30 will be granted time off with pay as follows: up to three (3) days will be paid
31 when the days that the nurse needs to be absent fall on the nurse's regular
32 workdays to attend a funeral or memorial service of a member of the nurse's
33 immediate family (provided that the leave is taken within a reasonable time of
34 the family member's death). A member of the nurse's immediate family for

1 this purpose is defined as the parent, grandparent, mother-in-law, father-in-
2 law, spouse, child (including foster child), grandchild, sister, or brother of the
3 nurse; parent, child, or sibling of the nurse's spouse; spouse of the nurse's
4 child; the parent of the nurse's minor child; or other person whose
5 association with the nurse was, at the time of death, equivalent to any of
6 these relationships.

7
8 F. Jury Duty. A nurse who is required to perform jury duty may request to be
9 rescheduled to a comparable schedule on day shift during the Monday
10 through Friday period and be permitted the necessary time off from such new
11 schedule to perform such service, for a period not to exceed two (2) calendar
12 weeks per year. A nurse who is required to perform jury duty will be paid the
13 difference between the nurse's regular straight-time pay including regularly
14 scheduled shift, certification, and Charge Nurse differentials provided under
15 Appendix A, for the scheduled workdays he or she missed and the jury pay
16 received, provided that he or she has made arrangements with the nurse's
17 manager in advance. The nurse must furnish a signed statement from a
18 responsible officer of the court as proof of jury service and jury duty pay
19 received.

20
21 G. Appearance as a Witness. Nurses who are subpoenaed to appear as a
22 witness in a court case, in which neither nurses nor the Association is making
23 a claim against the Medical Center, involving their duties at the Medical
24 Center, during their normal time of duty will be compensated for the time
25 spent in connection with such an appearance as follows: they will be paid
26 their straight-time rate of pay, including regularly scheduled shift, certification,
27 and Charge Nurse differentials provided under Appendix A, provided that the
28 subpoenaed nurse notifies the Medical Center immediately upon receipt of
29 the subpoena. Such pay will not be deemed to be for hours worked. They will
30 also be given, if they so request, equivalent time off from work in their
31 scheduled shift immediately before or their scheduled shift immediately after
32 such an appearance, provided that the subpoenaed nurse makes the request
33 immediately upon receipt of the subpoena.

1 H. Return from Leave.

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

5
6 2. A nurse who returns from a leave pursuant to FMLA, OFLA, Workers'
7 Compensation or as an accommodation for a qualifying disability will
8 be restored to his or her former shift and assignment. A nurse who
9 returns from any other leave of absence exceeding three (3) months
10 but less than six (6) months will be restored to a position on his or her
11 former unit. (Leaves of absence for educational purposes are also
12 referred to in the Professional Development article of this Agreement.)
13

14 **ARTICLE 15 – HEALTH AND WELFARE**

15 A. Laboratory examinations, when indicated because of exposure to
16 communicable diseases at work, shall be provided by the Medical Center
17 without cost to the nurse. A nurse, upon request, will be furnished a copy of
18 all results of the aforementioned tests.
19

20 B. The Medical Center will provide Group Life Insurance on the same terms as
21 provided to a majority of the Medical Center's other employees.
22

23 C. Each benefits-eligible nurse will participate in the benefit program offered to a
24 majority of the Medical Center's other employees, in accordance with their
25 terms and Appendix D. From the Providence benefits program, the nurse has
26 the option to select: (1) medical coverage (Health Reimbursement Medical
27 Plan, Health Savings Medical Plan or the EPO Medical Plan (starting in plan
28 year 2022, where available) (2) dental coverage (3) supplemental life
29 insurance, (4) voluntary accidental death and dismemberment insurance, (5)
30 dependent life insurance, (6) health care Flexible Spending Account (FSA),
31 (7) day care Flexible Spending Account (FSA), (8) long term disability
32 coverage, and (9) voluntary short term disability, and (10) vision coverage
33 (vision coverage becomes voluntary in plan year 2022). The Medical Center
34 will offer all such benefits directly or through insurance carriers selected by

1 the Plan Administrator. For 2021, the nurses will participate in the plan, as
2 offered to the majority of the Medical Center's non-represented employees;
3 notwithstanding the foregoing, for 2021, the Medical Center will maintain the
4 following plan features as they were in 2020: (1) amount of in-network net
5 deductible (defined as each nurse's deductible based on coverage choice
6 minus any Health Reimbursement Account contributions from the Medical
7 Center), (2) the percentage of employee premium contribution; and (3) the in-
8 network out of pocket maximum.

- 9
- 10 D. The nurse will pay, by payroll deduction (across 26 pay periods beginning
11 2022) unless some other payment procedure is agreed to by the nurse and
12 the Medical Center, the cost of the total benefits selected which exceeds the
13 portion paid by the Medical Center under the preceding section.

14

15 **ARTICLE 16 – PENSIONS**

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

- 18
- 19 B. At the time of ratification, the retirement plans include:

- 20 1. the Core Plan (as frozen);
21
22 2. the Service Plan;
23
24 3. the Value Plan (403(b)); and
25
26 4. the 457(b) plan.

- 27
- 28 C. The Medical Center shall not reduce the benefits provided in such plans
29 unless required by the terms of a state or federal statute during the term of
30 this Agreement.

- 31
- 32 D. The Medical Center may from time to time amend the terms of the plans
33 described in this article; except (1) as limited by Section C above and (2) that

1 coverage of nurses under Section B above shall correspond with the terms of
2 coverage applicable to a majority of Medical Center employees.

3
4 **ARTICLE 17 – ASSOCIATION BUSINESS**

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

13
14 B. The Medical Center will provide the Association with designated bulletin
15 board space of approximately two (2) feet by three (3) feet in the Emergency,
16 Surgical Services, Medical/Surgical, ICU and Birth Center department
17 breakrooms, which will be the exclusive places for the posting of Association-
18 related notices. Such postings shall be limited to notices that relate to
19 contract negotiation and administration matters.

20
21 C. The Hospital shall furnish electronically in an Excel spreadsheet to the
22 Association for nurses covered by this Agreement, on a monthly basis a list
23 of the:

- | | |
|--|---------------------|
| • Full names | • RN license number |
| • Former name, if any | • Unit |
| • Home address | • Shift |
| • Supplemental Address, if any | • Title or position |
| • Phone number | • Date of hire |
| • Full-time Equivalency (FTE) or
status of employment | • Seniority date |
| • Unique employee identifier | |

24
25 The Hospital will also supply a monthly list showing the names of each nurse
26 whose employment has been terminated, and who has been hired, during

1 the preceding month. The Hospital will provide the Association with
2 reasonable updates of this information as requested during contract
3 negotiations.

4
5 D. Nurses who serve as delegates, cabinet members, or board members, of the
6 Association or its parent (ANA) will be granted time off to attend to official
7 union business, as outlined below.

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

10
11 2. Nurses who submit requests pursuant to this Section D will be
12 permitted to either;

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

14
15 b) If the nurse has fewer than forty (40) hours of PTO in the
16 nurse's PTO bank, take the day as an unpaid day off. The
17 Medical Center will determine whether such requests, pursuant
18 to this section D may be granted, consistent with patient care
19 needs, and, if such requests cannot be granted, the Medical
20 Center will meet with the Association to determine which of the
21 nurses' requests will be granted.

22
23 E. The Association will supply the Medical Center with a list of designated Unit
24 Representatives from among the various units of the Medical Center.

25
26 F. The Medical Center will post a seniority list, sorted by unit, on the Medical
27 Center's nursing intranet site. The seniority list will include the name of each
28 nurse and the nurse's date of hire and/or adjusted seniority date.

30 **ARTICLE 18 – NO STRIKE**

31 A. In view of the importance of the operation of the Medical Center's facilities to
32 the community, the Medical Center and the Association agree that there shall
33 be no lockouts by the Medical Center and no strikes, picketing or other actual

1 or attempted interruptions of work by nurses or the Association during the
2 term of this Agreement.

3
4 B. The Medical Center and the Association further agree that there shall be no
5 sympathy strikes by nurses or the Association during the term of this
6 Agreement. If, however, an individual nurse in good conscience does not
7 want to cross a lawful primary picket line, the nurse may request absent time
8 without pay or benefits. Such request will be considered by the Medical
9 Center, which may grant the request if it determines, in its sole discretion,
10 that patient care will not be adversely affected. If the request is not granted, it
11 shall not be a violation of this Article for a nurse to engage in sympathy
12 picketing on the nurse's own time, in support of the lawful primary picket line,
13 if such picketing does not interfere with the nurse's assigned hours of work.

14 15 **ARTICLE 19 – GRIEVANCE PROCEDURE**

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

22
23 A nurse who believes that the Medical Center has violated provisions of this
24 Agreement is encouraged and expected to discuss the matter with the
25 nurse's manager before undertaking the following grievance steps. A
26 grievance shall be presented exclusively in accordance with the following
27 procedure:

28
29 Step 1. After consulting with a representative or officer of the Association, the
30 nurse or the Association shall present the grievance in writing (containing, to
31 the best of the nurse's understanding, the facts and Agreement provisions
32 involved) to the nurse's manager within fourteen (14) days after the date
33 when he or she had knowledge or, in the normal course of events, should
34 have had knowledge of the occurrence involved in the grievance (ten (10)

1 days after the date of notice of any discharge or other discipline which is the
2 subject of the grievance). The grievance shall set forth the facts of the
3 dispute including: the date of the alleged violation, the names of the nurse(s)
4 affected, the specific provisions of the agreement in dispute, and the relief
5 requested.

6
7 The manager's reply is due within fourteen (14) days of such presentation.
8 The Association may choose to present a group grievance at Step 1 if the
9 affected nurses have the same manager. Otherwise, the grievance will be
10 presented at Step 2. If a meeting is held at Step 1, the nurse may bring his or
11 her Association representative.

12
13 Step 2. If the grievance is not resolved to the nurse's satisfaction (or to the
14 satisfaction of the Association officer presenting a group grievance) at Step
15 1, the nurse's representative may present the grievance in writing to the
16 Chief Nursing Officer/Chief Operating Officer responsible for the nurse's
17 department, or designee, within fourteen (14) days after the date when he or
18 she had knowledge or, in the normal course of events, should have had
19 knowledge of the occurrence involved in the grievance (ten (10) days after
20 the date of notice of any discharge or other discipline which is the subject of
21 the grievance), whether or not he or she has received the manager's reply by
22 that time. If the grievance has been presented to Step 2 in accordance with
23 this Article, the written response is due within fourteen (14) days of such
24 presentation.

25
26 Step 3. If the grievance is not resolved to the nurse's satisfaction (or to the
27 satisfaction of the Association officer presenting a group grievance) at Step
28 2, the nurse's representative may present the grievance in writing to the
29 Chief Executive Officer or designee within fourteen (14) days after receipt of
30 the response in Step 2 or, if this response is not received within that period,
31 within fourteen (14) days after the expiration of time allocated in Step 2 for
32 the response. The Chief Executive Officer's or designee's written response to
33 the grievant and the Association is due within fourteen (14) days after a
34 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

1 power to add to, subtract from or change any of the provisions
2 of this Agreement or to impose any obligation on the
3 Association or the Medical Center not expressly agreed to in
4 this Agreement.

5
6 d) The fee and expenses of the arbitrator shall be shared equally
7 by the Association and the Medical Center, except that each
8 party shall bear the expenses of its own representation and
9 witnesses.

10
11 e) A grievance will be deemed untimely if the time limits set forth
12 above for presentation of a grievance to a step are not met,
13 unless the parties agree in writing to extend such time limits.

14
15 f) As used in this Article, "day" means calendar day.
16

17 **ARTICLE 20 – PROFESSIONAL DEVELOPMENT**

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

21
22 B. The Medical Center agrees to maintain a continuing in-service education
23 program for all nurses covered by this Agreement. In the event a nurse is
24 required by the Medical Center to attend in-service education functions
25 outside the nurse's normal shift, he or she will be compensated for the time
26 spent at such functions at the nurse's established day straight-time hourly
27 rate including regularly scheduled shift, certification, and Charge Nurse
28 differentials provided under Appendix A. The term "in-service education" shall
29 include individual training in the nurse's specialty area as requested by the
30 Medical Center as well as other educational training. If the Medical Center
31 specifically instructs a nurse, in writing, to purchase instructional materials or
32 equipment for mandatory in-service education, the Medical Center will
33 reimburse the nurse for the reasonable cost of such materials. Before

1 incurring any such expense, the nurse must seek the written approval of
2 his/her manager.
3

4 C. The philosophy of the Medical Center's orientation program shall be to
5 provide the newly graduated registered nurse employee with a supervised
6 first hospital work experience. In accordance with this policy, the Medical
7 Center agrees to maintain an orientation program to help newly graduated
8 registered nurses achieve clinical nursing experience. The Medical Center
9 further agrees to discuss in advance any changes in Medical Center
10 orientation program with the ONA-PNMC task force.
11

12 D. The Medical Center endorses the concept of professional improvement
13 through continuing professional education. The Medical Center, at its
14 discretion, may grant unpaid educational leaves of absence. Paid
15 educational leaves of absence will be granted consistent with prudent
16 Medical Center management. The Medical Center will attempt to offer
17 educational leave opportunities to as broad a spectrum of its nurses as
18 practicable under existing circumstances.
19

20 E. Nurses shall make reasonable efforts to complete mandatory education
21 (such as HealthStream) and the annual nursing evaluation during regularly
22 scheduled shifts. A nurse who is finding it difficult to find adequate
23 uninterrupted time away from patient care duties to complete mandatory
24 education or the nursing evaluation may bring this difficulty to the attention of
25 his or her manager. The nurse and the manager will then work together to
26 schedule a reasonable amount of paid time away from patient care,
27 consistent with patient care needs, for the nurse to complete the education or
28 evaluation. If after discussing the issues with the manager the nurse
29 continues to find it difficult to find adequate uninterrupted time away from
30 patient care duties to complete mandatory education or the nursing
31 evaluation, the nurse may escalate the concern through the chain of
32 command to ensure resolution, which may include uninterrupted time.

- 1 F. During each calendar year, the Medical Center will provide paid non-
2 mandatory educational leave as follows:
- 3 1. Sixteen (16) hours of paid educational leave for use by each full-time
4 nurse, and each part-time nurse, who worked at least 800 hours in the
5 preceding calendar year, to attend educational programs on or off the
6 Medical Center premises which are related to clinical nursing matters
7 where attendance would be of benefit to both the Medical Center and
8 the nurse.
9
- 10 2. Each Per Diem nurse who worked at least 800 hours in the preceding
11 calendar year may apply for a maximum of eight (8) hours of
12 educational leave under this paragraph. The Medical Center will
13 provide a quarterly report to Professional Nursing Care Committee or
14 equivalent committee showing the number of educational leave hours
15 used by registered nurses.
16
- 17 3. For any education time, the nurse will apply in advance to the
18 appropriate nursing manager or designee for approval prior to the
19 requested time. Approval of such requests will not be unreasonably
20 withheld.
21
- 22 4. At the time the leave is approved, the nurse and the manager will
23 agree on a format and/or process for the purpose of sharing the
24 contents of the educational program, upon return from the leave.
25
- 26 5. The Medical Center may grant more extended educational leave in
27 cases it deems appropriate.
28
- 29 6. A nurse may access educational leave in the calendar year of his/her
30 first anniversary date, but only after the anniversary date. Each
31 subsequent calendar year's educational leave shall be available for
32 use during such calendar year.

1 7. Educational leaves are subject to prior approval by the Medical
2 Center. Requests for educational leave and the Medical Center's
3 response will be in writing. If a request for educational leave is not
4 approved, the nurse may ask the Interdisciplinary Practice Council
5 (IPC) to review the request. The IPC will review the request and
6 forward its recommendation and explanation to the nurse manager in
7 charge of the nurse's unit. The nurse manager's decision will be final
8 and binding on all concerned.

10 8. Educational leave not used by nurses in the applicable year shall be
11 waived, except that if the reason for not using the educational leave in
12 the year is that it was not approved by the Medical Center, after
13 having been requested no later than one (1) month before the end of
14 such year, the waiver shall not become effective until three (3) months
15 following the end of such year.

17 9. Upon return from an educational leave, the nurse will, upon request by
18 the Medical Center, submit a report or make an oral presentation for
19 the purpose of sharing the contents of the educational program.

21 **ARTICLE 21 – INTERDISCIPLINARY PRACTICE COUNCIL**

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

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

1 b) to the most senior qualified Per Diem nurse applicant on the
2 unit;

3
4 c) to the most qualified applicant among all nurses employed at
5 the Medical Center and/or externally, regardless of seniority.

6
7 The information provided with such posting will include the unit,
8 FTE, and shift(s). A nurse who desires to fill such vacancy shall
9 submit an application and, if the nurse applies during such
10 seven (7) day period, shall be eligible.

11
12 2. The Medical Center will make a good faith effort to include at least one
13 (1) department nurse in the interview process for bargaining unit
14 positions to provide feedback on qualified candidates, provided such
15 participation does not result in overtime or other premium pay. The
16 ultimate decision-making authority resides with the manager.

17
18 C. Seniority Consideration.

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

32
33 2. For all other vacancies, qualified senior nurses will be given
34 preference within their areas of experience and qualifications.

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

3
4 4. To exercise seniority in any position, the senior nurse must have
5 completed his or her introductory period and not have received
6 corrective action in the preceding six (6) months.

7
8 D. Nurses moving to an FTE position from per diem status will be prohibited
9 from bidding on another position within six months unless there are no other
10 part time or full time internal applicants who have been at the Medical Center
11 for more than six (6) months.

12
13 E. Upon request from a nurse and if business needs allow, a Nurse manager
14 may increase or decrease the FTE status of the nurse, as long as the hours
15 are posted internally and are offered to the most qualified senior nurse in the
16 department and on the shift.

17
18 **ARTICLE 23 – REDUCTION IN FORCE**

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

22
23 B. For purposes of this article, "qualified" means that the nurse is able to be
24 precepted on site at the Medical Center within six weeks of assuming the
25 new role or position.

26
27 C. If the Medical Center determines that a reduction in force as defined in
28 Section A of this article is necessary, a minimum of 45 days' notice will be
29 given to the Association detailing purpose and scope of the reduction and the
30 likely impacted nursing unit or units, shifts, and positions. The Medical Center
31 will provide the Association with a list of open RN positions at the Medical
32 Center and, at the request of the Association, at any other Providence
33 facilities within Oregon. An "open position" is any position for which the
34 facility is still accepting applications.

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

9

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

25

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

33 1. The nurse or the nurses with the least seniority as defined in Article 22
34 among the nurses in the shift or shifts of the patient care unit or units

1 where such action occurs, will be displaced from his/her position
2 provided that the nurse or nurses who remain are qualified to perform
3 the work. The displaced nurse or nurses whose position is taken away
4 will become the displaced nurse or nurses for the purposes of the
5 following subsections and will then have the following options:
6

7 2. Any initially displaced nurse may, within seven (7) calendar days of his
8 or her notification of the layoff, choose to accept layoff with severance
9 pay in lieu of further layoff rights or options. Such severance pay will
10 be based on the severance policy applicable to non-represented
11 employees then in effect, except that the nurse will receive severance
12 payments equal to seventy-five percent (75%) of the severance wages
13 available to non-represented employees with the same number of
14 years of service as the nurse. In order to receive severance payments,
15 the nurse will be required to sign the Medical Center's standard
16 severance agreement that includes a release of all claims (including
17 the right to file any grievance relating to the nurse's selection for
18 layoff). Any nurse who chooses severance (including a nurse who
19 chooses severance and then refuses to sign the severance
20 agreement) forfeits any further rights under this Article. Severance is
21 not available to nurses who become displaced due to the application
22 of the "bumping rights" described below.
23

24 3. If he or she does not accept severance, the displaced nurse or nurses
25 will take the position of the least senior regular nurse in their same
26 patient care unit or units, regardless of shift, provided he or she is
27 qualified to perform the work of that position (the nurse or nurses
28 whose position is thus taken will become the displaced nurse or
29 nurses for the purposes of the following subsections); or
30

31 4. The displaced nurse or nurses will take the position of the least senior
32 regular nurse in any patient care unit to which the displaced nurse or
33 nurses are cross-trained, provided he or she is qualified to perform the
34 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

1 the displaced nurse to provide the Medical Center with any changes in
2 address, telephone number or other contact information. If the
3 displaced nurse fails to provide the Medical Center with such changes
4 and the Medical Center is unable to contact him or her with available
5 contact information, he or she forfeits any recall rights.

7 **ARTICLE 24 – LOW CENSUS**

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

- 11 1. Agency, Traveler, or ShareCare nurses.
- 12
- 13 2. Nurses whose work would be payable at overtime or incentive shift
14 premium.
- 15
- 16 3. **Nurses who volunteer, with the earliest request for time off given
17 preference.
- 18
- 19 4. Per diem nurses.
- 20
- 21 5. Remaining nurses in accordance with the unit's Low Census rotation
22 system. The system of Low Census rotation shall be written and
23 communicated by the manager, in consultation with the nurses on the
24 unit. Nurses on a unit may change the system of rotation by majority
25 vote, provided that the system is approved by the unit manager and is
26 in writing.
- 27

28 **Nurses who volunteer may be considered prior to the low census of
29 a Traveler who has already been low censused once per pay period.

30

31 B. Nurse's Status While on Low Census. A nurse may be placed by the Medical
32 Center in one of the following four (4) categories only once per shift:

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

- 1 2. Full Standby Shift. The nurse will be placed on standby for the full
2 shift, and if called into work, the standby provisions of this contract will
3 apply.
4
- 5 3. Partial Day Low Census. If a nurse is assigned to partial day Low
6 Census (with standby or without standby) and is scheduled to report to
7 work for any portion of a 12-hour shift, the nurse will be paid the
8 nurse's regular hourly rate for hours worked during such period. If a
9 nurse on standby is called into work, the standby provisions of this
10 contract will apply.
11
- 12 4. In lieu of standby, with the approval of the manager, a nurse may have
13 the option to take required Health Steam courses, attend cross
14 training orientation, participate in committee work, or any other unit
15 tasks as approved by the manager.
16
- 17 5. Nurses who are on standby and are subsequently called in are
18 expected to arrive within 30 minutes of the call, plus travel time.
19 Nurses in positions that are expected to be at work within 30 minutes
20 (based on job description/department) will be expected to adhere to
21 that requirement. A sleep room will be provided/ available on a first
22 come, first served basis.
23
- 24 C. Selection From Among Volunteers for Low Census. If two or more nurses
25 volunteer for Low Census at the same time, the Low Census shall be given
26 to the more senior nurse, though requests for voluntary Low Census that are
27 given in advance of the start of the shift shall be granted on a "first come, first
28 serve" basis. Notwithstanding this provision, nurses on a unit will be
29 permitted to develop a unit-specific process for selecting among volunteers
30 for Low Census that may differ from this provision and shall be considered to
31 replace this provision for the nurses on that unit. Any such unit-specific plan
32 will be in writing and must be approved by the unit manager.

1 D. Order of Call-In from Low Census. If additional hours of work become
2 available on the unit and shift after low census is assigned, nurses from the
3 unit and shift on low census with standby will be called in first in the reverse
4 order called off, unless already working on another unit. Any nurse who has
5 received 200 or more hours of low census (whether mandatory or voluntary,
6 paid or unpaid) in that calendar year may elect not to take low census as
7 long as there is another nurse on the same shift and unit who can be placed
8 on low census and who has not yet received 200 hours of low census in that
9 calendar year. However, in the event that the Medical Center determines that
10 it is necessary to assign mandatory low census and all the nurses on the
11 same shift and unit who can be placed on low census have received 200
12 hours or more of low census in that calendar year, mandatory low census
13 shall be assigned according to the current system of rotation on the unit,
14 except that nurses who have received low census in excess of 200 hours in
15 any calendar year may pick up any available incentive shifts prior to regular
16 or Per Diem nurses, on a first-come, first-serve basis until the end of that
17 calendar year.

18

19 **ARTICLE 25 – SEPARABILITY**

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

27

28 **ARTICLE 26 – MANAGEMENT RIGHTS**

29 The Association will recognize that the Medical Center has the obligation of serving
30 the public with the highest quality of medical care, efficiently and economically, and
31 of meeting medical emergencies. The Association agrees to cooperate with the
32 Medical Center to attain and maintain full efficiency and maximum patient care. The
33 Association further recognizes the right of the Medical Center to operate and
34 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 December 31, 2023, 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 December 31, 2023, or any December 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 December 31, 2023, or any December 30th thereafter that this Agreement is in effect.

1 D. This Agreement may be opened by mutual agreement of the parties at any
2 time.

3
4 **ARTICLE 28 – APPENDICES**

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

7
8 **ARTICLE 29 – TASK FORCE**

9 A. The Medical Center and the Association agree to create a task force for the
10 purpose of facilitating communication and fostering a model of cooperative
11 problem solving of workplace concerns, arising during the term of the current
12 agreement. In a joint effort to ensure optimal nursing care and maintain
13 professional standards, a task force shall be established to examine nursing
14 practice, staffing and payroll issues, status of outstanding grievances that are
15 not disciplinary, notices and updates regarding unit restructures, key nursing
16 initiatives (which could include Magnet or Pathways status, Releasing Time
17 to Care, Medicare Hospital Value Based Purchasing) and Medical Center
18 workplace process improvement projects. The task force will designate co-
19 chairs to prepare an agenda prior to each meeting. The parties will strive to
20 formulate the agenda one week prior to the meeting. If subsequent issues
21 arise, the affected party will inform the other as soon as possible. Minutes for
22 each meeting will be prepared and furnished to members of the task force
23 prior to the next meeting. Each co-chair will alternate months to chair the
24 meeting. Agendas will be developed jointly along with an annual calendar
25 scheduling routine outline updates (where possible). Agenda will include a
26 schedule of staffing committee meetings. Failure of the task force to agree on
27 a matter will not be grievable and will not be deemed to be a reopener of the
28 Agreement.

29
30 B. The Association shall appoint five (5) members and one (1) alternate to the
31 task force. Four (4) of whom the members and the alternate shall be
32 employed in different units of the by the Medical Center. The Labor
33 Representative will be one of the members. If an alternate is present during
34 decision making, they shall be recused from the decision.

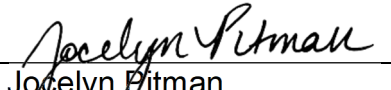
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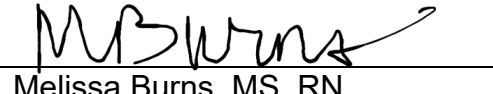
- C. The Medical Center shall appoint up to five (5) members and one (1) alternate to the task force, and two (2) of them shall be the Chief Nursing Executive and the Director of Human Resources, or such other persons as may be designated by the Administrator in their place(s). If an alternate is present during decision making, they shall be recused from the decision.
- 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. All nurse members and one (1) designated nurse alternate (when attending in place of a nurse member) shall be paid up to 90 minutes 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.


- 1 This Agreement may be opened by mutual agreement of the parties at any time.
- 2 IN WITNESS WHEREOF the parties have hereunto executed this Agreement
- 3 effective the December 18, 2020.

OREGON NURSES ASSOCIATION

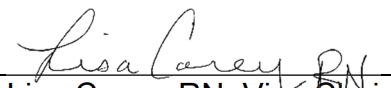
PROVIDENCE NEWBURG MEDICAL CENTER

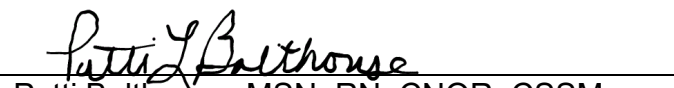

Jocelyn Pitman,
ONA Labor Representative

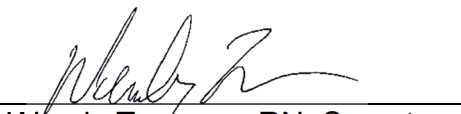

Melissa Burns, MS, RN
Chief Operating & Nursing Officer

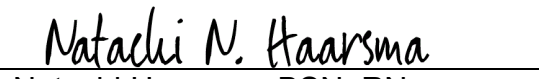

Brandi Osborne, RN, Chairperson


Marianna L. Sorensen
Human Resources Business Partner



Lisa Carey, RN, Vice Chair



Patti Bolthouse, MSN, RN, CNOR, CSSM
RN Manager of Clinical Operations – Surgical
Services &
Wound & Ostomy Care Clinic


Wendy Touzeau, RN, Secretary


Natachi Haarsma, BSN, RN
RN Manager of Clinical Operations –
Medical/Surgical/ICU


Theresa Muncy, RN,
Membership Chair


Xavier Champagne, MBA-HC, BSN, RN
RN Manager of Clinical Operations –
Emergency Services


Bev Martino, MHA, BSN, RNC
RN Manager of Clinical Operations –
Maternity Services

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 first full pay period following 01/01/2021 2.0% across the board increase. Step 7 to be added to the existing wage scale. Wage for Step 7 would be: Step 8 minus Step 6, divided by 2 and that amount added to Step 6.
- Effective upon the first full pay period following 01/01/2022 2.0% across the board increase.
- Effective upon the first full pay period following 01/01/2023 2% across the board increase.

STEP	1/1/2021	1/1/2022	1/1/2023
Start	\$40.12	\$40.92	\$41.74
1	\$42.80	\$43.66	\$44.53
2	\$44.04	\$44.92	\$45.82
3	\$45.55	\$46.46	\$47.39
4	\$47.45	\$48.40	\$49.37
5	\$49.47	\$50.46	\$51.47
6	\$49.79	\$50.78	\$51.80
7	\$50.08	\$51.08	\$52.10
8	\$50.36	\$51.37	\$52.40
9	\$50.64	\$51.66	\$52.69
10	\$50.94	\$51.96	\$53.00
12	\$51.76	\$52.80	\$53.85
13	\$52.17	\$53.22	\$54.28
15	\$53.00	\$54.06	\$55.14
16	\$53.43	\$54.50	\$55.59
18	\$54.28	\$55.37	\$56.48
20	\$55.69	\$56.81	\$57.94
21	\$56.24	\$57.37	\$58.52
22	\$56.52	\$57.65	\$58.80
25	\$57.91	\$59.06	\$60.25

B. 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)

1 during the immediately preceding five (5) years. A year of experience under
2 his section is at least 1872 hours of related work. The Medical Center may, in
3 its discretion, place a newly hired experienced nurse at a higher step rate of
4 pay.

5
6 Once a nurse is placed at a step, movement to the next step will be as
7 follows: (a) A nurse will be eligible for the next consecutive step (e.g. 1, 2, 3,
8 4, 5) after one (1) year at the immediately preceding step. (b) Nurses who
9 move into a “gap” step (e.g.: step 7, 11, 14) will remain at the current step
10 pay until they meet the next qualifying step.

11
12 C. Nurses’ compensation shall be computed on the basis of hours worked. A
13 nurse will ordinarily progress to the next year’s step rate of pay under Section
14 A above (for example, Step 2 to Step 3) on the latter of (1) the anniversary of
15 the nurse’s last such step placement or (2) upon completion of 700 hours
16 compensated at straight – time rates or above. Such anniversary date will be
17 extended by the length of any leave of absence, since the nurse’s last step
18 placement, of more than 30 days. For the purpose of this section, hours not
19 worked as a result of Low Census will be credited towards the nurses’ 700
20 hours requirement.

21
22 D. Charge Nurses shall be paid a differential of \$3.50 per hour in addition to
23 their applicable hourly rate of pay.

24
25 E. Relief Charge Nurses shall be paid for hours worked in such position a
26 differential of \$2.35 – per hour in addition to their applicable hourly rate of
27 pay. The Charge Nurse differential shall be paid exclusively for hours worked
28 and shall not be included in any other form of compensation or benefits.

1 F. Shift differentials.

2 1. Nurses are scheduled for shifts according to the following: Shift
3 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.

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

7
8 Evening shift. Effective on the latter of the date specified in Section
9 A.1 above or the initial date of the first full pay period beginning after
10 ratification of this Agreement; \$2.50 per hour.

11
12 Night shift. Effective on the latter of the date specified in Section A. 1
13 above or the initial date of the first full pay period beginning after
14 ratification of this Agreement; \$5.75 per hour.

15
16 3. A nurse who works daily overtime shall be paid shift differential, if any,
17 for such overtime hours, according to the nurse's scheduled shift for
18 that workday. However, if a nurse works two (2) or more hours of daily
19 overtime in a workday, the applicable shift differential for such daily
20 overtime hours shall be the higher of (a) the shift differential of the
21 nurse's scheduled shift or (b) the shift differential of the shift in which
22 the majority of such overtime hours are worked. For purposes of (b) in
23 the preceding sentence, the day shift is considered to be 7:00 a.m. to
24 3:00 p.m., the evening shift 3:00 p.m. to 11:00 p.m., and the night shift
25 11:00 p.m. to 7:00 a.m.

26
27 G. A per diem nurse will be paid a differential of \$5.00 per hour in lieu of
28 receiving PTO, EIT, and insurance benefits.

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

3
4 I. Weekend differential.

5 1. A weekend shift is defined as a shift whose scheduled beginning time
6 is within a 48-hour period commencing at 12:01 a.m. Saturday, or for
7 night shift employees, the beginning of the night shift closest thereto
8 (e.g. Friday night and Saturday night). For hours worked on a
9 weekend shift, the nurse will be paid a differential of \$1.25 per hour
10 worked.

11
12 J. Incentive Shift differential.

13 1. Non – contiguous shift. A regular nurse will be paid an incentive shift
14 differential of \$18.00 per hour (\$19.25 per hour on weekend shifts) for
15 all hours worked per week in excess of the number of the nurse's
16 regularly scheduled hours (including regularly scheduled weekend
17 hours) for the week when such excess hours result from the nurse's
18 working extra shift(s), when designated as an incentive shift by the
19 Medical Center.

20
21 Contiguous shift. If a nurse is working beyond the nurse's regularly
22 scheduled shift, incentive pay will be paid only for four (4) or more
23 hours worked beyond the scheduled shift. For the purposes of the
24 preceding sentences, regularly scheduled hours are actually hours
25 worked, regularly scheduled hours not worked because of the
26 application of Article 24, Low Census, and regularly scheduled hours
27 not worked because the Medical Center has required attendance at a
28 specific education program, or any hours compensated by the Medical
29 Center in connection with a family death, will be counted as regularly
30 scheduled hours worked for the pay period. Hours worked in
31 determining eligibility for this incentive shift differential will not include
32 paid hours not actually worked, hours worked as a result of trades or
33 of being called in to work while on standby. A nurse on prescheduled
34 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 24 in the week when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, when designated as an incentive shift by the Medical Center. For the purposes of the preceding sentence, regularly scheduled hours are 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 paid hours not actually worked as a result of trades or of being called in to work while on standby.

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

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

K. 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

- 1 will give preference to those nurses who have successfully completed a
- 2 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 four dollars and twenty-five cents (\$4.25) 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 (3) 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:

1 **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
ONC	Orthopaedic Nurse Certified	Orthopaedic Nurse Certification Board
<u>PCCN</u>	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation

2 **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)

3 **Critical Care**

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
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1 **Surgical Services (Short-Stay Unit, Medical Procedures Unit/Endoscopy,**

2 **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

3 **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

4 B. Educational Expense Reimbursement.

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

1 2. Additional Education Leave. nurses who have been approved and
2 receive payment for a Certification Differential, shall be eligible for 8
3 hours of paid education leave annually, in addition to those hours to
4 which the nurse might otherwise be entitled pursuant to Article 20,
5 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 2021:

Medical Benefit Design In Network

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Annual deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
Annual out-of-pocket maximum	\$3,300 per person \$6,600 per family	\$3,000 employee only \$6,000 if covering dependents
Preventive Care	No Charge	No Charge
Primary Care Provider visits (non-preventive)	\$20 copay	10% after deductible
Specialist Provider	Tier I network: 10% after deductible Tier II network: 20% after deductible	Tier I network: 10% after deductible Tier II network: 20% after deductible
Lab and x-ray	Tier I network: 10% after deductible Tier II network: 20% after deductible	Tier I network: 10% after deductible Tier II network: 20% after deductible
Alternative care (chiropractic, acupuncture)	Tier I, Tier II network: 20% after deductible Combined 12 visit limit per calendar year	Tier I, Tier II network: 20% after deductible Combined 12 visit limit per calendar year
Naturopathy	Tier I, Tier II network: 20% after deductible	Tier I, Tier II network: 20% after deductible
Outpatient Behavioral health care visits	No Charge	Tier I, Tier II network: No charge after deductible
Outpatient hospital/surgery facility fees (except hospice, rehab)	Tier I network: 10% after deductible Tier II network: 25% after deductible	Tier I network: 10% after deductible Tier II network: 25% after deductible
Inpatient hospital facility fees, including behavioral health	Tier I network: 10% after deductible Tier II network: 25% after deductible	Tier I network: 10% after deductible Tier II network: 25% after deductible
Hospital physician fees	Tier I network: 10% after deductible Tier II network: 20% after deductible	Tier I network: 10% after deductible Tier II network: 20% after deductible
Emergency room	\$250 copay (waived if admitted)	20% after deductible (waived if admitted)
Urgent Care	Tier I network: 10% after deductible Tier II network: 20% after deductible	Tier I network: 10% after deductible Tier II network: 20% after deductible
Maternity Pre-Natal as Preventive Care	No charge	No charge
Delivery, and Post-natal Provider Care	No charge	Tier I network: 10% after deductible Tier II network: 20% after deductible
Maternity Hospital Stay and Routine Nursery	Tier I network: 10% after deductible Tier II network: 25% after Deductible	Tier I network: 10% after deductible Tier II network: 25% after deductible

- 1 **Medical Premiums.** The following are the premium contribution for the nurses for
- 2 each pay period for a total of twenty-six (26) pay periods for the year.

Coverage level	HRA Medical Plan	HSA Medical Plan
Full-time	2021	2021
EE only	\$14.35	\$0.00
EE + Child(ren)	\$28.20	\$13.65
EE + Adult	\$38.30	\$22.85
EE + Family	\$52.75	\$36.55
Part-time	2021	2021
EE only	\$29.90	\$14.25
EE + Child(ren)	\$53.30	\$36.55
EE + Adult	\$68.90	\$51.50
EE + Family	\$92.20	\$73.75

1 **Prescription Drugs**

In-network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Tier I PSJH & Walgreens Retail Pharmacies (30-day supply)	Preventive: No Charge	Preventive: No Charge
	Generic: \$10 copay per Rx	Generic: 10% after deductible
	Formulary brand: 20% of cost after deductible (maximum \$150 per Rx)	Formulary brand: 20% of cost after deductible (maximum \$150 per Rx)
	Non-Formulary brand: 40% of cost after deductible (maximum \$150 per Rx)	Non-formulary brand: 40% of cost after deductible (maximum \$150 per Rx)
Tier II Network Retail Pharmacies: (30-day supply)	Preventive: No Charge	Preventive: No Charge
	Generic: \$10 copay per Rx	Generic: 10% after deductible
	Formulary brand: 30% of cost after deductible (maximum \$150 per Rx)	Non-formulary brand: 50% of cost after deductible (maximum \$150 per Rx)
	Non-Formulary brand: 50% of cost after deductible (maximum \$150 per Rx)	Non-formulary brand: 50% of cost after deductible (maximum \$150 per Rx)
Mail order (90-day supply)	3x retail copay	3x retail copay
Specialty (30-day supply) from Plan designated specialty pharmacy network providers	20% of cost after deductible (maximum \$150 per Rx)	20% of cost after deductible (maximum \$150 per Rx)

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

In– network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Maximum Earned health incentive Note: amounts are pro-rated for nurses hired mid-year	<ul style="list-style-type: none">• \$700 Individual• \$1,400 Family	<ul style="list-style-type: none">• \$700 Individual• \$1,400 Family

4 Any balance left in the Health Reimbursement Account (HRA) or the Health
5 Savings Account (HSA) that is unused at the end of the plan year may be
6 rolled over to the HRA or HSA account for the next plan year in accordance
7 with the terms of the accounts or any applicable/required laws. If the nurse
8 has been employed for at least five (5) consecutive years with the Medical
9 Center, he or she may use the unused money in the HRA deposited prior to
10 2016 upon termination of employment for purposes permitted by the plan.
11 Nurses who change to a non-benefits eligible status may also use the vested
12 balance in the HRA to pay for COBRA premiums. In 2016, HRA funds (those
13 associated with the HRA Medical Plan) will be available to cover eligible
14 Providence employee dental and vision plan expenses, and not just HRA
15 Medical Plan expenses. HRA funds deposited after Jan. 1, 2016, will no
16 longer be available for use once enrollment in the HRA medical plan has
17 ended.

- 18
19 B. Coordination of Benefits. The plan provisions relating to the coordination of
20 benefits will follow the provisions under the plan in 2018.

21

1 **Dental**

Delta Care USA DHMO (in-network only) where available				
Subject to a schedule of benefits; please see the DeltaCare USA Evidence of Coverage for details about this plan				
Plan Feature	Delta Dental PPO 1500		Delta Dental PPO 2000	
	PPO Dentist	Premier and Non-PPO Dentist	PPO Dentist	Premier and Non-PPO Dentist
Diagnostic and Preventative				
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space Maintainers & Resin Restoration	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.
Restorative				
Fillings, Stainless Steel Crowns, Oral Surgery (teeth removal) & Denture Insertion Treatment of pathological conditions & 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 cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy & apicoectomy	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Major				
Crowns, veneers or onlays, crown build ups, Post and core on endodontically treated teeth, Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance & Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500 per person	\$1500 per person	\$2,000 per person	\$2000 per person
Annual Deductible Per Person	\$50	\$50	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150
Orthodontia	Not covered		50% after \$50 lifetime deductible \$2,000 lifetime maximum	

- 1 **Dental Premiums** The following are the premium contribution for the nurses for
 2 each pay period for a total of twenty-six (26) pay periods for the year.

Level of Benefit	Delta Dental PPO 1500	Delta Dental PPO 2000	DeltaCare USA DHMO
Full Time	2021	2021	2021
Employee Only	\$0.00	\$3.76	\$0.00
Employee and child(ren)	\$5.11	\$12.00	\$4.60
Employee and Spouse/Partner	\$7.45	\$14.98	\$4.02
Employee and Family	\$12.74	\$23.21	\$8.88
Part Time	2021	2021	2021
Employee Only	\$4.96	\$8.72	\$2.69
Employee and child(ren)	\$12.50	\$19.39	\$8.83
Employee and Spouse/Partner	\$14.89	\$22.42	\$8.06
Employee and Family	\$22.30	\$32.77	\$14.52

- 3 *Employee is responsible for the premium cost for the Delta Dental PPO 2 plan that
 4 exceed the subsidy provided for the Delta Dental PPO 1500 plan.

1 **Vision**

In– network Plan Feature	Vision Service Plan
Eye Exam (every 12 months)	\$15. co-pay
Prescription Lenses (every 12 months)	
Single vision, lined bifocal and lined trifocal lenses	Covered in Full
Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti–reflective coating	Covered in Full
Polycarbonate lenses for dependent children	Covered in Full
Frame (every 24 Months	\$120 (or up to \$65 at Costco) and then 20% off any additional cost above \$120.
Contact Lens (every 12 months)	\$200 in lieu of prescription glasses

- 2 The \$200 allowance applies to the cost of your contacts and the contact lens exam
3 (fitting and evaluation) provided the nurse does not purchase glasses.
4 Vision Premiums. The following are the premium contribution for the nurses for
5 each pay period for a total of twenty-six (26) pay periods for the year.

Level of Benefit	
Full Time	Plan Year 2021
Employee Only	\$2.82
Employee and child(ren)	\$5.08
Employee and Spouse/Partner	\$5.65
Employee and Family	\$8.48
Part Time	Plan Year 2021
Employee Only	\$4.52
Employee and child(ren)	\$8.14
Employee and Spouse/Partner	\$9.04
Employee and Family	\$13.56

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 \$ increments each pay period. 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 in-network out-of-pocket maximum greater than \$6,900 for employee-only coverage and \$13,800 if covering dependents. The amount of the maximum may be adjusted annually, not to exceed the annually adjusted out-of-pocket limit under the Affordable Care Act or other measure as determined by the Plan in the event the Affordable Care Act is repealed during the term of the contract.

MOU – NEGOTIATING TEAM SCHEDULES

The parties commit to the importance of participation of nurses in contract negotiations. The members of the Association negotiating team will work with their managers to make good faith attempts to adjust their schedules to accommodate negotiations, including arranging for schedule trades. If they are unsuccessful, the parties will promptly discuss the issue to strive to mutually reach a solution to better ensure staff nurses are included in scheduled negotiations, consistent with patient safety.

HEALTH AND SAFETY – LETTER OF AGREEMENT

1 **HEALTH AND SAFETY – LETTER OF AGREEMENT**
2 The Employer agrees to make reasonable provisions for the safety and health of
3 nurses during the hours of their employment, to promptly review unsafe conditions
4 brought to its attention, and to take whatever corrective action it determines to be
5 necessary. The nurses acknowledge their responsibility to familiarize themselves
6 with and to observe all safety procedures and policies established by the Employer.
7 The Employer, the Union and the nurses recognize their obligations and/or rights
8 under Federal and State laws with respect to safety and health. In the event a nurse
9 believes an unsafe environmental condition exists, the nurse shall immediately bring
10 the situation to the attention of her/his supervisor. The nurse may report the
11 condition in writing to the Chief Nursing Officer (CNO), and the Employer will take
12 whatever action it deems necessary to resolve the situation.

LETTER OF UNDERSTANDING – MIKE OLBERDING EDUCATION FUND

Nurses are eligible to participate in the Mike Olberding Fund, subject to the eligibility and other requirements of that Fund. In the event that the Mike Olberding Fund ceases to be available to Nurses, Article 20 may be reopened for discussion. But in the event that Article 20 is opened, all other provisions of the CBA, including Article 18, will remain in full force and effect.

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

2 The parties recognize that the Health Care Industry is now undergoing an
3 unprecedented level of change, due in part to the passage and implementation of
4 the Affordable Care Act. One possible effect of that change is that employers
5 throughout the industry are considering how best to restructure their care delivery
6 models to best provide affordable health care to their patients and communities.

7 This may include the moving or consolidation of health care units from one
8 employer to another, including to this Medical Center. In an effort to minimize
9 disruption to the delivery of patient care and to ease the way of groups of new
10 nurses who may be joining the Medical Center, the parties agree as follows:

11 A. A health care unit restructure is defined as the moving or consolidation of an
12 existing health care unit or units.

13
14 B. In the event of a health care unit restructure, the Medical Center will, if
15 possible, give the Association 30 days' notice to allow adequate time to
16 discuss concerns and transition plans and bargain over any items not
17 addressed in this Letter of Agreement or in the parties' collective bargaining
18 agreement. If the Medical Center cannot, in good faith, give 30 days' notice,
19 it will give the Association as much notice as is practicable.

20
21 C. The Medical Center will determine the number of positions that the
22 restructured health care unit or units will have.

23
24 D. In the event of a health care unit restructure, the nurses joining the Medical
25 Center from the other employer will have their seniority calculated in
26 accordance with Article 22. To the extent that such nurses do not have a
27 record of hours worked, the parties will meet to agree upon a system to
28 calculate the nurses' seniority based on the other employer's existing
29 seniority system (if any), an estimate of hours worked, or on the nurses'
30 years worked for the other employer. The Association may revoke this
31 Paragraph (D) regarding seniority if the other employer does not offer a
32 similar agreement or policy with regard to health care unit restructuring with
33 regard to giving

1 Medical Center nurses, hired by the other employer in the event of a health
2 care unit restructure, reciprocal seniority.
3

4 E. If new positions result from the restructure, nurses from the unit or units
5 affected by the restructure will be given the first opportunity to apply for those
6 newly created positions. The job bidding and posting processes for such
7 position will be worked out by the Association and the Medical Center but will
8 generally adhere to the seniority and job posting provisions of Article 22 —
9 Seniority. Any positions not filled by nurses from within that unit will then be
10 posted and offered to other Medical Center nurses consistent with Article 22.
11

12 F. If as a result of a health care unit restructure there are any position
13 reductions or eliminations at the Medical Center, those will be handled
14 according to Article 23 — Reduction in Force.
15

16 G. The newly restructured unit or units at the Medical Center will comply with all
17 other provisions of the contract including Articles 8 and 9.
18

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

1 I. This Agreement will only be binding for Providence nurses with a different
2
3 Providence employer when a similar agreement with regard to health care
4 unit restructuring exists between the Association and the other Providence
5 employer.

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

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

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

18
19 In any case where there are more qualified applicant nurses from other Providence
20 employers than there are open positions at the Medical Center, the Medical Center
21 will select the nurse with the earliest Providence hire date, unless another nurse is
22 substantially better qualified.

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

- 1 **MEMORANDUM OF UNDERSTANDING – CHARGE NURSES**
- 2 The Medical Center will not challenge the status of nurses holding positions
- 3 currently called Charge Nurses as bargaining unit nurses based on the National
- 4 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.

1 **MEMORANDUM OF UNDERSTANDING – BSN**

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

6
7 The Hospital will continue to encourage represented employees to pursue a BSN
8 and, in this spirit, we offer opportunity for financial support for attainment of the
9 degree. In addition, we identify the degree as a “preferred” credential in our job
10 postings. The degree may be considered a requirement in the future.

LETTER OF UNDERSTANDING – MDO Bank

Nurses will be provided with the opportunity to earn hours to use in place of taking a low census.

Provided the Nurse has worked their full weekly FTE (including MDO hours but not to include LOA, paid time off or other non-worked hours), hours may be earned on the following basis:

- One (1) hour for every three (3) hours of the following, with manager pre-approval:
 - Committee Participation
 - Elective in-service education
 - Other opportunities as identified by the manager
- One (1) hour for every two (2) hours worked as:
 - Helping Hands
 - Hours worked on additional Shifts
 - Constant observers

If the nurse has accrued these 'banked' hours and the rotation calls for the nurse to take a low census shift, she/he may choose to apply the banked hours to avoid taking the equivalent low census time, on an hour-for-hour basis. This is the only situation in which the banked hours can be accessed.

If using the banked hours to work during the low census time, the nurse will be assigned work such as performing chart audits, special projects, working in another department (for which she/he is qualified), cross training to another nursing department, or other assigned duties within her/his scope of practice and abilities. The nurse will not displace another regularly scheduled nurse. Such work will not be eligible for incentive pay, since it will be part of the nurse's normal work time.

If the nurse chooses not to use banked hours to work during the low census time, the banked hours will remain in the nurse's bank for future use and the low census provisions will apply.

1 A maximum number of 200 hours may be accrued in a nurse's 'bank' at any
2 one time, and these hours may not be transferred to other individuals. The
3 banked hours will not be paid out at the time of termination of employment. If
4 a nurse has a bank of hours that exceeds the amounts listed in this
5 paragraph on the respective date(s) for such caps, the nurse will retain the
6 hours in the bank, but will accrue no further hours until the nurse's bank has
7 dropped below the maximum.

LETTER OF UNDERSTANDING – RESOURCE NURSES

Providence Newberg Medical Center (PNMC) recognizes the value of Resource Nurses to assist with patient care activities and to support nurses with the provision of safe and high-quality care. Resource Nurses will also assist with the provision of meal and break relief coverage, support staffing needs due to changing patient conditions and fluctuations in patient volumes and help limit diversion or delays in patient care and admission/transfer/discharge. The Resource Nurse will not be the initial solution for day-to-day staffing needs.

The Medical Center intends to post and fill at least one (1) Resource Nurse position. The parties agree to partner at Task Force to discuss Resource Nurses and their support of patient care and meal and rest period coverage at the Medical Center. This discussion will include prioritization of units for which a Resource Nurse may be beneficial, and the possibility of creating alternative shifts or assignments for Resource Nurses. The intent of the plan design is to not create additional overtime, differentials or other incentive pay. This plan should reflect support for patient care in the areas in which the Resource Nurse is deemed clinically competent. Such a plan design will have specific goals created and will then be implemented on a trial basis with specific timeline for review against the established goals. The PNMC/ONA Task Force will evaluate success and recommend future steps to the CNO.

With the addition of Resource Nurses to PNMC, management anticipates nurses should receive the extra peer support enhancing patient care and supporting meal and rest periods.

The above referenced position will be posted within ninety (90) days of the initial Task Force discussion.

LETTER OF UNDERSTANDING – PTO HOURS

A. Increase PTO Hours in certain service bands, as follows:

- **For nurses with a 0.9 FTE at Step* 9:** Any 0.9 FTE nurse whose years of service is between 9 to 10 years as of Feb. 28, 2021 and/or Feb. 27, 2022 will receive additional paid time off hours equal to 28 hours. The additional PTO hours will be added to the eligible nurse's PTO bank by the end of March in 2021 and/or 2022. In the event that the nurse's PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings.
- **For nurses with a 1.0 FTE and prorated by FTE for nurses other than 0.9 FTE at Step 9:** Any 1.0 FTE nurse whose years of service is between 9 to 10 years as of Feb. 28, 2021 and/or Feb. 27, 2022 will receive additional paid time off hours equal to 32 hours. The additional PTO hours will be added to the nurse's PTO bank by the end of March in 2021 and/or 2022. In the event that the nurse's PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings. Nurses whose FTE is less than 1.0 FTE (other than those with a 0.9 FTE) will be prorated based on this schedule. As an example, a 0.6 FTE nurse whose years of service is between 9 to 10 years as of Feb. 28, 2021 and/or Feb. 27, 2022 will receive 19.2 additional PTO hours by the end of March 2021 and/or 2022.
- **For nurses with a 0.9 FTE at Step 4:** Any 0.9 FTE nurse whose years of service is between 4 to 5 years or between 10 to 15 years as of Feb. 28, 2021 and/or Feb. 27, 2022 will receive additional paid time off hours equal to 6 hours. The additional PTO hours will be added to the nurse's PTO bank by the end of March in 2021 and/or 2022. In the event that the nurse's PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings.
- **For nurses with a 0.9 FTE at Steps 10-14:** Any 0.9 FTE nurse whose years of service is between 10 to 15 years as of Feb. 28, 2021 and/or Feb. 27, 2022 will receive additional paid time off hours equal

1 to 8 hours. The additional PTO hours will be added to the nurse's PTO
2 bank by the end of January in 2021 and/or 2022. In the event that the
3 nurse's PTO accruals are at the maximum limit, the additional hours
4 will be paid as taxable earnings.

- 5
6 • **For nurses with a 1.0 FTE and prorated by FTE for nurses other**
7 **than 0.9 FTE at Step 4 and Steps 10-14:** Any 1.0 FTE nurse whose
8 years of service is between 4 to 5 years or 10 to 15 years as of Feb.
9 28, 2021 and/or Feb. 27, 2022 will receive additional paid time off
10 hours equal to 8 hours. The additional PTO hours will be added to the
11 nurse's PTO bank by the end of March in 2021 and/or 2022. In the
12 event that the nurse's PTO accruals are at the maximum limit, the
13 additional hours will be paid as taxable earnings. Nurses whose FTE
14 is less than 1.0 FTE (other than those with a 0.9 FTE) will be prorated
15 based on this schedule. As an example, a 0.6 FTE nurse whose years
16 of service is between 4 to 5 years or 10 to 15 years as of Feb. 28,
17 2021 and/or Feb. 27, 2022 will receive 4.8 additional PTO hours by
18 the end of March 2021 and/or 2022.

19
20 *The "Steps" are related to years of service steps, not wage steps.

1 **LETTER OF AGREEMENT – SEXUAL ASSAULT NURSE**

2 **EXAMINER (SANE) PROGRAM**

3 Providence Newberg Medical Center ("the Medical Center") and Oregon Nurses
4 Association ("ONA") have met and discussed the Sexual Assault Nurse
5 Examiner (SANE) compensation at the Medical Center. This agreement will be
6 incorporated into the Collective Bargaining Agreement when next negotiated.

7
8 Except as set forth or modified below, all other provisions of the collective
9 bargaining agreement will apply:

10
11 SANE nurses work in this role on a voluntary basis.

12
13 SANE nurses are called to work on cases at various Providence medical
14 facilities in the region: Providence Milwaukie Hospital, Providence Newberg
15 Medical Center, Providence Portland Medical Center, Providence St. Vincent
16 Medical Center Providence, and Providence Willamette Falls Medical Center.
17 Other than specific modifications set forth herein, SANE nurses are paid
18 according to their home facility's collective bargaining agreement, regardless of
19 location of work performed.

20
21 **Compensation:**

22 SANE Exams: SANE nurses that are contacted by the Medical Center for a
23 SANE case will be paid at the call-back rate (time and ½ their hourly rate) plus
24 incentive pay of \$18.00 per hour for hours worked on weekdays; \$19.25 on
25 weekends and will be paid 12 hours of on-call/ standby pay compensation (or
26 more should the shift worked be in excess of 12 hours), in addition to being
27 subject to the 3 hour call back pay provision of Appendix B Section A of the
28 Collective Bargaining Agreement. SANE certified nurses will be eligible for
29 certification pay in Appendix C– Certification regardless of primary department.

30
31 Standby/Call: SANE nurses will be paid the on call/standby rate of pay for call
32 shifts of \$4.25/hr. or as otherwise later defined by the ONA/PNMC contract.
33 Appendix B.

Shift Differentials: SANE nurses will be paid shift differentials according to Appendix A, Section F- Majority of hours worked between 3 pm and 11 pm– \$2.50 per hour. Majority of hours worked between 11 pm and 7 am– \$5.75 per hour, or as later defined by the ONA/ PNMC contract.

Travel:

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

Mileage Chart from PNMC – Round Trip:

Milwaukie	63 miles
Portland	54 miles
St. Vincent	38 miles
Willamette Falls	47 miles

Court Appearances: Overtime rate of time and ½ hourly rate

Training: Regular rate of RN's primary position

Retroactive Pay: Retroactive pay for SANE RNs at the agreed upon SANE exam rate for independent evaluations and preceptored cases (not applicable to other training or class time) on or after December 14, 2018.

Trial Preparation: Regular rate of RN's primary position not to exceed 2 hours without SANE program nurse manager approval.

Description of SANE Responsibilities:

- Obtain training and education consistent with the Oregon Attorney General Sexual Assault Task Force guidelines, with certification within one year of didactic training.

- 1 • Collaborate with a multidisciplinary team to collect medical forensic
2 evidence in accordance with the OR-SATF guidelines for SAFE kit
3 collection and SANE exam policies and procedures.
- 4 • Demonstrate compassion and caring to all patients, family
5 members, visitors and community partners.
- 6 • Document all findings and interventions performed in a
7 professional and thorough manner, in compliance with all
8 required components of the standard of care for sexual assault
9 patients.
- 10 • Provide evidence-based, trauma-informed care and consultation
11 as the on-call specialist for Providence in the area of sexual
12 assault.
- 13 • Maintain chain of evidence.
- 14 • Complete SAVE fund application with patient and seal medical
15 records.

16

17 **Commitment:**

- 18 • All work including work on an overtime basis is voluntary and has
19 been agreed upon by the RN
- 20 • A cumulative total of 24-hours in call shifts in a scheduling
21 period (shifts of 8 or 12 hours in duration as determined by
22 management).
- 23 • Response time target is one hour to the unit from dispatch.
24 Expectation that dispatch site is made aware of estimated arrival
25 time and potential traffic delays.
- 26 • Availability for one recognized holiday a year.
- 27 • Availability for 1 weekend shift per scheduling period, as needed.
- 28 • Attend staff meetings and in-services as needed throughout the
29 year.
- 30 • Maintain current SANE certification.
- 31 • Attend ongoing education and training opportunities.

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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 December 18, 2020- December 31, 2023

Signature:

Today's Date:

Your Mailing

Address:

Home Phone:

Work Phone:

Email:

Unit:

Shift:
