

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

**JANUARY 1, 2019**  
**through**  
**DECEMBER 31, 2022**



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1 **AGREEMENT**

2 THIS AGREEMENT made and entered into by and between PROVIDENCE  
3 PORTLAND MEDICAL CENTER, 4805 N.E. Glisan Street, Portland, Oregon,  
4 hereinafter referred to as “the Medical Center,” and OREGON NURSES  
5 ASSOCIATION, hereinafter referred to as “the Association.”  
6

7 **WITNESSETH**

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

15 For and in consideration of the mutual covenants and undertakings herein contained,  
16 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 all registered professional nurses  
22 employed by the Medical Center as staff nurses, charge nurses and relief charge  
23 nurses in the Departments of Nursing, Mental Health, Emergency, Surgery, IV Therapy,  
24 Blood Bank, Cardiovascular Laboratory Radiation Oncology, Care Management and  
25 Family Maternity Center, or their successor departments, excluding Sisters of  
26 Providence, administrative and supervisory personnel, and all other employees.  
27

28 **ARTICLE 2 – DEFINITIONS**

29 A. Definitions:

30 1. Nurse - Registered nurse currently licensed to practice professional  
31 nursing in Oregon.  
32

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

- 1           3.    Charge Nurse – A nurse who assists the nurse manager in the  
2                   administration of an organized nursing unit.  
3
- 4           4.    Nurse Manager - Responsible for administration of an organized nursing  
5                   unit, including providing patient care.  
6
- 7           5.    Relief Charge Nurse – A staff nurse who relieves the charge nurse in  
8                   accordance with the assignment of such work by the Medical Center. The  
9                   Medical Center will work to identify nurses who are willing to voluntarily  
10                  assume the role of relief charge nurse on an on-going basis. The parties  
11                  acknowledge, however, that there may be unusual and infrequent  
12                  situations when the Medical Center will assign such duties.  
13
- 14          6.    Resident – Registered nurse who has completed a pre-licensure nursing  
15                  program and is newly licensed (twelve [12] months or less).  
16
- 17          7.    Fellow – Registered nurse with twelve (12) months of nursing experience  
18                  but new to specialty of hire.  
19
- 20          8.    Organized Nursing Unit - As designated by the Medical Center, shall have  
21                  a nurse manager, charge nurse or relief charge nurse on each shift.  
22
- 23          9.    Cluster – A group of organized nursing units that typically share similar  
24                  patient condition(s) and acuity.  
25
- 26          10.   Regular Nurse - A part-time or full-time nurse.  
27
- 28          11.   Part-time Nurse - Any nurse who is regularly scheduled to work forty (40)  
29                  or more hours per pay period, but less than seventy-two (72) hours per  
30                  pay period (a 0.5 to 0.89 FTE).  
31
- 32          12.   Full-time Nurse - Any nurse who is regularly scheduled to work at least  
33                  seventy-two (72) hours per pay period (a 0.90 or higher FTE).

1           13.   Per Diem Nurse - Any nurse (a) who is scheduled to work fewer than  
2                   twenty four (24) hours per week or (b) who is not regularly scheduled to  
3                   work or (c) who is employed on a temporary basis not to exceed ninety  
4                   (90) calendar days, or one hundred eighty (180) calendar days where  
5                   replacing a nurse on an approved leave of absence. In order to remain  
6                   per diem, other than for those nurses described by (d) in the preceding  
7                   sentence, the per diem scheduling obligations under Article 9, Scheduling  
8                   will apply:

9  
10           14.   The Medical Center may initiate the reclassification of a part-time nurse  
11                   with an FTE of less than 0.9 to a higher FTE status when the following  
12                   circumstances apply, unless a mutually agreeable exception is made for  
13                   patient care or staffing needs:

14                   (a)   for a 0.7 FTE or less, if the nurse has worked three (3) extra shifts  
15                           in the same job, shift and unit, in each of the six (6) consecutive  
16                           schedule periods immediately preceding the schedule period in  
17                           which the reclassification is made; or

18  
19                   (b)   for a 0.7 FTE or greater, if the nurse has worked six (6) extra shifts  
20                           in the same job, shift and unit, in each of the six (6) consecutive  
21                           schedule periods immediately preceding the schedule period in  
22                           which the reclassification is made.

23  
24                   In either of these circumstances, the reclassification to full-time status will  
25                   occur in the following posted schedule period, and the new FTE will not be  
26                   subject to posting as a vacancy.

### 27 28                                   **ARTICLE 3 – MEMBERSHIP**

29   A.   ONA Membership:

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

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

6  
7           3.     During departmental nursing orientation of newly hired nurses, if any, the  
8                 Medical Center will, on request of the Association, provide up to thirty (30)  
9                 minutes for a bargaining unit nurse designated by the Association to  
10                discuss Association membership and contract administration matters. The  
11                Medical Center will notify the Association or its designee of the date and  
12                time of this orientation, at least two (2) weeks in advance. During the first  
13                thirty (30) days of the newly hired nurse's employment, a bargaining unit  
14                nurse designated by the Association may arrange with the newly hired  
15                nurse for fifteen (15) minutes to discuss Association membership and  
16                contract administration matters. In either situation, if the designated nurse  
17                has been released from work for this orientation, the time will be  
18                compensated as if worked. A newly hired nurse involved in this  
19                orientation will be released from otherwise scheduled work, and will be  
20                paid for this released time.

21  
22    B.     Membership and Financial Obligations.

23           1.     The following applies to any nurse hired before December 14, 2009  
24                 ("Effective Date"): Membership in the Oregon Nurses Association shall be  
25                 encouraged, although it shall not be required as a condition of  
26                 employment. Notwithstanding the prior sentence, if a nurse hired before  
27                 December 14, 2009, voluntarily joins the Association or has voluntarily  
28                 joined the Association as of December 14, 2009, the nurse must thereafter  
29                 maintain such membership, as an ongoing condition of employment, or  
30                 exercise one of the two options listed in 2.(a)ii or 2.(a)iii below.

31  
32           2.     The following provisions apply to any nurse hired after December 14,  
33                 2009:

- 1 a) By the thirty-first (31<sup>st</sup>) calendar day following the day that the nurse  
2 begins working, each nurse must do one of the following, as a  
3 condition of employment:
- 4 i. Become and remain a member in good standing of the  
5 Association and pay membership dues (Association member);  
6 or  
7
- 8 ii. Pay the Association a representation fee established by the  
9 Association in accordance with the law; or  
10
- 11 iii. Exercise his/her right to object on religious grounds. Any  
12 employee who is a member of, and adheres to established  
13 and traditional tenets or teachings of a bona fide religion,  
14 body, or sect, that holds conscientious objections to joining or  
15 financially supporting labor organizations, will, in lieu of dues  
16 and fees, pay sums equal to such dues and/or fees to a non-  
17 religious charitable fund. These religious objections and  
18 decisions as to which fund will be used must be documented  
19 and declared in writing to the Association and the Medical  
20 Center. Such payments must be made to the charity within  
21 fifteen (15) calendar days of the time that dues would have  
22 been paid.  
23
- 24 b) The Medical Center will provide a copy of the collective bargaining  
25 agreement to newly hired nurses, along with including a form  
26 provided by the Association that confirms the provisions in B.2.(a)  
27 above. The nurse will be asked to sign upon receipt and return the  
28 signed form directly to the Association. The Medical Center will  
29 work in good faith to develop a procedure to retain copies of such  
30 signed forms.  
31
- 32 c) A nurse should notify the Association's Membership Coordinator, in  
33 writing, of a desire to change his or her status under the provisions  
34 of B.2. (a) above by mail, to the business address for the  
35 Association.

1           d)     The Association will provide the Medical Center with copies of at  
2                 least two (2) notices sent to a nurse who has not met the  
3                 obligations to which he/she is subject, pursuant to this Article. The  
4                 Association may request that the Medical Center terminate the  
5                 employment of a nurse who does not meet the obligations to which  
6                 he/she is subject, pursuant to this Article. After such a request is  
7                 made, the Medical Center will terminate the nurse's employment no  
8                 later than fourteen (14) days after receiving the written request from  
9                 the Association. The Medical Center will have no obligation to pay  
10                severance or any other notice pay related to such termination of  
11                employment.

12  
13        3.     The following provisions apply to all nurses.

14           a)     Dues Deduction. The Medical Center shall deduct the amount of  
15                 Association dues, as specified in writing by the Association, from  
16                 the wages of all employees covered by this Agreement who  
17                 voluntarily agree to such deductions and who submit an  
18                 appropriately written authorization to the Medical Center. The  
19                 deductions will be made every pay period. Changes in amounts to  
20                 be deducted from a nurse's wages will be made on the basis of  
21                 specific written confirmation by the Association received not less  
22                 than one month before the deduction. Deductions made in  
23                 accordance with this section will be remitted by the Medical Center  
24                 to the Association monthly, with a list showing the names and  
25                 amounts regarding the nurses for whom the deductions have been  
26                 made.

27  
28        4.     The Association will indemnify and save the Medical Center harmless  
29                 against any and all third party claims, demands, suits, and other forms of  
30                 liability that may arise out of, or by reason of action taken by the Medical  
31                 Center in connection with, this Article.

32  
33        5.     The parties will work together to reach a mutual agreement on the  
34                 information to be provided to the Association, to track the provisions in this  
35                 Article.

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

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

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

#### **ARTICLE 5 – PAID TIME OFF**

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

B-1. Accrual: Effective through the final pay period in 2019 regular nurses will accrue PTO as follows:

1. From the nurse's most recent date of hire

| Years of Service | Accrual per Hour* | Accrual per Year** |
|------------------|-------------------|--------------------|
| 0 – 3.99         | 0.0924 hours      | 192 hours          |
| 4 – 8.99         | 0.1116 hours      | 232 hours          |
| 9+               | 0.1308 hours      | 272 hours          |

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

\*\*Based on a full-time nurse (1.0)

2. For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a twelve-hour shift, or four (4) days each week, with each workday consisting of a nine-hour shift:

| Years of Service | Accrual per Hour* | Accrual per year** |
|------------------|-------------------|--------------------|
| 0 – 3.99         | 0.0963 hours      | 180 hours          |
| 4 – 8.99         | 0.1155 hours      | 216 hours          |
| 9+               | 0.1347 hours      | 252 hours          |

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

\*\*Based on a full-time nurse zero point nine (0.9)

3. 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.

B-2. Accrual: Effective with the pay period beginning January 5, 2020, regular nurses with a full-time equivalent (FTE) status of at least 0.5, will accrue PTO as 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   | 0.1078 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          |

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

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

Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1½) times the applicable annual accrual set forth above, which is not prorated for nurses whose FTE status is less than 1.0.

B-3. Accrual: Effective with the pay period beginning January 5, 2020, 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 twelve- (12-) hour shift, or four (4) days each week, with each workday consisting of a nine- (9-) hour shift, will accrue PTO as follows:

| Years of Service         | Accrual per Hour<br>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 (1½) 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; and 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, certification, clinical ladder, and charge nurse differentials provided under Appendix A, at the time of use. PTO pay is paid on regular paydays after the PTO is used.

E. Scheduling:

1. In scheduling PTO, the Medical Center will provide a method for each eligible nurse to submit requests for specific PTO.
2. The number of persons who may be on pre-scheduled PTO at one time (or per shift, where possible) will be defined at the unit or cluster level annually by the unit's nursing manager in the first week of December of each year. In the event a unit subsequently undergoes a significant staffing increase or a decrease, the unit manager may adjust the number

of nurses who may be on pre-scheduled PTO at one time, consistent with the staffing change, no later than the first week of May each year.

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

| For time off during this period ("PTO Scheduling Period"): | Requests must be submitted between: | Written decision will be provided by: |
|--|-------------------------------------|---------------------------------------|
| Dec 19, Jan 20, Feb 20, Mar 20, Apr 20*                    | August 2019 – August 31, 2019       | September 30, 2019                    |
| May, June, July and August                                 | January 1 – January 31              | February 28                           |
| September, October, November and December                  | May 1 – May 31                      | June 30                               |
| January, February, March, April                            | September 1 – September 30          | October 31                            |

\*In order to transition from two (2) scheduling periods per year to three (3) scheduling periods per year, the first scheduling period will consist of five (5) months. After the transition, all PTO scheduling period will be four (4) months in length.

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

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

5. For requests submitted after of the PTO Scheduling Period, preference will be in order of the Medical Center's receipt of the written requests for

nurses within the unit. All requests will be approved or denied within three (3) weeks of the date the request is submitted.

6. For single day PTO requests, the nurse may request, at the time of submission, that the schedule be adjusted to avoid the use of PTO. The Medical Center will make a good faith effort to adjust the nurse's schedule so that the nurse is not required to use PTO.
7. Notwithstanding the prior provisions of subsections 4 and 5 above, the Medical Center will attempt to rotate holiday work.
8. PTO requests that cross over the PTO scheduling periods will be honored in accordance with subsections 4 and 5 of this section with the understanding that if the PTO request is approved for the latter part of the scheduling period, then approval will automatically extend to the beginning of the next scheduling period.
9. Float nurses within a given cluster are deemed a "unit" for purposes of scheduling PTO.
10. Once PTO has been approved, the Medical Center will not require a nurse to replace himself or herself on the schedule. Once a vacation request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. Vacation requests shall not be converted to requests for unpaid time off absent Medical Center approval, and nurses are expected to have enough accrued PTO available at the point the PTO is to be used. The Medical Center may deny a PTO request if a nurse has demonstrated a pattern of not having enough accrued PTO available to cover the nurse's request, unless the nurse has accrued less PTO than expected due to an approved leave of absence, or mandatory low census.
11. Once the PTO has been approved, the PTO utilization schedule will be posted in a manner that is accessible for nurses to view.

1           12.    In the event nurses on a particular unit or units have concerns about a  
2                    pattern of denial of PTO or a specific situation involving denial of PTO,  
3                    nurses are encouraged to discuss the issue with the unit manager or  
4                    director, and if the concern has not been resolved, representatives of the  
5                    Association may raise it with the Nursing Task Force.

6  
7           13.    The nurses on a unit or department may develop an alternative method of  
8                    PTO scheduling, such as “prime time” scheduling. Any alternative method  
9                    will only be adopted following first manager approval and then a majority  
10                  vote of the staff nurses on the unit or department.

11  
12   F. Use:

13           1.    Accrued PTO may be used once accrued and available in the nurses PTO  
14                  bank.

15  
16           2.    PTO will be used for any absence of a quarter hour or more, except that  
17                  the nurse may choose to use or not to use PTO for time off:

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

26  
27               (b)   For leaves of absence under applicable family and medical leave  
28                      laws when the nurse’s accrued PTO account is at forty (40) hours  
29                      or less;

30  
31               (c)   When a nurse is assigned to a paid eight-hour in-service in the  
32                      Medical Center instead of a regularly scheduled nine, ten, or  
33                      twelve-hour shift and the nurse is not assigned to work the  
34                      remaining hours of the regularly scheduled shift; or

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

5  
6 (e) Under (c) and (d) above, the nurse will make herself/himself  
7 available for assignment to work the remaining hours of the  
8 regularly scheduled shift.

9  
10 (f) When a nurse is being paid standby pay according to Appendix B  
11 of this contract.

12  
13 (g) When a nurse on the night shift is working fewer hours than his or  
14 her regular shift due to Daylight Saving Time.

15  
16 3. PTO may be used in addition to receiving workers' compensation benefits  
17 if EIT is not available, up to a combined total of PTO, EIT (if any), and  
18 workers' compensation benefits that does not exceed two-thirds (2/3) of  
19 the nurse's straight-time pay for the missed hours. Effective January 5,  
20 2020, nurses can choose to have available PTO hours used to  
21 supplement workers' compensation benefits to one hundred (100) percent  
22 of pay while out on an approved leave.

23  
24 4. Effective January 5, 2020, available PTO hours can also be used to  
25 supplement short-term disability and paid parental leave benefits to one  
26 hundred (100) percent of pay for the life of the claim or until PTO is  
27 exhausted.

28  
29 5. PTO may not be used when the nurse is eligible for the Medical Center  
30 compensation in connection with a family death, jury duty, witness  
31 appearance, or EIT.

32  
33 G. Change in Status: A nurse's unused PTO account will be paid to the nurse in the  
34 following circumstances:

1. Upon termination of employment, in cases of resignation, if the nurse has also provided the required two (2) weeks' notice (per Article 12.E) of intended resignation.
2. Upon changing from a benefits-eligible (FTE status of 0.5 to 1.0) to non-benefits-eligible status (FTE less than 0.5).

## **ARTICLE 6 – HOLIDAYS**

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

1. When a nurse is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the nurse, with the manager's approval, works (or if the nurse requests but is not assigned to work) a substitute day in the same workweek, the nurse is not required to use PTO for the holiday.
2. If a nurse works on an observed holiday, the nurse will be paid one and one-half (1 ½) times the nurse's straight-time rate and will retain accrued PTO hours for use at another time.
3. If an observed holiday occurs on a Saturday or Sunday, nurses in departments that are regularly scheduled only Monday through Friday will observe the holiday on the Friday or Monday that is closest to the holiday and designated by the Medical Center.
4. If an observed holiday occurs on a Sunday, nurses in departments that are regularly scheduled only Monday through Saturday will observe the holiday on the Monday that is closest to the holiday and designated by the Medical Center.
5. A night shift will be eligible for holiday pay if a majority of hours worked are within the observed holiday (for example, a nurse working a shift beginning at 7:00 p.m. on December 24 and ending at 7:30 a.m. on December 25 will be eligible for holiday pay).

6. If an observed holiday occurs before completion of a regular nurse's first ninety (90) days 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. A nurse will not be required to use PTO if (1) a nurse works in a unit that is normally scheduled only Monday through Friday and the unit is closed for the holiday; (2) the nurse is placed on standby for the holiday; or (3) the unit is open, but minimally staffed for the holiday.

#### **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: Through January 4, 2020, regular nurses will accrue 0.0270 EIT hours per paid hour, not to exceed eighty (80) paid hours per two-week pay period (approximately seven [7] days of EIT per year with fifty-six [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 one thousand forty (1,040) hours of unused EIT accrual. Effective with the pay period that begins Sunday, January 5, 2020, no further EIT accruals will occur. All existing EIT 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 January 1, 2020 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, certification, Clinical Ladder, 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 January 4, 2020): Effective through January 4, 2020, EIT continues 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.

- 1           2.     EIT will be used for any absence from work due to the following:
- 2               (a)     The nurse's admission to a hospital, including a day surgery unit,
- 3                       as an inpatient or outpatient, for one or more days and any
- 4                       necessary absence immediately following hospitalization. If, during
- 5                       the term of this Agreement, the Medical Center makes any
- 6                       improvement in the benefit covered by this subparagraph for a
- 7                       majority of the Medical Center's other employees who are not in a
- 8                       bargaining unit, the improvement will also be provided to bargaining
- 9                       unit employees.
- 10
- 11              (b)     When a nurse receives outpatient procedures under conscious
- 12                       sedation, spinal block, or general anesthesia in a free-standing
- 13                       surgical center or in a surgical suite at a physician's office.
- 14
- 15              (c)     The nurse's disabling illness after a waiting period of missed work
- 16                       due to such condition which is equal to the shorter of three (3)
- 17                       consecutive scheduled work shifts or twenty four (24) consecutive
- 18                       scheduled hours. If, during the term of this Agreement, the Medical
- 19                       Center makes any improvement in the benefit covered by this
- 20                       subparagraph for a majority of the Medical Center's other
- 21                       employees who are not in a bargaining unit, the improvement will
- 22                       also be provided to bargaining unit employees.
- 23
- 24              (d)     Partial day absences related to a single illness of the nurse, without
- 25                       an intervening full scheduled shift being worked, after a waiting
- 26                       period of missed work due to such condition which is equal to the
- 27                       shorter of the equivalent of three regularly scheduled work shifts or
- 28                       twenty-four (24) scheduled hours.
- 29
- 30              (e)     After qualification for use under subsections (c) or (d) above and a
- 31                       return to work for less than one (1) scheduled full shift, when the
- 32                       nurse misses work due to recurrence of such condition.
- 33
- 34              (f)     Approved parental leave under applicable law.

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

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

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

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

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

1 E. Change in Status: Through January 4, 2020, upon changing from benefits-  
2 eligible to a non-benefits-eligible status, if the nurse has been employed for at least six  
3 (6) months, a nurse's accrued but unused EIT will be placed in an inactive account from  
4 which the nurse may not use EIT. Upon return to EIT-eligible status, the inactive  
5 account will be activated for use in accordance with this Article. In the event of  
6 termination of employment, a nurse's active and inactive accounts will be terminated  
7 and will not be subject to cash-out, but such an account will be reinstated if the nurse is  
8 rehired within twelve (12) months of the termination of employment.

9  
10 F. The EIT program existing on January 1, 2019 will continue through December  
11 31, 2019.

### 12 13 **ARTICLE 8 – HOURS OF WORK OVERTIME AND BREAKS**

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

20  
21 B. The basic workday shall be the length of the shift that is agreed upon by the  
22 Medical Center and the individual nurse at the time of hire or upon the change of  
23 position (e.g., eight [8], nine [9], ten [10] or twelve [12] consecutive hours) in a twenty-  
24 four (24) hour period, including:

- 25 1. A lunch period of one-half ( $\frac{1}{2}$ ) hour on the nurse's own time in addition to  
26 the length of the shift; and
- 27  
28 2. One (1) fifteen- (15-) minute rest period without loss of pay during each  
29 four (4) consecutive hours of work which, insofar as is practicable, shall be  
30 near the middle of such work duration.
- 31  
32 3. The parties acknowledge the legal requirements and the importance of  
33 rest and meal periods for nurses. The parties further acknowledge that the  
34 scheduling of regular rest periods may not be possible due to the nature  
35 and circumstances of work in an acute care facility (including emergent

1 patient care needs, the safety and health of patients, availability of other  
2 nurses to provide relief, and intermittent and unpredictable patient census  
3 and needs). The parties therefore agree as follows:

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

7  
8 (b) Each unit has the flexibility to develop a process for scheduling  
9 nurses for the total amount of rest and meal periods set forth in  
10 subsections B.1 and B.2 above, subject to the following:

11 i. The process must be approved by the unit manager;

12  
13 ii. The preferred approach is to relieve nurses for two (2) fifteen-  
14 minute rest periods and one (1) thirty-minute meal period within  
15 an eight-hour shift, but other options, consistent with applicable  
16 law, may be explored; and

17  
18 iii. If a nurse is not able to take a thirty-minute uninterrupted meal  
19 period, the nurse will be paid for such thirty (30) minutes. If a  
20 nurse follows department protocol for preventing interruption  
21 and the meal period is still interrupted, the nurse shall be  
22 entitled to additional meal period time equivalent to the amount  
23 of time spent interrupted. The nurse must inform his or her  
24 supervisor if the nurse anticipates he or she will be or actually  
25 is unable to take such thirty-minute uninterrupted meal period.

26  
27 (c) In the event nurses on a particular unit or units have concerns  
28 about the implementation of this subsection B.3., the concern may  
29 be raised with the Task Force, in addition to the remedies provided  
30 by the grievance procedure.

31  
32 C. A nurse and the Medical Center may agree to a work schedule, other than those  
33 involving a basic workweek or basic workday. If either the nurse or the Medical Center  
34 intends to terminate such schedule agreement, the other will be given as much advance  
35 notice as is reasonably possible.

1  
2 D. Overtime compensation shall be paid at one and one-half (1½) times the nurse's  
3 regular straight time hourly rate of pay for all hours worked in excess of:

- 4 1. Forty (40) hours in each basic workweek, or  
5  
6 2. Eight (8) consecutive hours, or eight (8) hours in each basic workday,  
7 except that hours worked in a prior workday because of a change in shift  
8 beginning time shall not be treated as overtime hours (This subsection  
9 shall not be used as a basis for changing a nurse's scheduled starting  
10 time, without the nurse's consent), or  
11  
12 3. Consistent with the requirements of the Federal Wage and Hour Act, when  
13 a work schedule of eighty (80) hours in fourteen (14) consecutive days  
14 has been adopted, or  
15  
16 4. Those hours agreed to when different work schedules are selected under  
17 C above, except that hours worked in excess of thirty-six (36) hours in  
18 each workweek shall be paid at the overtime rate for (a) a nurse whose  
19 schedule consists exclusively of three (3) days each week, with each  
20 workday consisting of a twelve-hour shift, or (b) a night shift nurse whose  
21 schedule consists exclusively of four (4) days each week, with each  
22 workday consisting of a nine-hour shift, provided in either situation that  
23 during the workweek the nurse works such number of days on the  
24 applicable shift.  
25

26 E. There shall be no pyramiding of time-and-one-half premiums for overtime,  
27 holidays and Appendix B. In calculating such premiums, the multiplier used shall be the  
28 hourly compensation under Appendix A applicable to the hours worked for which such  
29 premiums are being paid.  
30

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

1  
2 G. Nurses who are required to change at the Medical Center into Medical Center-  
3 required clothing will be permitted five (5) minutes included in the beginning and  
4 end of each scheduled shift to change into and out of such clothing.  
5

## 6 **ARTICLE 9 – SCHEDULING**

7 A. Work schedules shall be prepared for twenty-eight (28) days or monthly periods  
8 and will be posted at least two (2) weeks prior to the beginning of the scheduled period.  
9 A unit may opt to post the schedule for the two (2) scheduling periods that include  
10 Thanksgiving, Christmas and New Year's.

11 1. At the time of initial posting, the Medical Center will schedule nurses for at  
12 least every other weekend off, or for two (2) consecutive weekends off  
13 after every scheduled weekend in the case of each full-time or part-time  
14 nurse who has been continuously employed by the Medical Center as a  
15 nurse for twenty (20) or more years, unless (a) a nurse agrees to be  
16 scheduled for any of such weekends or (b) scheduling is based on rotation  
17 of holiday work and an observed holiday falls on a weekend.

18 (a) When the Medical Center determines that it is reasonably feasible,  
19 consistent with staffing needs and patient care needs, the Medical  
20 Center will not require full and part-time nurses with at least thirty  
21 (30) years of continuous employment by the Medical Center as a  
22 nurse or twenty-five (25) years for Operating Room nurses, to work  
23 weekend shifts or full and part-time nurses with at least twenty-five  
24 (25) years of continuous employment by the Medical Center as a  
25 nurse to take mandatory call-back rotation in those units where  
26 being on-call is a requirement.

27 i. Notwithstanding subsection (a) above, the Medical Center  
28 will not schedule full-time and part-time nurses for shifts  
29 (excluding standby shifts) more than once every four (4)  
30 consecutive weekends if they have been continuously  
31 employed by the Medical Center as a nurse for thirty (30) or  
32 more years.

33 2. After the schedule is posted, a nurse will not be required to work an  
34 unscheduled weekend, except in emergencies, on which occasions  
35 Appendix A, Section L, will apply in accordance with its terms.

1  
2 B. Nurses who are scheduled to report for work and who are permitted to come to  
3 work without receiving prior notice that no work is available in their regular assignment,  
4 shall either: (1) perform any nursing work to which they may be assigned, or (2) if  
5 nursing service determines after consultation with the nurse that he or she is unqualified  
6 for the temporary assignment, then the nurse may elect to take the day off with PTO or  
7 as mandatory low census without pay. Except in emergencies, the nurse's temporary  
8 assignment will not be to a unit where the nurse has not been oriented and no nurse  
9 familiar with the unit will be available during the assignment. When the Medical Center  
10 is unable to utilize such nurse and the reason for lack of work is within the control of the  
11 Medical Center, the nurse shall be paid an amount equivalent to four (4) hours, or one-  
12 half (½) the scheduled hours of the shift canceled if that number is greater than four (4),  
13 times the straight-time hourly rate plus applicable shift, certification and Clinical Ladder  
14 differentials; provided, however, that a nurse who was scheduled to work less than four  
15 (4) hours on such day shall be paid the nurse's regularly scheduled number of hours of  
16 work for reporting and not working through no fault of the nurse.

17  
18 The provisions of this section shall not apply if the lack of work is not within the control  
19 of the Medical Center or if the Medical Center makes a reasonable effort to notify the  
20 nurse by telephone not to report for work at least two (2) hours before the nurse's  
21 scheduled time to work. It shall be the responsibility of the nurse to notify the Medical  
22 Center of the nurse's current address and telephone number. Failure to do so shall  
23 preclude the Medical Center from the notification requirements and the payment of the  
24 above minimum guarantee. If a nurse is dismissed and is not notified before the start of  
25 the next shift that he or she would have otherwise worked, he or she shall receive four  
26 (4) hours' pay in accordance with the provisions of this section.

27  
28 C. Nurses will not be regularly scheduled to work different shifts, except that for the  
29 purpose of participation in an educational program, any nurse may agree to be regularly  
30 scheduled to work different shifts. Upon completion of the nurse's agreed-upon  
31 participation in such program, the nurse will be reinstated in the nurse's former regular  
32 shift. If more nurses within a unit request to be so scheduled than the Medical Center  
33 determines to be appropriate for its operations, preference will be given to the earliest of  
34 such requests.

1 Nurses will not be required to work more than three (3) consecutive twelve-hour shifts  
2 without their consent.

3  
4 D. Nurses should notify the Medical Center of any unexpected absence from work  
5 as far in advance as possible, but at least two and one-half (2½) hours before the start  
6 of the nurse's shift.

7  
8 E. Per Diem Nurse Scheduling.

9 1. A per diem nurse must be available for at least four (4) open shifts during  
10 each twenty-eight days or monthly schedule period, which may include  
11 any open shifts of between four and twelve hours in length, at the nurse's  
12 discretion;

13  
14 2. A per diem nurse may completely opt out of one (1) work schedule each  
15 calendar year, provided the nurse notifies the Medical Center in advance  
16 of the preparation of the work schedule;

17  
18 3. The four (4) available shifts must include any two of the following:  
19 weekend, evening, night, holiday, and/or standby or on-call shifts as  
20 assigned by the Medical Center, if those shifts are regularly scheduled in  
21 the unit where the nurse is to be assigned;

22  
23 4. At least one (1) of the assigned shifts in a calendar year will be on a  
24 holiday, and the holiday will be rotated between winter (New Year's Day,  
25 Thanksgiving Day, or Christmas Day) and summer holidays (Memorial  
26 Day, Fourth of July, or Labor Day), in alternate calendar years (for per  
27 diem nurses in units or departments with standby scheduling on holidays,  
28 one [1] holiday standby shift will apply); and

29  
30 5. The per diem nurse must meet the patient care unit's education  
31 requirement for the year.

32 6. A per diem nurse who has averaged twenty-four (24) or more hours of  
33 work per week during the preceding twelve (12) weeks may apply in  
34 writing for reclassification, except that a per diem nurse employed on a  
35 temporary basis to replace a nurse on an approved leave of absence will

not be eligible for this reclassification. An eligible nurse applicant will be reclassified as of the next schedule to be posted to a regular part-time or full-time schedule, as appropriate, closest to the nurse's work schedule (including shifts and units) during the preceding twelve (12) weeks. A nurse who is reclassified under this paragraph will not be eligible to return to per diem status for one (1) year from the date of reclassification.

F. Unit Based Scheduling

1. The Medical Center and Association will allow unit based staff scheduling for any unit that has a consensus of the unit's nurses for this practice. Within ninety (90) days of ratification, the topic of inequality between shifts in relation to unit based scheduling and pattern scheduling will be discussed at Task Force which may, for example, explore pilot programs in designated units.
2. A nurse or team of nurses from the unit will take and maintain responsibility for assigning nurses into the unit core schedule, as determined by the Medical Center, according to the provisions of this agreement.
3. Units making use of this provision will determine their scheduling process, and assignment of the nurses into the core schedule will be a fair and equitable process. This process will have been agreed upon by members of the unit, including the nurse manager, and with notification by the ONA/Medical Center Task Force. If a nurse has a concern about the scheduling process that has not been adequately addressed on the unit level, that nurse may raise the issue with the ONA/Medical Center Task Force.
4. After the nurses schedule themselves, the manager (or designee) will ensure the schedule is balanced and meets the skill mix needs of the unit, or will make changes to adjust the schedule accordingly.
5. The Association agrees that the nurse manager for such units has final approval for each monthly schedule in a manner that is not arbitrary or capricious.

## **ARTICLE 10 – FLOATING**

A. All nurses on a unit may be required to float to another unit in the Medical Center, although the Medical Center will endeavor to minimize floating when reasonably feasible. When the Medical Center determines that floating is needed:

1. Nurses will be floated first within their cluster (where they exist). The Medical Center will keep the Professional Nursing Care Committee (PNCC) informed with regard to clusters as they exist and are changed, and will take comments and suggestions from PNCC on proposed changes.
2. Nurses will receive or have been previously given information needed to work on the unit, including the layout of the unit, codes and passwords, and location of supplies.
3. Nurses required to float within the Medical Center will receive orientation appropriate to the assignment/unit. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately inform the charge nurse who will assign the nurse a different task or procedure consistent with the nurse's skills and competencies.
4. Nurses will generally be floated on a rotational basis, unless the charge nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation.
5. The Medical Center will not require a nurse to float on an eight or twelve-hour shift to more than two (2) distinct patient assignments, except for unusual or emergent situations.
6. In determining patient assignments, the charge nurse will consider the fact that a nurse is floating to a unit for only four (4) hours, and thus should

1 receive an appropriate assignment, in addition to the other factors  
2 normally considered.

### 4 **ARTICLE 11 – STAFFING**

5 A. Concerns. Nurses are encouraged to raise any staffing concerns, without fear of  
6 retaliation. For specific staffing concerns, the Medical Center will make available a form  
7 that is mutually-agreeable to the Medical Center and the Association. Nurses will leave  
8 completed forms in a designated place, and the Medical Center will not discourage the  
9 reporting, documentation and submission of such forms. A copy of such reports  
10 received by the Medical Center will be provided to the Association, the Hospital Nurse  
11 Staffing Committee (“HNSC”), a member of the PNCC designated by the Association,  
12 and the appropriate unit manager.

13  
14 B. The Hospital Staffing Plan.

15 1. The Medical Center is required under ORS 441.155 and OAR 333-510-  
16 0110 and any subsequent versions, to maintain a written hospital-wide  
17 staffing plan for nursing services, which may include mechanisms,  
18 decision-making tools and/or techniques for each unit to determine its  
19 appropriate staffing such that the hospital is staffed to meet the health  
20 care needs of patients;

21  
22 2. The plan must generally be developed, monitored, evaluated and modified  
23 by a hospital nurse staffing plan committee (“the Hospital Nurse Staffing  
24 Committee”).

25  
26 C. The Hospital Nurse Staffing Committee. The parties acknowledge the legal  
27 requirements set forth in ORS 441.154 and OAR 333-510-0105, including its  
28 enforcement mechanisms. The parties agree to the following specific contractual  
29 provisions:

30 1. The Hospital Nurse Staffing Committee will be comprised of an equal  
31 number of Medical Center nurse managers and direct care registered  
32 nurses as its exclusive membership for decision-making. Hospital Nurse  
33 Staffing Committee meetings are open to any observer from the direct  
34 care nursing staff (including a liaison from the Professional Nursing Care

Committee and/or an Association Representative);

2. Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the Association's bargaining unit.
3. Term or time on the Hospital Nurse Staffing Committee will be two years and will include members as set by the Hospital Staffing Plan Committee, and will include rotational terms and the ability of nurses to serve multiple terms. One direct care registered nurse representative will serve as the committee co-chair, and one direct care registered nurse representative, who serves on a different term rotation, will serve as the alternate co-chair. New direct care registered nurse representatives will receive no less than two paid hours of orientation, which may take place at the last committee meeting of the year, before beginning their terms on the committee.
4. The decision-making process for the Hospital Nurse Staffing Committee will generally be by consensus.
5. The Medical Center has defined the following specialty areas and will include at least one (1) direct care registered nurse from the following specialty areas on the Hospital Nurse Staffing Committee (subject to change upon the consensus of the Hospital Nurse Staffing Committee):
  - (a) Medical;
  - (b) Surgical;
  - (c) Cardiology
  - (d) Critical Care;
  - (e) Perioperative;
  - (f) Perinatal/Neonatal;

- (g) Oncology
- (h) Behavioral Health;
- (i) Emergency Services.

6. Any nurse or nurses desiring staffing changes on his/her/their unit will meet with the unit manager to discuss such requested changes. If the issues leading to the requested changes remain unresolved, a nurse or nurses may bring those concerns to the attention of the Hospital Nurse Staffing Committee.

7. Meetings.

- (a) The meetings of the Hospital Nurse Staffing Committee will be co-chaired by one direct care registered nurse and one nurse manager.
- (b) The Hospital Nurse Staffing Committee will determine how often it needs to meet to achieve its duties, but the Committee will endeavor to meet every other month.
- (c) The members of the Hospital Nurse Staffing Committee will be paid for the time spent during meetings, preparation and follow-up time, up to a maximum of twelve (12) hours quarterly, except that the RN co-chair may use up to a maximum of sixteen (16) hours quarterly.
- (d) Minutes of the meetings will be taken and will be available for review by all nurses on the Providence Portland Nursing website within a month following the meeting.
- (e) The annual schedule for meetings will be set in advance, including a calendar of plan approval dates set in January or February of each year, and available for review by nurses on the Providence Portland Nursing website.

1 (f) The names of the members of the Hospital Nurse Staffing  
2 Committee and their respective units to be represented will be  
3 communicated to the nurses on the Providence Portland Nursing  
4 website.

5  
6 (g) Nurses and/or representatives of the Association may request time  
7 on the agenda at the Hospital Nurse Staffing Committee to raise  
8 issues or concerns.

9  
10 (h) The Hospital Nurse Staffing Committee will be asked to develop a  
11 plan to educate nurses on its role and responsibilities.

12  
13 **ARTICLE 12 – EMPLOYMENT STATUS**

14 A. Discipline. The Medical Center shall have the right to suspend, discharge  
15 and discipline nurses for proper cause. Disciplinary action may include verbal warning,  
16 written warning, suspension without pay, or discharge. These forms of discipline will  
17 generally be used progressively, but the Medical Center may bypass one or more of  
18 these disciplinary steps. Consistent with the principles of proper cause, the Medical  
19 Center will consider the nature of the offense and the time periods between offenses in  
20 determining the level of progressive discipline. After four (4) years, if no further  
21 disciplinary action is applied, the employee may submit a written request seeking that  
22 written disciplinary notices be removed from his/her file. Any removal of material from  
23 the personnel file shall be at the sole discretion of the Chief Nursing Officer and Human  
24 Resources Director.

25  
26 B. Reports to the State Board of Nursing. Under normal circumstances, the Medical  
27 Center will inform a nurse if the Medical Center is making an official report of the nurse  
28 to the Board of Nursing. Failure to inform a nurse of a report to the State Board will not  
29 and cannot affect any action that might be taken by the Medical Center and/or the  
30 Board.

31 C. Attendance. Unplanned and unreported absences, including tardiness or partial  
32 day absences, may result in disciplinary action up to and including termination. Nurses  
33 are expected not to exceed a total of five (5) occurrences of unscheduled, unapproved  
34 absences or tardy events in a rolling twelve (12) month period. Consecutive day  
35 absences for the same reason are counted as one (1) occurrence. Unplanned

absences related to family medical leave, military leave, work-related illness or injury, jury duty, bereavement leave and other approved bases are not counted as occurrences under this policy, unless related to an intermittent leave and the employee does not appropriately communicate the time off as intermittent leave, in accordance with the Medical Center's practice or instructions. Nurses are expected to give notice of the need for time away whenever possible.

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

E. Introductory Period. A nurse employed by the Medical Center shall be considered introductory during the first one hundred eighty (180) calendar days of employment. If a nurse is terminated by the Medical Center during the introductory period, but after one hundred twenty (120) calendar days of employment, and the nurse has not been given a written evaluation after sixty (60) calendar days of employment and before completion of one hundred twenty (120) calendar days of employment, then the Medical Center shall give the nurse no less than three (3) weeks' notice of termination of employment or pay in lieu thereof for any part of the three-week period for which such notice was not given, unless the termination is for violation of professional nursing ethics. The preceding notice provision, when applicable, is in place of the notice provisions in Section F below.

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

G. Notice of Termination. The Medical Center shall give nurses no less than two (2) weeks' notice of termination of employment. If less notice is given, then the Medical Center will provide pay in lieu thereof for any days which would have been worked within that part of the two-week period for which such notice was not given; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics.

H Disputes Regarding Discipline. A nurse who feels he or she has been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under Article 19, Grievance Procedure, except as limited in Section A

1 therein. A nurse will also be permitted to submit to his or her personnel file a written  
2 rebuttal or explanation, which will be included with any documentation of discipline or  
3 discharge.

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

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

22  
23 K. Personnel File. A nurse may review the contents of his/her personnel file upon  
24 request, in accordance with ORS 652.750. A nurse will also be permitted to submit to  
25 his/her personnel file a written rebuttal or explanation, which will be included with any  
26 documentation of discipline or discharge.

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

30 M. Assignment. A nurse who is scheduled to work shall not be assigned to other  
31 than that nurse's scheduled working assignment because of the use of unscheduled  
32 nurses. The preceding sentence shall not apply if it would result in a nurse in the latter  
33 category being assigned to work for which such nurse is not qualified; however, when  
34 such nurse(s) is needed, the Medical Center shall make a reasonable effort to obtain a  
35 nurse who is qualified.

1  
2 N. Absence without notice. A nurse who is absent from work for three (3)  
3 consecutive working days without notice to the Medical Center is subject to discipline,  
4 suspension or discharge.

5  
6 O. Disciplinary Meetings. It is the Medical Center's intent to conduct disciplinary  
7 discussions and have discussions regarding a specific nurse's performance in private.  
8 Similarly, if the Medical Center posts information about nurses' practice (e.g., such as  
9 bar coding), it will be done without any names. If any nurse or group of nurses on a  
10 patient care unit have concerns about how information is being shared, the nurse(s) are  
11 encouraged to share that concern with the unit manager, the PNCC, and/or the  
12 members of the Nursing Task Force, for discussion and resolution. A nurse has the  
13 right to request a representative of the Association to be present for an interview by the  
14 Medical Center as part of an investigation that might lead to discipline.

#### 15 16 **ARTICLE 13 – RESTROOMS AND LOCKERS**

17 Restrooms and lockers shall be provided by the Medical Center. Each unit will have a  
18 mechanism for mail delivery (e.g. mailboxes or file cabinets) available for nurses in their  
19 departments. The Medical Center will make good faith reasonable efforts to provide a  
20 room for nurses to rest during breaks, which is reasonably accessible to the nurses on  
21 the unit. If a nurse or the Association has concerns about the provision of a room for  
22 breaks, prior to filing a grievance alleging that such a good faith reasonable effort is  
23 lacking, the nurse or the Association should raise the issue at the Task Force where the  
24 parties will discuss potential for resolution of the concerns.

#### 25 26 **ARTICLE 14 – LEAVES OF ABSENCE**

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

unpaid absence, other than layoff, regardless of the completion of paperwork under this section.

**B. Medical Leaves.**

**1. Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA).**

Parental, family medical, and workers' compensation leaves of absence will be granted in accordance with applicable law. The Medical Center will permit a nurse who is approved for leave FMLA/OFLA leave to use accrued EIT for him/herself and/or qualifying family members, as outlined in the provisions of leave laws and this section.

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

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

**D. Mission Leave.** Any nurse may request a personal leave of absence for the purpose of medical mission work. The nurse will provide documentation demonstrating that the work is in furtherance of Providence's mission. Such leave will be granted only with the approval of the nurse's manager. The nurse may use PTO during the time of the leave, or, with manager approval, take the leave unpaid.

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

properly authorized leave of absence. A nurse's anniversary date for purposes of wage increases and vacation accrual rates shall not be changed because of being on a leave for thirty (30) days or less.

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

G. Jury Duty. A nurse who is required to perform jury duty will, if he or she requests, be rescheduled to a comparable schedule on day shift during the Monday through Friday period and be permitted the necessary time off from such new schedule to perform such service, for a period not to exceed two (2) calendar weeks per year. A nurse who is required to perform jury duty will be paid the difference between the nurse's regular straight-time pay for the scheduled workdays he or she missed and the jury pay received, provided that he or she has made arrangements with the nurse's manager in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. A nurse must report for work if the nurse's jury service ends on any day in time to permit at least four (4) hours' work in the balance of the nurse's normal workday.

H. Appearance as a Witness. Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Medical Center, involving their duties at the Medical Center, during their normal time off duty will be compensated for the time spent in connection with such an appearance as follows: They will be paid their straight-time rate of pay, not including shift differential, provided that the subpoenaed nurse notifies the Medical Center immediately upon receipt of the subpoena. Such pay will not be deemed to be for hours worked. They will also be given, if they so request, equivalent time off from work in their

1 scheduled shift immediately before or their scheduled shift immediately after such an  
2 appearance, provided that the subpoenaed nurse makes the request immediately upon  
3 receipt of the subpoena.

4  
5 I. Return from Leave.

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

9  
10 2. The following provisions apply to leaves other than those under FMLA,  
11 OFLA and workers' compensation: Upon completion of a leave of  
12 absence of sixty (60) days or less, the nurse will be reinstated in the  
13 nurse's former job (including position, unit, shift and schedule). Upon  
14 completion of a leave of absence of over sixty (60) days, the nurse will be  
15 offered reinstatement to the nurse's former job (including position, unit,  
16 shift and schedule), if such job has not been filled. If such job has been  
17 filled, the nurse will be given preference for a vacancy for which the nurse  
18 applies in the same or a lower position on the nurse's former shift which  
19 the nurse is qualified to fill and, if the former job thereafter becomes  
20 available within one hundred fifty (150) days of commencement of such  
21 leave, preference upon application for the nurse's former job (including  
22 position, unit, shift and schedule). The layoff provisions of Article 23 of  
23 this Agreement are not applicable to a nurse who is eligible for  
24 reinstatement, but has not yet been reinstated, under the preceding two  
25 sentences; except for purposes of the recall provision. Under the recall  
26 provision, such a nurse's position for recall from among the nurses eligible  
27 for recall will be determined as if the nurse was laid off in accordance with  
28 his/her seniority.

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

31  
32 **ARTICLE 15 – HEALTH AND WELFARE**

33 A. Laboratory examinations and prophylactic treatments, when indicated because of  
34 exposure to communicable diseases at work, shall be provided by the Medical Center  
35 without cost to the nurse.

1  
2 B. The Medical Center will provide annual complete blood count and sedimentation  
3 rate determination, basic metabolic panel, and urinalysis at no cost to the nurse. A  
4 nurse, upon request, will be furnished a copy of all results of the aforementioned tests.  
5

6 C. The Medical Center will provide Group Life Insurance on the same terms as  
7 provided to a majority of the Medical Center's other employees.  
8

9 D. Each actively working regular nurse will participate in the benefit program offered  
10 to a majority of the Medical Center's other employees, in accordance with their terms  
11 and Appendix D. From the Providence benefits program, the nurse will select: (1)  
12 medical coverage (Health Reimbursement Medical Plan or Health Savings Medical  
13 Plan: effective January 1, 2020, the EPO Plan will be added as a third plan option), (2)  
14 dental coverage (Delta Dental PPO 1500 or Delta Dental PPO 2000), (3) supplemental  
15 life insurance, (4) voluntary accidental death and dismemberment insurance, (5)  
16 dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day care  
17 Flexible Spending Account (FSA), (8) long term disability coverage, and (9) short term  
18 disability, and (10) vision coverage. The Medical Center will offer all such benefits  
19 directly or through insurance carriers selected by the Medical Center.  
20

21 E. The nurse will pay, by payroll deduction unless some other payment procedure is  
22 agreed to by the nurse and the Medical Center, the cost of the total benefits selected  
23 which exceeds the portion paid by the Medical Center under the preceding section.  
24

25 F. Providence will provide a short-term disability and paid parental leave benefit  
26 effective with the pay period beginning Sunday, January 5, 2020. Short-term disability  
27 and paid parental leave will be paid at sixty-five percent (65%) of the employee's base  
28 rate of pay plus all applicable shift differentials provided under Appendix A, at the time  
29 of use.  
30

31 G. For the term of this collective bargaining agreement, the Medical Center will not  
32 make any significant or material changes in the medical, dental, and vision insurance  
33 plan design with regard to (a) amount of the in-network net deductible (defined as  
34 deductible minus monetary contributions from the Medical Center for either the HRA or  
35 the HSA); (b) the percentage of employee medical premium contributions; (c) annual

1 out-of-pocket maximums for in-network expenses; and (d) amount of spousal  
2 surcharge. The spousal surcharge will be the only such surcharge in the medical and  
3 dental insurance plan.

4  
5 H. For the term of the collective bargaining agreement the Medical Center will not  
6 charge or create any significant or material newly contemplated never before charged  
7 fee for the medical, dental and visions insurance plans.

## 8 9 **ARTICLE 16 – PENSIONS**

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

12  
13 B. At the time of ratification, the retirement plans include:

- 14 1. the Core Plan (as frozen);  
15  
16 2. the Service Plan;  
17  
18 3. the Value Plan (403[b]); and  
19  
20 4. the 457(b) plan.

21  
22 C. The Medical Center shall not reduce the benefits provided in such plans unless  
23 required by the terms of a state or federal statute during the term of this Agreement.

24  
25 D. The Medical Center may from time to time amend the terms of the plans  
26 described in this article; except (1) as limited by Section C above and (2) that coverage  
27 of nurses under Section B above shall correspond with the terms of coverage applicable  
28 to a majority of Medical Center employees.

## 29 30 **ARTICLE 17 – ASSOCIATION BUSINESS**

31 A. Duly authorized representatives of the Association shall be permitted at all  
32 reasonable times to enter the facilities operated by the Medical Center for purposes of  
33 transacting Association business and observing conditions under which nurses are  
34 employed; provided, however, that the Association's representative shall comply with  
35 the Medical Center's security and identification procedures. Transaction of any

business shall be conducted in an appropriate location subject to general Medical Center and clinic rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

B. The Medical Center will provide the Association with designated bulletin board space of approximately two (2) feet by three (3) feet in each nursing unit, which will be the exclusive places for the posting of Association-related notices. Such postings shall be limited to notices that relate to contract negotiation and administration matters.

C. Nurses who serve as delegates, cabinet members, bargaining team members or board members, stewards/unit representatives, of the Association or its parent (ANA) will be granted time off, up to a total of two hundred (200) hours for all such nurses, to attend to official union business, as outlined below.

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

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

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

- (b) Access a bank of one hundred twenty (120) hours per calendar year, if the nurse's accrued PTO account is then at eighty (80) hours or less.

Nurses who access this bank of unpaid hours will be permitted to take time off without loss of PTO or EIT.

3. If more than three (3) nurses on the same unit and shift request time off pursuant to this section C for the same or overlapping periods of time, the Medical Center will determine whether all of the nurses' requests may be granted, consistent with patient care needs, and, if such requests cannot be granted, the Medical Center will meet with the Association to determine which of the nurses' requests will be granted. 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

1           they are unsuccessful, the parties will promptly discuss the issue to strive  
2           to mutually reach a solution to better ensure staff nurses are included in  
3           scheduled negotiations.  
4

5     D.     The Association will supply the Medical Center with a list of designated Unit  
6     Representatives from among the various units of the Medical Center.  
7

8     E.     The Medical Center will supply the Association chair at the Medical Center and  
9     the Association monthly, by electronic means, a list of all bargaining unit nurses  
10    showing their addresses, listed telephone numbers, beginning dates of their last period  
11    of continuous employment, status (full-time, part-time, or per diem), and the assigned  
12    shifts and unit of each nurse. The Medical Center will also supply each month a list  
13    showing the names and addresses of all nurses who terminated during the preceding  
14    month.  
15

16    F.     The Medical Center will post a seniority list, sorted by unit, on the Medical  
17    Center's nursing intranet site three (3) times a year. The seniority list will include the  
18    name of each nurse and the nurse's total number of seniority hours.  
19

#### 20                                   **ARTICLE 18 – NO STRIKE**

21    A.     In view of the importance of the operation of the Medical Center's facilities to the  
22    community, the Medical Center and the Association agree that there shall be no  
23    lockouts by the Medical Center and no strikes, picketing or other actual or attempted  
24    interruptions of work by nurses or the Association during the term of this Agreement.

25    B.     The Medical Center and the Association further agree that there shall be no  
26    sympathy strikes by nurses or the Association during the term of this Agreement. If,  
27    however, an individual nurse in good conscience does not want to cross a lawful  
28    primary picket line, the nurse may request absent time without pay or benefits. Such  
29    request will be considered by the Medical Center, which may grant the request if it  
30    determines, in its sole discretion, that patient care will not be adversely affected. If the  
31    request is not granted, it shall not be a violation of this Article for a nurse to engage in  
32    sympathy picketing on the nurse's own time, in support of the lawful primary picket line,  
33    if such picketing does not interfere with the nurse's assigned hours of work.  
34

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

A. A grievance is defined as any dispute by a nurse over the Medical Center's interpretation and application of the provisions of this Agreement. During a nurse's probationary period, the nurse may present grievances under this Article to the same extent as a nurse, except that the question of a probationary nurse's continued employment shall be determined exclusively by the Medical Center and shall not be subject to this Article.

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

- Step 1 -- If a nurse has a grievance, he or she may present it in writing (containing, to the best of the nurse's understanding, the facts and Agreement provisions involved) to the nurse's manager within fourteen (14) days after the date when he or she had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten [10] days after the date of notice of any discharge or other discipline which is the subject of the grievance). Only a nurse who was actually involved in the occurrence may present a grievance, unless (a) another nurse presents the grievance because the former nurse is mentally or physically incapable of doing so or (b) any nurse who is an officer of the bargaining unit ("Association officer") presents a group grievance where the occurrence actually involved at least four (4) nurses. The manager's reply is due within fourteen (14) days of such presentation. The Association may choose to present such a group grievance at Step 1 if the affected nurses have the same manager. Otherwise, the grievance will be presented at Step 2. If a meeting is held at Step 1, the nurse may bring his or her Association representative.
- Step 2 -- If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 1, the nurse may present the grievance in writing to the appropriate person responsible for the nurse's department, or designee, within fourteen (14) days after the date when he or she had knowledge or, in the

normal course of events, should have had knowledge of the occurrence involved in the grievance (ten [10] days after the date of notice of any discharge or other discipline which is the subject of the grievance), whether or not he or she has received the manager's reply by that time. If the grievance has been presented to Step 2 in accordance with this Article, the written response is due within fourteen (14) days of such presentation.

- Step 3 -- If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 2, he or she may present the grievance in writing to the Administrator or designee within fourteen (14) days after receipt of the response in Step 2 or, if this response is not received within that period, within fourteen (14) days after the expiration of time allocated in Step 2 for the response. The Administrator's or designee's written response to the grievant and the Association is due within fourteen (14) days after a meeting between the Medical Center representative and the grievant and the grievant's representative, if any. If no meeting is held, such written response is due within twenty (20) days after presentation of the grievance in accordance with this Article to the Administrator or designee.

- 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 Administrator in writing of such submission not later than fourteen (14) days after receipt of the Administrator'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.

B. 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

1 unavailability of the grievant or persons from either the Medical Center or the  
2 Association, the grievance will continue to be processed as set forth above.

3  
4 C. A grievance will be deemed untimely if the time limits set forth above for  
5 presentation of a grievance to a step are not met, unless the parties agree in writing to  
6 extend such time limits.

7  
8 D. If the parties are unable to mutually agree upon an arbitrator at Step 4, the  
9 arbitrator shall be chosen from a list of five (5) names furnished by the Federal  
10 Mediation and Conciliation Service. The parties shall alternately strike one (1) name  
11 from the list, with the first strike being determined by a flip of a coin, and the last name  
12 remaining shall be the arbitrator for the grievance.

13  
14 E. The arbitrator's decision shall be rendered within thirty (30) days after the  
15 grievance has been submitted to the arbitrator, unless the parties by mutual agreement  
16 extend such time limit.

17  
18 F. The decision of the arbitrator shall be final and binding on the grievant and the  
19 parties, except that the arbitrator shall have no power to add to, subtract from or change  
20 any of the provisions of this Agreement or to impose any obligation on the Association  
21 or the Medical Center not expressly agreed to in this Agreement.

22  
23 G. The fee and expenses of the arbitrator shall be shared equally by the Association  
24 and the Medical Center, except that each party shall bear the expenses of its own  
25 representation and witnesses.

26 H. As used in this Article, "day" means calendar day.

27  
28 **ARTICLE 20 – PROFESSIONAL DEVELOPMENT**

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

31  
32 B. The Medical Center agrees to maintain a continuing in-service education  
33 program for all personnel covered by this Agreement. In the event a nurse is required  
34 by the Medical Center to attend in-service education functions outside the nurse's  
35 normal shift, he or she will be compensated for the time spent at such functions at the

nurse's base rate of pay as well as the applicable shift differential to which the nurse is assigned. The term "in-service education" shall include the Medical Center requested individual training in specialty as well as other educational training. If the Medical Center specifically instructs a nurse, in writing, to purchase instructional materials or equipment for mandatory in-service education, the Medical Center will reimburse the nurse for the reasonable cost of such materials. Before incurring any such expense, the nurse must seek the written approval of his/her manager.

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

D. The Medical Center endorses the concept of professional improvement through continuing professional education. The Medical Center may grant unpaid educational leaves of absence of up to one (1) year. Extensions of time beyond one (1) year may be granted at the discretion of the Medical Center. Paid educational leaves of absence will be granted consistent with prudent Medical Center management. The Medical Center will attempt to offer educational leave opportunities to as broad a spectrum of its nurses as practicable under existing circumstances.

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

1 F. For any education time, the nurse will apply in advance to the appropriate  
2 nursing manager or designee for approval prior to the requested time. Approval of such  
3 requests will be granted or denied within two (2) weeks of application.

4  
5 G. During each calendar year, the Medical Center will provide paid non-mandatory  
6 educational leave as follows:

7 1. Sixteen (16) hours of paid educational leave for use by each full-time  
8 nurse, and each part-time nurse, who worked at least eight hundred (800)  
9 hours in the preceding calendar year, to attend educational programs on  
10 or off the Medical Center premises which are related to clinical nursing  
11 matters where attendance would be of benefit to both the Medical Center  
12 and the nurse. Any full-time or part-time nurse who has not worked at  
13 least eight hundred (800) hours due to an approved leave of absence may  
14 request an exception.

15  
16 2. Each per diem nurse who worked at least eight hundred (800) hours in the  
17 preceding calendar year may apply for a maximum of eight (8) hours of  
18 educational leave under this paragraph. The Medical Center will provide a  
19 quarterly report to Professional Nursing Care Committee showing the  
20 number of educational leave hours used by registered nurses.

21  
22 3. At the time the leave is approved, the nurse and the manager will agree  
23 on a format and/or process for the purpose of sharing the contents of the  
24 educational program, upon return from the leave.  
25 The Medical Center may grant more extended educational leave in cases  
26 it deems appropriate.

27  
28 4. The first year's educational leave shall be available for use in the calendar  
29 year in which the nurse reaches his/her first anniversary date of  
30 employment as a nurse, but may not be used until after such anniversary  
31 date. Each subsequent calendar year's educational leave shall be  
32 available for use during such calendar year.

33  
34 5. Specific programs are subject to prior approval by the Medical Center.  
35 Requests for educational leave and the Medical Center's response will be

1 in writing on the Medical Center's form(s). If a request for educational  
2 leave is not approved, the nurse may ask the Professional Nursing Care  
3 Committee to review the request. The PNCC will review the request and  
4 forward its recommendation and explanation to the division director in  
5 charge of the nurse's unit. The division director's decision will be final and  
6 binding on all concerned.

- 7
- 8 6. Educational leave not used by nurses in the applicable year shall be  
9 waived, except that if the reason for not using the educational leave in the  
10 year is that it was not approved by the Medical Center, after having been  
11 requested no later than one (1) month before the end of such year, the  
12 waiver shall not become effective until three (3) months following the end  
13 of such year.

- 14
- 15 7. Upon return from an educational leave, the nurse will, upon request by the  
16 Medical Center, submit a report or make an oral presentation for the  
17 purpose of sharing the contents of the educational program.

18

19 **ARTICLE 21 – PROFESSIONAL NURSING CARE COMMITTEE**

20 A. The nurses in the bargaining unit shall elect from its membership not to exceed  
21 eight (8) members of the unit who shall constitute the Professional Nursing Care  
22 Committee.

23 B. This Committee shall meet not more than twice a month at such times so as not  
24 to conflict with the routine duty requirements. Each Committee member shall be entitled  
25 to up to two (2) paid hours per month at the nurse's regular straight-time rate, not  
26 including shift differential, for the purpose of attending Committee meetings.

27

28 C. The Committee shall prepare an agenda and keep minutes for all of its meetings,  
29 copies of which shall be provided to the Medical Center's designated nurse executive  
30 within a month days after each meeting.

31

32 D. The Committee shall consider matters which are not proper subjects to be  
33 processed through the grievance procedure, including the improvements of patient care  
34 and nursing practice.

1 E. The Medical Center recognizes the responsibility of the Committee to  
2 recommend measures objectively to improve patient care and will duly consider such  
3 recommendations and will so advise the Committee of action taken.

4  
5 **ARTICLE 22 – SENIORITY**

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

- 9 1. Voluntary Termination.
- 10
- 11 2. Is discharged for proper cause.
- 12
- 13 3. Layoff for lack of work which has continued for twelve (12) consecutive  
14 months.
- 15
- 16 4. Is absent from work without good cause for three (3) consecutive working  
17 days without notice to the Medical Center.
- 18
- 19 5. Fails to report for work promptly without good cause after an accident or  
20 illness when released to return to work by physician or other health care  
21 practitioner.

22 B. Definition. Seniority shall mean the length of continuous employment by the  
23 Medical Center. If a nurse enters bargaining unit employment, for the first time, from  
24 other non-bargaining unit Medical Center employment without a break in Medical Center  
25 employment, the nurse's seniority will be limited to a maximum of three (3) years. A  
26 nurse who moves from bargaining unit employment into an interim supervisory position  
27 within Medical Center employment, without a break in Medical Center employment, will  
28 accrue additional seniority while not in bargaining unit employment. Otherwise, the  
29 nurse will not accrue additional seniority but will retain his/her seniority for use if the  
30 nurse later returns to bargaining unit employment within twelve (12) months or less, and  
31 without a break in Medical Center employment. All such seniority will be computed on  
32 the basis of hours paid at straight-time rates or higher, plus hours not worked as a result  
33 of Article 24 (together called "seniority hours"), subject to the following:

- 34 1. For the period prior to June 27, 1993, and for any periods of seniority  
35 defined above as in addition to covered employment, the seniority hours

1 will be deemed to be equal to forty (40) hours per week.

2  
3 2. Within thirty (30) days of the close of the last pay period beginning in the  
4 months of December, April, and August (three [3] times a year) the  
5 Medical Center will furnish to the Association a seniority list of nurses in  
6 the bargaining unit covering seniority hours through such pay period. The  
7 seniority of the nurses on the semi-annual list will be fixed upon issuance  
8 of the list until the next semi-annual seniority list is issued.

9  
10 3. Between seniority lists, nurses entering the bargaining unit (a) with  
11 accrued seniority under this Section B, will be added to the most recently  
12 furnished seniority list in accordance with her/his seniority hours; or (b)  
13 without accrued seniority, will be deemed to have less seniority than all  
14 nurses with accrued seniority. The length of continuous service of nurses  
15 without accrued seniority will be based on their most recent date of  
16 starting work (not seniority hours) until they are placed on a seniority list at  
17 which time their length of continuous service will be computed as set forth  
18 above.

19 4. A bargaining unit nurse who returns to bargaining unit employment within  
20 twelve (12) months or less of ending employment will have his or her  
21 seniority restored back to the date employment was ended.

22  
23 C. Job Posting. When the Medical Center intends to fill a general duty or charge  
24 nurse vacancy, it will post the vacancy for no less than seven (7) days and shall not fill  
25 the vacancy, except temporarily, for seven (7) days beginning with the date when first  
26 posted. The information provided with such posting will include the unit, FTE, and  
27 shift(s). A nurse who desires to fill such vacancy may apply in writing and, if the nurse  
28 applies during such seven-day period, shall be eligible for the opportunity under Section  
29 B above.

30 1. No vacancy under this Article will be deemed to exist when the Medical  
31 Center and a regularly scheduled nurse mutually agree, not more than  
32 once per calendar year, to increase or decrease the nurse's scheduled  
33 hours per week by no more than one (1) shift. If two (2) or more nurses  
34 on the same shift of a patient care unit are willing to enter into an  
35 agreement under the preceding sentence, the most senior such nurse will

1 be given preference, provided the nurse is qualified and the extra hours, if  
2 any, will not result in scheduled overtime hours.

- 3
- 4 2. Notwithstanding the forgoing, the Medical Center may temporarily  
5 schedule new graduate/new-to-specialty nurses onto a day or night shift  
6 based on operational needs for the duration of the residency plus up to an  
7 additional one hundred twenty (120) days. Should a vacancy exist, it will  
8 be posted according to the provisions of this article.

9

10 D. Seniority Consideration.

- 11 1. For Charge Nurse vacancies, the Medical Center shall consider factors  
12 including whether the nurse meets both required and preferred  
13 qualifications as set forth on the job description, history of job  
14 performance, and the nurse's performance in the select interview  
15 process. In the event that two (2) or more candidates' qualifications are  
16 substantially equal, the position will be awarded on the basis of  
17 seniority. The Medical Center shall make the choice, according to the  
18 above-stated standards, objectively applied, with input from a unit-based  
19 committee that will include bargaining unit nurses. The candidates  
20 interviewed shall be given the opportunity to supply the committee with a  
21 brief written resume, summarizing the candidate's past experience, length  
22 of experience, reason for application and qualifications.
- 23
- 24 2. For all other vacancies, qualified senior nurses will be given preference  
25 within their areas of experience and qualifications. A qualified nurse who  
26 has worked at least one (1) year continuously in a unit as of the time when  
27 the nurse applies for a vacancy on another shift within that same unit will  
28 be deemed to have seniority for this purpose equal to his/her seniority as  
29 defined in Section B above, plus the length of service in the unit. A  
30 qualified nurse who has worked at least one (1) year continuously in a  
31 permanent nursing float pool cluster as of the time when the nurse applies  
32 for a vacancy on another shift within that cluster will be deemed to have  
33 seniority for this purpose equal to his/her seniority as defined in Section B  
34 above, plus one-half the length of service in the cluster. When all  
35 applicants for the vacancy who do not come within the preceding sentence

1 have been eliminated from consideration for any reason under this Article,  
2 the remaining applicants for the vacancy will be deemed to have seniority  
3 for this purpose equal to their seniority as defined in Section B above.  
4

- 5 3. To exercise seniority in any position, the senior nurse must agree to work  
6 the number of days or weeks of the vacant position.  
7

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

9 A. A reduction in force is defined as the involuntary elimination of a regular nurse's  
10 position or an involuntary reduction of a regular nurse's scheduled hours or shifts.  
11

12 B. For purposes of this article, "qualified" means that the nurse is able to be  
13 precepted on site at the Medical Center up to six (6) weeks of assuming the new role or  
14 position.  
15

16 C. If the Medical Center determines that a reduction in force as defined in Section A  
17 of this article is necessary, a minimum of forty-five (45) days' notice will be given to the  
18 Association detailing purpose and scope of the reduction and the likely impacted unit or  
19 units, shifts, and positions. The Medical Center will provide the Association with a list of  
20 open RN positions at the Medical Center and, at the request of the Association, at any  
21 other Providence facilities within Oregon. An "open position" is any position for which  
22 the facility is still accepting applications.  
23

24 D. Upon notice to the Association, representatives of the Medical Center and the  
25 Association will meet to discuss the scope of the reduction and the likely impacted unit  
26 or units, shifts, and positions as well as options for voluntary lay-offs, reduction of the  
27 scheduling of per diem nurses, conversion from regular nurse status to a per diem  
28 nurse and FTE reductions (full-time nurses going to part-time status). The Medical  
29 Center will consider the options suggested by the Association, but will not be required to  
30 implement the suggested options.  
31

32 E. If after meeting with the Association, the Medical Center determines that a  
33 reduction in force is still needed the nurse or nurses on the unit or units to be impacted  
34 will be given a minimum of thirty (30) days' notice. If there are any posted RN positions  
35 within the Medical Center at the time of a reduction in force, the Medical Center will wait

1 to fill such positions with an external applicant until it has become clear which nurses  
2 will be impacted by the reduction in force (either laid off or displaced into another  
3 position), and those nurses have had an opportunity to apply for those positions. The  
4 Medical Center may immediately post and fill nursing positions if either (1) it is apparent  
5 that the nurses likely to be impacted by the reduction in force are not qualified for the  
6 open position or (2) the Medical Center has an urgent need to fill the position for patient  
7 care reasons. The Medical Center will inform other employers within Providence-  
8 Oregon of the existence of the reduction in force, and request that they consider hiring  
9 the impacted nurses, if any, for any open positions.

10  
11 F. Upon notification to the impacted nurse or nurses on the unit or units the Medical  
12 Center will displace the nurses in the following manner. Where more than one nurse is  
13 to be impacted in a unit or units, the impacted nurses will progress through each step of  
14 the process as a group so that the nurse or nurses with the most seniority will have the  
15 first choice of displacement options and progress in a manner so that the nurse or  
16 nurses with the least seniority will have the least options.

17 1. The nurse or the nurses with the least seniority as defined in Article 22  
18 among the nurses in the shift or shifts of the patient care unit or units  
19 where such action occurs, will be displaced from his/her position provided  
20 that the nurse or nurses who remain are qualified to perform the work.  
21 The displaced nurse or nurses whose position is taken away will become  
22 the displaced nurse or nurses for the purposes of the following  
23 subsections and will then have the following options:

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

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

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

4. The displaced nurse or nurses will take the position of the least senior regular nurse in any patient care unit in which the displaced nurse or nurses is permitted to float, provided he or she is qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or

5. The displaced nurse or nurses will take the position of the least senior regular nurse or nurses in the bargaining unit, provided he or she is qualified to perform the work of the position. For this sub-section only a nurse is qualified to perform the work of a position if he or she has held a regular position performing the duties of that position at the Medical Center within the two (2) 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

1 address the situation in order to protect seniority rights and care for patients. In  
2 analyzing the special skills and/or competencies, the ability to provide training to more  
3 senior nurses will be considered. Special skills and competencies will not include a  
4 specific academic degree, non-mandatory national certifications, disciplinary actions or  
5 work plans.

6  
7 H. Recall from a layoff will be in order of seniority, provided the nurse or nurses laid  
8 off is/are qualified to perform the work of the recall position. A displaced nurse under  
9 any of the preceding sections or subsections of this article, including recalled nurses  
10 under the previous sentence, will be given preference for vacancies in the same unit  
11 and/or cluster, in order of their seniority. Such recall rights continue for up to twelve  
12 (12) months from date of displacement. It is the responsibility of the displaced nurse to  
13 provide the Medical Center with any changes in address, telephone number or other  
14 contact information. If the displaced nurse fails to provide the Medical Center with such  
15 changes and the Medical Center is unable to contact him or her with available contact  
16 information, he or she forfeits any recall rights.

#### 17 **ARTICLE 24 – LOW CENSUS**

18 A. In the event of nurses not working all or part of one of their scheduled working  
19 days at the request of the Medical Center, the following order for assigning time off shall  
20 be used, provided the nurse remaining on the unit is qualified to perform the  
21 assignment:

- 22 1. Agency or traveler nurses, followed by Sharecare nurses, will be assigned  
23 time off.  
24
- 25 2. Regular nurses eligible for any time-and-one-half or other premium (for  
26 example, overtime and/or incentive pay) for working on the shift of the  
27 patient care unit and/or cluster (for those units in a cluster) affected will be  
28 assigned such time off using a system of rotation.  
29
- 30 3. Volunteers to take the time off (both regular and per diem nurses) shall be  
31 sought in the shift of the patient care unit, then the cluster (for those units  
32 in a cluster) affected, and then all medical surgical units together (for  
33 medical surgical units only) using the “Wants Off” list. For purposes of the  
34 preceding sentence, a “same shift and unit” and/or cluster (for those units  
35 in a cluster)” exists where both the volunteer and the per diem nurse on a

1 shift of the same patient care unit and/or cluster (for those units in a  
2 cluster) have the same starting and ending times for that shift.

- 3  
4 4. Regular nurses working an extra shift on the shift of the patient care unit  
5 and/or cluster (for those units in a cluster) affected will be assigned such  
6 time off using a system of rotation listed below.

7 (a) Lists of requested voluntary Low Census will be maintained in the  
8 patient care unit and/or staffing office (for those units using the  
9 staffing office);

10  
11 (b) Volunteers will have the option of indicating preference for taking  
12 the full shift off, partial shift, or being placed on standby, as follows

13 i. The nurse must designate his or her preference related to  
14 Standby at the time the nurse places his or her name on the  
15 list.

16 ii. Such preference will be considered by the Medical Center in  
17 determining which nurse will be given the Low Census,  
18 based on the determination as to the standby needs for the  
19 unit then the cluster (for those units in a cluster) (e.g., with or  
20 without standby). Where multiple requests are received for  
21 the same status of voluntary low census (e.g., with or without  
22 standby), the earliest request(s) will be given preference and  
23 the order will be viewable by nurses on-line from a nurse's  
24 home, provided that a nurse on the same unit or cluster is  
25 qualified to perform the work of the nurse given the time off.

26 a. The parties agree that a nurse may not file a grievance if  
27 he/she was not selected for voluntary low census  
28 because the Medical Center determined that it needed a  
29 nurse who was willing to be on standby.

30  
31 b. The parties also acknowledge that the Medical Center  
32 may assign Low Census to a nurse in the categories  
33 below, if the only volunteer does not indicate the standby  
34 preference needed by the Medical Center

c. The Medical Center is responsible for calling nurses on standby, if they are needed to work.

d. A nurse from a medical surgical unit who elects voluntary standby will be on standby for any medical surgical unit.

5. Per diem nurses on the shift of the patient care unit and/or cluster (for those units in a cluster) affected will be assigned such time off using a system of rotation.

6. No nurse will be asked to take mandatory low census beyond a cap of twenty four (24) hours per scheduling period, and not to exceed one hundred sixty eight (168) hours in a calendar year, with the exception of emergency situations. It is the responsibility of the nurse to inform the nurse's manager that the cap on low census has been reached in the scheduling period.

7. The remaining regular nurses on the shift of the patient care unit and/or cluster (for those units in a cluster) affected (for the Med-Surg units only, all Med-Surg units will be counted together) will be assigned based on who has the lowest "Factor" on the low census list and who has not reached their cap for the scheduling period or year:

(a) For the purpose of mandatory low census the clusters are (a) all medical/surgical together and (b) all critical care units together. If there are no opportunities to work within the cluster the nurse may be assigned to work any responsibilities within nursing services.

(b) "Factor". A low census list will be compiled, by assigning each nurse a Factor calculated as follows:

|   |   |   |
|---|---|---|
| Nurse's Total Low Census Hours (voluntary and mandatory) in a rolling calendar year | ÷ | Nurse's FTE (expressed in annualized hours for the rolling calendar year) |
|---|---|---|

Cancelled Extra Shifts are not included in the Low Census hours.

1  
2 (c) The Low Census list will be updated every twelve (12) hours, and  
3 will be available for viewing on-line from a nurse's home, by nurses.  
4 Each nurse is responsible for checking the Low Census list and  
5 alerting his or her manager to any concerns with the calculation for  
6 that nurse or the nurse's relative placement on the list. The  
7 manager will use best efforts to investigate and make corrections, if  
8 needed, in a timely manner.

9  
10 (d) The Medical Center will record each nurse's total unpaid low  
11 census hours for the year to date on the low census list. "Unpaid  
12 low census hours" means scheduled working hours that the nurse  
13 did not work due to low census (whether mandatory or voluntary)  
14 and for which the nurse did not receive compensation (such as  
15 through the nurse's choice to use paid time off or otherwise). The  
16 Medical Center will highlight on the low census list any nurse who  
17 has received two hundred (200) or more hours of unpaid low  
18 census for the year.

19  
20 (e) Situations that will alter the assignment of Voluntary and Mandatory  
21 Low Census by the lowest Factor are:

- 22 i. The nurse's qualifications may not meet the needs of an  
23 area. Example: Charge nurse or clinical instructor required,  
24 new graduate available. Special care nurse needed, staff  
25 nurse available.
- 26
- 27 ii. The nurse whose turn it is to be off is already on an assigned  
28 day off.
- 29
- 30 iii. The Factor process shall be subject to temporary variation  
31 because of scheduled days off, absences, inability to contact  
32 the nurse whose turn in the rotation it is, or when the Medical  
33 Center cannot otherwise provide from among available and  
34 qualified nurses for the remaining work required to be done.
- 35

(f) The Medical Center will create a mechanism for tracking mandatory low census only.

8. Nurses' Status While on Voluntary Low-Census. A nurse may be placed by the Medical Center in one (1) of the following three (3) categories:

(a) Full Low Census. This means that the nurse is not obligated to the Medical Center for that shift.

(b) Partial Day Low Census.

i. With Standby for the patient care unit and/or cluster (for those units in a cluster). The nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate.

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

(c) Standby Shift for the patient care unit and/or cluster and/or cluster (for those units in a cluster). Nurses may be placed on standby, and if called into work, the standby provisions of this contract will apply (provided, however, that a nurse assigned "Low Census Standby" will have one hour to report to work, if called). Nurses called in from standby will be called in the reverse order of signing up.

9. Nurses' Status While on Mandatory Low-Census. The Medical Center will provide an alternate assignment (e.g. alternate patient care assignment, Health Stream mandatory education, chart audits, department projects) within nursing services to the nurse prior to any mandatory low census. The nurse may choose voluntary low census in lieu of the alternate assignment. A nurse may be placed by the Medical Center in one (1) of the following three (3) categories if they have not reached their cap:

- 1 (a) Full Low Census. This means that the nurse is not obligated to the  
2 Medical Center for that shift.  
3
- 4 (b) Partial Day Low Census. The nurse will be placed on standby for  
5 the patient care unit and/or cluster (for those units in a cluster) for a  
6 portion of the shift and will be given a scheduled time to report to  
7 work for a portion of the shift at the nurse's straight-time hourly rate.  
8 i. Without Standby. If the nurse agrees with the Medical  
9 Center's request for partial day low census without standby,  
10 the nurse will be given a scheduled time to report to work for  
11 a portion of the shift at the nurse's straight-time hourly rate,  
12 but will not be placed on standby for the other portion of the  
13 shift.  
14 ii. Partial shift reductions at the beginning of a day or evening  
15 shift nurse's schedule will be no greater than eight (8) hours.  
16 Partial shift reductions at the beginning of a twelve- (12-)  
17 hour night shift nurse's schedule will be no greater than four  
18 (4) hours.  
19
- 20 (c) Standby Shift for the patient care unit and/or cluster (for those units  
21 in a cluster), the nurse may be placed on standby, and if called into  
22 work, the standby provisions of this contract will apply (provided,  
23 however, that a nurse assigned "Low Census Standby" will have  
24 one hour to report to work, if called).  
25 i. For those units with staggered start and end times, the unit  
26 may call off nurses based on start and end times, rather than  
27 based on shift, subject to patient care needs. The unit may  
28 then offer available alternative shifts to the nurse who has  
29 been called off.  
30
- 31 10. If the Association believes that the process described herein for the  
32 preceding posted work schedule has resulted in inequitable distribution of  
33 such days not worked, it may ask to discuss this with the Medical Center.  
34 Upon such a request from the Association, the Medical Center will meet  
35 with an Association committee to review the matter and consider other

1 approaches. Regular nurses shall not suffer the loss of any benefits  
2 (excluding retirement) as a result of not working all or part of one of their  
3 scheduled working days under this section.  
4

- 5 11. Any nurse who has received two hundred (200) or more hours of unpaid  
6 low census (whether mandatory or voluntary) in that calendar year will not  
7 be required to take low census as long as there is another nurse on the  
8 same shift and unit and/or cluster (for those units in a cluster) who can be  
9 placed on low census and who has not yet received two hundred (200)  
10 hours of unpaid low census in that calendar year. However, in the event  
11 that the Medical Center determines that it is necessary to assign  
12 mandatory low census and all the nurses on the same shift and unit and/or  
13 cluster (for those units in a cluster) who can be placed on low census have  
14 received two hundred (200) hours or more of unpaid low census in that  
15 calendar year, mandatory low census shall be assigned according to the  
16 factor system set forth in this Article. Exceptions to this process may be  
17 made on the same criteria that the assignment of low census may be  
18 altered pursuant to this Article in Section A (6)(e) (such as ensuring that  
19 the remaining nurses' qualifications meet the needs of the unit and/or  
20 cluster). Nothing in this subsection will limit a nurse's ability to choose to  
21 volunteer for low census.  
22

- 23 B. Agency nurses will not be assigned to work on the shift of a patient care unit  
24 and/or cluster (for those units in a cluster) that a nurse is not working as scheduled  
25 because of being assigned time off under this section, except when the nurse is not  
26 working as a result of volunteering to take the time off.  
27

## 28 **ARTICLE 25 – SEPARABILITY**

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

1 the parties.

## 2 3 **ARTICLE 26 – SUCCESSORS**

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

## 12 **ARTICLE 27 – DURATION AND TERMINATION**

13 A. This Agreement shall be effective on its date of ratification, except as expressly  
14 provided otherwise in the Agreement, and shall remain in full force and effect until  
15 January 1, 2023, and annually thereafter unless either party hereto serves notice on the  
16 other to amend or terminate the Agreement as provided in this Article.

17  
18 B. If either party hereto desires to modify or amend any of the provisions of this  
19 Agreement, it shall give written notice to the other party not less than ninety (90) days in  
20 advance of January 1, 2023, or any January 1 thereafter that this Agreement is in effect.

21  
22 C. If either party hereto desires to terminate this Agreement, it shall give written  
23 notice to the other party not less than ninety (90) days in advance of January 1, 2023, or  
24 any January 1 thereafter that this Agreement is in effect.

25  
26 D. This Agreement may be opened by mutual agreement of the parties at any time.

## 27 28 **ARTICLE 28 – APPENDICES**

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

## 31 32 **ARTICLE 29 – TASK FORCE**

33 A. The parties reiterate their mutual commitment to quality patient care. In a joint  
34 effort to ensure optimal nursing care and maintain professional standards, a task force  
35 shall be established to examine nursing practice, staffing and payroll issues, status of

1 outstanding grievances that are not disciplinary, notices and updates regarding unit  
2 restructures, key nursing initiatives (which could include Magnet status, Releasing Time  
3 to Care, Medicare Hospital Value Based Purchasing) and Medical Center workplace  
4 process improvement projects. Agendas will be developed jointly along with an annual  
5 calendar scheduling routine outline updates (where possible). Agenda will include a  
6 schedule of staffing committee meetings. Failure of the task force to agree on a matter  
7 will not be grievable and will not be deemed to be a reopener of the Agreement.

8  
9 B. The Association shall appoint four (4) members to the task force, at least three  
10 (3) of whom shall be employed by the Medical Center.

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

14  
15 D. The task force shall meet at least once a month, or as otherwise agreed to by the  
16 Medical Center and the Association, to accomplish its assignment. Nurse members and  
17 one (1) designated nurse alternate shall be paid up to three (3) hours per month for  
18 attendance at task force meetings.

19  
20 E. The minutes and information furnished by the Medical Center to the Association  
21 and its task force members in connection with the functioning of the task force may be  
22 disclosed to other persons only by mutual agreement of the Medical Center and the  
23 Association.

IN WITNESS WHEREOF the Medical Center and the Association have executed this Agreement as of the 10th day of May, 2019 on which date it shall be effective except as specifically provided for otherwise in this Agreement.

For the Association:

  
Sabra Bederka, RN

  
Richard Botterill, RN

  
Beth Gately, RN

  
Rudolph Francis, RN


  
Christine Bernier, RN

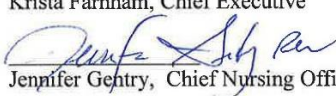
  
Kim Martin, RN


  
Kristin Harman, RN

  
Jaime Newman, Labor Relations Representative

For the Medical Center:

  
Krista Farnham, Chief Executive

  
Jennifer Gehry, Chief Nursing Officer

  
Jeannie Mikulic, Director of Human Resources

## **APPENDIX A – WAGES**

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

Effective the first full pay period following 1/1/2019: 2.75% across the board increase.

Effective the first full pay period following 1/1/2020: 2.5% across the board increase.

Effective the first full pay period following 1/1/2021: 2.5% across the board increase.

Effective the first full pay period following 1/1/2022: 2.5% across the board increase.

| Step | 2019    | 2020    | 2021    | 2022    |
|------|---------|---------|---------|---------|
| 1    | \$38.09 | \$39.04 | \$40.02 | \$41.02 |
| 2    | \$40.14 | \$41.14 | \$42.17 | \$43.22 |
| 3    | \$41.45 | \$42.49 | \$43.55 | \$44.64 |
| 4    | \$42.79 | \$43.86 | \$44.96 | \$46.08 |
| 5    | \$44.56 | \$45.67 | \$46.81 | \$47.98 |
| 6    | \$47.03 | \$48.21 | \$49.42 | \$50.66 |
| 7    | \$47.46 | \$48.65 | \$49.87 | \$51.12 |
| 8    | \$47.96 | \$49.16 | \$50.39 | \$51.65 |
| 9    | \$48.42 | \$49.63 | \$50.87 | \$52.14 |
| 10   | \$48.88 | \$50.10 | \$51.35 | \$52.63 |
| 11   | \$49.34 | \$50.57 | \$51.83 | \$53.13 |
| 12   | \$49.83 | \$51.08 | \$52.36 | \$53.67 |
| 13   | \$50.29 | \$51.55 | \$52.84 | \$54.16 |
| 14   | \$50.74 | \$52.01 | \$53.31 | \$54.64 |
| 15   | \$51.21 | \$52.49 | \$53.80 | \$55.15 |
| 16   | \$51.70 | \$52.99 | \$54.31 | \$55.67 |
| 17   | \$52.23 | \$53.54 | \$54.88 | \$56.25 |
| 18   | \$52.70 | \$54.02 | \$55.37 | \$56.75 |

|    |         |         |         |         |
|----|---------|---------|---------|---------|
| 19 | \$53.21 | \$54.54 | \$55.90 | \$57.30 |
| 20 | \$53.77 | \$55.11 | \$56.49 | \$57.90 |
| 21 | \$54.59 | \$55.95 | \$57.35 | \$58.78 |
| 22 | \$55.42 | \$56.81 | \$58.23 | \$59.69 |
| 25 | \$56.55 | \$57.96 | \$59.41 | \$60.90 |
| 30 | \$57.40 | \$58.84 | \$60.31 | \$61.82 |

\*A nurse will progress to Step twenty-five (25) after being on Step twenty-two (22) for three (3) years.

\*\*A nurse will progress to Step thirty (30) after being on Step twenty-five (25) or higher for five (5) years

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

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

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

E. Shift differentials:

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

| <u>Shift</u> | <u>Majority of Scheduled Hours are Between:</u> |
|--------------|---|
| Day          | 7 a.m. and 3 p.m.                               |
| Evening      | 3 p.m. and 11 p.m.                              |
| Night        | 11 p.m. and 7 a.m.                              |

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

Evening shift: Effective on the later of the date specified in Section A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement: \$2.80 per hour.

1 Night shift: Effective on the later of the date specified in Section A.1  
2 above or the initial date of the first full pay period beginning after  
3 ratification of this Agreement: \$5.75 per hour.  
4

- 5 3. A nurse who works daily overtime shall be paid shift differential, if any, for  
6 such overtime hours, according to the nurse's scheduled shift for that  
7 workday. However, if a nurse works two (2) or more hours of daily  
8 overtime in a workday, the applicable shift differential for such daily  
9 overtime hours shall be the higher of (a) the shift differential of the nurse's  
10 scheduled shift or (b) the shift differential of the shift in which the majority  
11 of such overtime hours are worked. For purposes of (b) in the preceding  
12 sentence, the day shift is considered to be 7:00 a.m. to 3:00 p.m., the  
13 evening shift 3:00 p.m. to 11:00 p.m., and the night shift 11:00 p.m. to  
14 7:00 a.m.  
15

16 F. Credit for prior experience: A newly hired nurse may be hired at any Step, but  
17 not less than the Step number that corresponds with the number of years of the nurse's  
18 related experience as a nurse employee of an accredited acute care hospital(s) during  
19 the immediately preceding five (5) years. Newly hired nurses will not be placed higher  
20 than step twenty-two (22) unless approved by the CNO. For nurses hired in the  
21 Behavioral Health Unit, experience at the Oregon State Hospital shall be counted as  
22 equal to that of an accredited acute care facility. A year of experience under this  
23 section is at least one thousand eight hundred seventy two (1,872) hours of related  
24 work. The Medical Center may, in its discretion, place a newly hired experienced nurse  
25 at a higher step rate of pay.  
26

27 G. A per diem nurse will be paid a differential of \$4.00 per hour in lieu of receiving  
28 PTO, EIT, and insurance benefits. A per diem nurse who has been continuously  
29 employed in a position in the bargaining unit for thirty (30) years or more will be paid a  
30 differential of \$6.00 per hour in lieu of receiving PTO, EIT, and insurance benefits.  
31

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

I. A nurse temporarily assigned to a higher position shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four (4) hours or more.

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

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

L. Weekend differential:

1. Effective upon ratification of this Agreement, a regular nurse will be paid a weekend differential of \$10.00 per hour worked on a weekend shift which is part of a schedule under which the nurse has agreed to work at least sixteen (16) weekend shift hours every weekend and is doing so at the Medical Center's request defined as the request of or agreement of a unit supervisor or manager or because of a job posting.

2. A per diem nurse will be paid a weekend differential of \$6.00 per hour worked on a weekend shift which exceeds two (2) weekend shifts worked in a schedule period, excluding weekend shifts worked as a result of trades. A nurse may waive this differential by requesting in writing, at least two (2) weeks before the posting of a schedule, to be scheduled at least eight (8) weekend shifts in that schedule.

3. A weekend shift is defined as a shift whose scheduled beginning time is within a forty-eight-hour period commencing at 12:01 a.m. Saturday, or for night shift employees, the beginning of the night shift closest thereto.

1           4.     For hours worked on a weekend shift when the nurse is not eligible for the  
2                 weekend differential specified in either subsection one (1) or two (2) above  
3                 the nurse will be paid a weekend differential of \$1.25 per hour worked.

4  
5           5.     No weekend differential will be paid for any unworked hours.  
6

7   M.    Extra shift differential:

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

25  
26           2.     A per diem nurse will be paid an extra shift differential, in the applicable  
27                 amount specified in the preceding paragraph, for all hours worked in  
28                 excess of sixty-four (64) in the pay period when such excess hours result  
29                 from the nurse's working extra shift(s) of at least four (4) hours each in  
30                 duration, at the request of the Medical Center. For the purposes of the  
31                 preceding sentence, hours actually worked, hours not worked because of  
32                 the application of Article 24, Low Census, and hours not worked because  
33                 the Medical Center has required attendance at a specific education  
34                 program, will be counted in determining eligibility for this extra shift  
35                 differential. Hours worked in determining eligibility for this extra shift

differential will not include hours worked as a result of trades or of being called in to work while on standby on-call.

- 3.
- If, prior to the date of posting the schedule, a regular or per diem nurse notifies the person responsible for staffing his or her patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order:

(a) regular nurses, in order of their seniority, who agree to waive extra shift differential for the extra shift and who would not become eligible for payment of overtime rates in connection with working the extra shift;

(b) per diem nurses, in order of their seniority, if the nurse's total hours worked are expected to be sixty-four (64) or fewer hours in the pay period;

(c) regular nurses, in order of their seniority; and

(d) per diem nurses, in order of their seniority, if the nurse's total hours worked are expected to be in excess of sixty-four (64) hours in the pay period.

- 4.
- If, once the schedule is posted, a regular or per diem nurse notifies the person responsible for staffing his or her patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the order in which the notifications are received. However, if two (2) or more nurses give such notification on the same date and at least thirty-six (36) hours before the shift's starting time, the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order:

(a) regular nurses, in order of their seniority; and

(b) per diem nurses, in order of their seniority.

1           5.     Subsections 3 and 4 above establish preferences when extra shift work is  
2                 actually assigned in the circumstances described, it being understood that  
3                 there is no guarantee that all nurse requests for extra shift work will be  
4                 granted.

5  
6           6.     A nurse who is assigned to work a particular shift under subsections 3 or 4  
7                 above and who does not work the shift as assigned, will not be given  
8                 preference for the next schedule period.

9  
10          7.     If a regular nurse's FTE status is reduced or a regular nurse changes to  
11                 intermittently employed status, the extra shift differential will be payable to  
12                 the nurse only for extra shifts worked after the completion of thirteen (13)  
13                 full pay periods following the nurse's FTE reduction or change in status,  
14                 provided, however, that this provision will not apply if a nurse reduces  
15                 his/her FTE from 1.0 to 0.9 FTE by accepting a full-time thirty-six-hour per  
16                 week position.

17  
18          8.     A weekend shift has the same definition as under Section L above.

19  
20          9.     No extra shift differential will be paid for any unworked hours.

21  
22   N.     Preceptor differential: A nurse assigned as a preceptor will be paid a differential  
23   of \$2.00 per hour worked as a preceptor. A preceptor is a nurse who is designated by  
24   his or her nurse manager to: assess the learning needs of (a) an inexperienced, re-  
25   entry, or new-to-specialty nurse or (b) a capstone, immersion, practicum or student of  
26   similar level; plan that person's learning program; provide direct guidance to that  
27   person's learning program or implement such program; provide direct guidance and  
28   supervision to that person during the program; and, in conjunction with the nurse  
29   manager and/or designee, evaluate that person's progress during the program.

30  
31   O.     Float Pool Nurses: A nurse assigned to the float pool will be paid a differential of  
32   \$1.25 per hour.

**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 on-call shall be paid \$4.75 per hour on-call. If called in to work during an on-call shift, 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, clinical ladder, and AHN differentials.

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.

1                   **APPENDIX C – CERTIFICATION AND CLINICAL LADDER**

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

4           1.       The nurse must have a current nationally recognized certification on file  
5                   with Human Resources for the area where the nurse works a significant  
6                   number of hours. Initial eligibility for the certification differential will begin  
7                   on the first full pay period following submission to Human Resources.  
8                   Eligibility for the certification differential will cease beginning with the first  
9                   full pay period following the expiration date of the certification, unless the  
10                  nurse submits proof to Human Resources of certification renewal before  
11                  that date. If the proof is submitted to Human Resources within sixty (60)  
12                  days after that date, the certification differential will be paid from the  
13                  renewal date. If the proof is submitted Human Resources more than sixty  
14                  (60) days after the renewal date, the certification differential will be  
15                  resumed beginning with the first full pay period following the submission.

16  
17          2.       A nurse will be deemed to have worked a significant number of hours in  
18                   the area if at least one-half of the nurse's hours worked are in that area.

19  
20                   The Medical Center may, in its discretion, determine that some lower  
21                   proportion of hours worked in an area qualifies as a significant number of  
22                   hours worked for the purposes of this section.

23  
24          3.       Only one (1) certification and one (1) certification differential will be  
25                   recognized at a time for the purposes of this section.

26  
27          4.       On the recommendation of the PNCC or otherwise, the Medical Center  
28                   may, in its discretion, specify areas and certifications; provided, however,  
29                   there shall not be less than one certification recognized for each area  
30                   covered by this Agreement, including but not limited to the following:

| Area                   | Certification   |
|------------------------|---|
| Med/Surg               | ANA Medical/Surgical Nursing  |
| Day/Surg               | ANA Child/Adolescent Nursing  |
| Float                  | National Oncology Nurses Society<br>Diabetes Nurse Educators' Association<br>ANA Gerontology<br>ANA Nurse Practitioner in Gerontology, Pediatrics,<br>Adult Nursing or Family Nursing |
| Surgery                | Association Operating Room Nurses   |
| Critical Care          | American Association Critical Care Nurses   |
| IV Therapy             | Intravenous Nurses Society  |
| Emergency              | Emergency Nurses Association  |
| Family Maternity       | ANA Maternal and Child Nurses<br>Association of College of Obstetrics and<br>Gynecology<br>ANA High Risk Perinatal Nurse  |
| Recovery               | American Society of Post Anesthesia Nurses  |
| Orthopedics            | Orthopedic Nurse Certified  |
| Neuroscience           | Certified Neuro Registered Nurse<br>Stroke Certified Registered Nurse   |
| Rehabilitation         | National Association of Rehabilitation Nurses   |
| Kidney Dialysis Assoc. | American Nephrology Nurse   |

B. Clinical Ladder Program: The program existing on January 1, 2015, will continue in its entirety for the duration of this Agreement, except that (1) the compensation for Levels II, III, and IV are, respectively, \$1.60, \$2.90, and \$4.50 per hour, and (2) the program will be subject to termination or other modification only in accordance with Article 27- Duration and Termination of this Agreement.

C. Additional Education Leave: Nurses approved for, and participating at Level II, III, or IV of the Clinical Ladder Program, or who have been approved and receive payment for a Certification Differential, shall be eligible for eight (8) hours of paid education leave annually, in addition to those hours to which the nurse might otherwise be entitled pursuant to Article 20, Section E.1.

1 D. Educational Expense Reimbursement.

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

6  
7 2. Nurses approved for, and participating at Level III, or IV of the Clinical  
8 Ladder Program, or who have been approved and receive payment for a  
9 Certification Differential ("Certified Nurses"), shall be eligible for the  
10 following amounts, in addition to the expense reimbursements they may  
11 otherwise qualify for pursuant to subsection D 1 above, to defray the cost  
12 of registration and attendance in connection with the additional paid  
13 educational leave set forth in section C above:

14 (a) Certified Nurses, and Level III: up to \$250.00

15  
16 (b) Level IV Nurses only: \$350.00

1                   **APPENDIX D – HEALTH, DENTAL, AND VISION INSURANCE**

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

7  
8   Benefits Eligibility: Any nurse who is in an assigned FTE of 0.5 FTE to 0.74 FTE will be  
9   considered part-time for the purposes of benefits.

10  
11   Any nurse who is in an assigned FTE of 0.75 or greater will be considered full-time for  
12   the purpose of benefits.

1 **A. Medical Benefit Design In-Network**

2 [NOTE – all charts have been updated to accurately reflect the 2019 medical plans]

| <b>In-Network Plan Feature</b>                                    | <b>Health Reimbursement (HRA) Medical Plan</b>  | <b>Health Savings (HSA) Medical Plan</b>  |
|---|---|---|
| Annual deductible   | \$1,150.00 per person.<br>\$2,300.00 max per family                                       | \$1,500..00 per employee only.\$3,000.00 if covering dependents                           |
| Annual out-of-pocket maximum (with deductible)                    | \$3,300.00 per person<br>\$6,600.00 max per family  | \$3,000.00 per employee only<br>\$6,000.00 if covering dependents                         |
| Preventive Care   | No charge   | No charge   |
| Primary Care Provider visits (non-preventive)                     | PCP: \$20.00 copay  | PCP: 10% after deductible   |
| Specialist visits (non-preventive)                                | Tier I: 10% after deductible<br>Tier II: 20% after deductible                             | Tier I:10% after deductible<br>Tier II: 20% after deductible                              |
| Lab and x-ray   | 20% after deductible  | 20% after deductible  |
| Alternative care (chiropractic, acupuncture)                      | 20% after deductible<br>Combined 12 visit limit per calendar year; all therapies combined | 20% after deductible<br>Combined 12 visit limit per calendar year; all therapies combined |
| Naturopathy   | Covered as Specialist   | Covered as Specialist   |
| Outpatient behavioral health care providers                       | No charge   | No charge after deductible  |
| Outpatient hospital/surgery facility fees (except hospice, rehab) | Tier I: 10% after deductible<br>Tier II: 25% after deductible                             | Tier I: 10% after deductible<br>Tier II: 25% after deductible                             |
| Inpatient hospital facility fees, including behavioral health     | Tier I: 10% after deductible<br>Tier II: 25% after deductible                             | Tier I: 10% after deductible<br>Tier II: 25% after deductible                             |
| Hospital physician fees   | Tier I: 10% after deductible<br>Tier II: 20% after deductible                             | Tier I:10% after deductible<br>Tier II: 20% after deductible                              |
| Emergency room  | \$250.00 copay (waived if admitted)   | 20% after deductible  |
| Urgent Care professional fees                                     | Tier I: 10% after deductible<br>Tier II: 20% after deductible                             | Tier I: 10% after deductible<br>Tier II: 20% after deductible                             |
| Maternity Pre-natal as Preventive Care                            | No Charge   | No Charge   |
| Delivery and Post-natal Provider Care                             | No Charge   | Tier I: 10% after deductible<br>Tier II: 20% after deductible                             |
| Maternity Hospital Stay and Routine Nursery                       | Tier I: 10% after deductible<br>Tier II: 25% after deductible                             | Tier I: 10% after deductible<br>Tier II: 25% after deductible                             |

| Plan Provision   | EPO Medical Plan<br>Portland metro area only       |
|--|--|
| Annual Deductible                                      | \$300.00 per person<br>\$900.00 max per family     |
| Annual Out-of-Pocket<br>Maximum                        | \$2,500.00 per person<br>\$7,500.00 max per family |
| Preventive Care  | No charge  |
| Primary Care Office Visit                              | \$20.00 copay                                      |
| Specialist Office Visit                                | \$40.00 copay                                      |
| X-ray and Laboratory                                   | 20% after deductible                               |
| In-patient hospital facility<br>fees                   | 20% after deductible                               |
| Hospital physician fees                                | 20% after deductible                               |
| Outpatient<br>hospital/surgery facility<br>fees        | 20% after deductible                               |
| Emergency Room (in-<br>network and out-of-<br>network) | \$250.00 copay, waived if<br>admitted              |
| Outpatient behavioral<br>health                        | 0%   |
| Express Care Virtual                                   | \$0  |
| Express Care Clinics                                   | \$10.00 copay                                      |
| Urgent care  | \$60.00 copay                                      |

1 <sup>1</sup> No PCP referral required for specialist care

## B. Medical Premiums

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

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

\*without health incentive

### C. Prescription Drug Design In-Network

| Plan Feature  | Health Reimbursement<br>(HRA) Medical Plan  | Health Savings Medical<br>(HSA) Plan  |
|---|---|---|
| Tier I Network Retail Pharmacies<br>(30-day supply)                       | Preventive: No charge<br><br>Generic: \$10.00 copay<br><br>Formulary brand: 20% of cost after deductible (maximum \$150.00 per Rx)<br>Non-Formulary brand: 40% of cost after deductible (maximum \$150.00 per Rx)     | Preventive: No charge<br><br>Generic: 10% after deductible<br><br>Formulary brand: 20% of cost after deductible (maximum \$150.00 per Rx)<br><br>Non-formulary brand: 40% of cost after deductible (maximum \$150.00 per Rx after deductible) |
| Tier II Network Retail Pharmacies:<br>(30-day supply)                     | Preventive: No charge<br><br>Generic: \$10.00 copay<br><br>Formulary brand: 30% of cost after deductible (maximum \$150.00 per Rx)<br><br>Non-Formulary brand: 50% of cost after deductible (maximum \$150.00 per Rx) | Preventive: No charge<br><br>Generic: 10% after deductible<br><br>Formulary brand: 30% of cost after deductible (maximum \$150.00 per Rx)<br><br>Non-Formulary brand: 50% of cost (maximum one hundred fifty \$150.00 per Rx)                 |
| Mail order (90-day supply)  | 3 times retail copay  | 3 times retail copay  |
| Specialty (30-day supply) from Plan designated pharmacy network providers | 20% after deductible (maximum \$150.00 per Rx)  | 20% after deductible (maximum \$150.00 per Rx)  |

| <b>Plan Provision</b>  | <b>EPO Medical Plan – Portland<br/>Portland-metro area only</b>    |
|--|--|
| Covered pharmacies   | Tier I and Tier II network retail pharmacies covered at same level |
| Annual medical/Rx deductible   | Deductible does not apply to prescription drugs                    |
| Preventive drugs   | No charge  |
| Generic drugs, 30 day supply   | \$10.00 copay  |
| Formulary brand name drugs, 30 day supply                                  | 20% coinsurance maximum of \$75.00 per prescription                |
| Non-formulary brand name drugs, 30 day supply                              | 40% coinsurance maximum of \$125.00 per prescription               |
| Specialty drugs, 30 day supply, only at plan-designated specialty pharmacy | 20% coinsurance maximum of \$200.00 per prescription               |
| 90- day supply/mail order  | 3 times retail cost  |

**D. Medical Savings Account**

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

| Plan Feature  | Health Reimbursement<br>(HRA) Medical Plan         | Health Savings (HSA)<br>Medical Plan                          |
|---|--|---|
| Earned health incentive contribution<br>Note: Amounts are prorated for nurses hired mid-year    | \$700.00 per person<br>\$1,400.00 max per family   | \$700.00 employee only<br>\$1,400.00 if covering dependents   |
| Annual in-network net deductible (deductible minus full health incentive)                       | \$450.00 per person<br>\$900.00 max per family     | \$800.00 employee only<br>\$1,600.00 if covering dependents   |
| Annual in-network out-of-pocket maximum (with in-network deductible)                            | \$3,300.00 per person<br>\$6,600.00 max per family | \$3,000.00 employee only<br>\$6,000.00 if covering dependents |
| Annual in-network net out-of-pocket maximum (out-of-pocket maximum minus full health incentive) | \$2,600.00 per person<br>\$5,200.00 max per family | \$2,300.00 employee only<br>\$4,600.00 if covering dependents |

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

**E. Coordination of Benefits.**

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

**F. Dental**

| Plan Feature   | Delta Dental PPO 1500          |                                    | Delta Dental PPO 2000          |                                    |
|--|--------------------------------|------------------------------------|--------------------------------|------------------------------------|
|  | PPO Dentist                    | Premier and Non-PPO Dentist        | PPO Dentist                    | Premier and Non-PPO Dentist        |
| <b>Diagnostic and Preventative</b>   |                                |                                    |                                |                                    |
| X-rays, Study Models<br>Prophylaxis (cleaning),<br>Periodontal Maintenance,<br>Fissure Sealants,<br>Topical Fluoride,<br>Space Maintainers,<br>Resin Restoration | No cost and no deductible.     | 20% of the cost and no deductible. | No cost and no deductible.     | 20% of the cost and no deductible. |
| <b>Restorative</b>   |                                |                                    |                                |                                    |
| Fillings, Stainless Steel Crowns,<br>Oral Surgery (teeth removal)<br>Denture Insertion<br>Treatment of pathological conditions and traumatic mouth injuries      | Deductible and 20% of the cost | Deductible and 30% of the cost     | Deductible and 20% of the cost | Deductible and 30% of the cost     |
| General Anesthesia<br>Intravenous Sedation   | Deductible and 20% of the cost | Deductible and 30% of the cost     | Deductible and 20% of the cost | Deductible and 30% of the cost     |
| Endodontics<br>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,<br>Post and core on endodontically treated teeth  | Deductible and 50% of the cost | Deductible and 50% of the cost | Deductible and 50% of the cost                                    | Deductible and 50% of the cost |
| Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance,<br>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   | \$1,500.00 per person          | \$1,500.00 per person          | \$2,000.00 per person   | \$2,000.00 per person          |
| Annual Deductible Per person  | \$50.00                        | \$50.00                        | \$50.00   | \$50.00                        |
| Annual Deductible Family Maximum  | \$150.00                       | \$150.00                       | \$150.00  | \$150.00                       |
| Orthodontia   | Not covered                    |                                | 50% after \$50.00 lifetime deductible \$2,000.00 lifetime maximum |                                |

## G. Dental Premiums

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

| Level of Benefit            | Delta Dental PPO 1500 |         | Delta Dental PPO 2000 |         |
|-----------------------------|-----------------------|---------|-----------------------|---------|
| Full Time                   | 2019                  | 2020    | 2019*                 | 2020*   |
| Employee Only               | \$0.00                | \$0.00  | \$3.76                | \$3.76  |
| Employee and child(ren)     | \$4.47                | \$4.78  | \$10.49               | \$11.22 |
| Employee and Spouse/Partner | \$7.45                | \$7.45  | \$14.98               | \$14.98 |
| Employee and Family         | \$11.91               | \$12.74 | \$21.70               | \$23.21 |
| Part Time                   | 2019                  |         | 2019                  |         |
| Employee Only               | \$4.96                | \$4.96  | \$8.72                | \$8.72  |
| Employee and child(ren)     | \$10.92               | \$11.68 | \$16.94               | \$18.12 |
| Employee and Spouse/Partner | \$14.89               | \$14.89 | \$22.42               | \$22.42 |
| Employee and Family         | \$20.84               | \$22.30 | \$30.63               | \$32.77 |

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

## H. Vision

| Plan Feature   | Vision Service Plan network providers   |
|--|---|
| Eye Exam (every 12 months)   | \$15.00 co-pay  |
| Prescription Lenses (every 12 months)  |   |
| Single vision, lined bifocal and lined trifocal lenses   | Covered in Full   |
| Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating | Covered in Full   |
| Polycarbonate lenses for dependent children  | Covered in Full   |
| Frame (every 24 months)  | \$120.00 (or up to \$65 at Costco) and then 20% off any additional cost above \$120.00. |
| Contact Lens (every 12 months)   | \$200.00 in lieu of prescription glasses  |

The \$200.00 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation) provided the nurse does not purchase glasses.

**I. Vision Premiums.**

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

| Level of Benefit            |         |         |
|-----------------------------|---------|---------|
| Full-Time                   | 2019    | 2020    |
| Employee Only               | \$2.96  | \$2.82  |
| Employee and child(ren)     | \$5.32  | \$5.08  |
| Employee and Spouse/Partner | \$5.91  | \$5.65  |
| Employee and Family         | \$8.86  | \$13.56 |
| Part-Time                   | 2019    | 2020    |
| Employee Only               | \$4.73  | \$4.52  |
| Employee and child(ren)     | \$8.51  | \$8.14  |
| Employee and Spouse/Partner | \$9.46  | \$9.04  |
| Employee and Family         | \$14.18 | \$13.56 |

**J. Working Spouse Surcharge**

The nurses will participate in the working spouse surcharge on the same basis as the majority of the Medical Center's non-represented employees as follows: If the nurse's spouse has access to a medical plan through his or her employer, but waives that coverage and instead enrolls in a Providence medical plan, a \$150.00 monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in \$75.00 increments twice a month. The surcharge will not apply if the nurse's spouse:

1. Does not have coverage through his or her employer, is not employed or is self-employed.
2. Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage).

- 1           3.     Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and  
2                 is their only other coverage).
- 3
- 4           4.     Is a Providence benefits-eligible employee.
- 5
- 6           5.     Has employer-provided medical coverage with an annual in-network out-  
7                 of-pocket maximum greater than \$6,600.00 for employee-only coverage  
8                 and \$13,200.00 if covering dependents. The amount of the maximum may  
9                 be adjusted annually, not to exceed the annually adjusted out-of-pocket  
10                limit under the Affordable Care Act or other measure as determined by the  
11                Plan in the event the Affordable Care Act is repealed during the term of  
12                the contract.

1 **MEMORANDUM OF UNDERSTANDING –**

2 **SCHEDULING PRACTICES IN THE DEPARTMENTS OF SURGERY, EMERGENCY,**

3 **KIDNEY DIALYSIS AND FLOAT POOL**

4 It is understood by the parties that the Departments of Surgery, Emergency, the Kidney  
5 Dialysis Unit and Nursing Float Pool regularly schedule nurses to work different shifts.

6 Such practices may continue and are accepted as an exception to the provisions of  
7 Articles 8 and 9, Section C.

**MEMORANDUM OF UNDERSTANDING – CHARGE NURSES**

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

1                   **MEMORANDUM OF UNDERSTANDING – CONTRACT TRAINING**

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

**MEMORANDUM OF UNDERSTANDING –**  
**OPERATING ROOM PAID TIME OFF SCHEDULING PROCESS**

The Medical Center and the Association hereby agree that the nurses will follow the provisions of Article 5 of the collective bargaining agreement. The parties further, agree, that the following provisions are additional unit-specific processes for the registered nurses working in the Operating Room.

A. Definitions

1. "Prime time" in the Operating Room is defined as the months of June, July and August and December.

2. There are three (3) vacation scheduling block periods: See Article 5 for Scheduling Periods. The number of nurses that can be on PTO at any given time will be posted one (1) month in advance of these three (3) scheduling block periods.

B. PTO Determination. Based on current staffing in the operating room, at least six percent (6%) of PT eligible RNs, consistent with core staffing requirements could be off work weekly for scheduled PTO purposes. The parties acknowledge that the number of regular nurses and staffing needs may change in which case there will be discussion with the RNs in the unit to determine the percentage of RNs who may be off on scheduled PTO per week. The percentage will be converted into a number so that it can easily be determined how many nurses may be scheduled off with PTO. If the decimal place determining the number of nurses off is greater than 0.5, then the number of nurses will be rounded to the next highest number and conversely rounded to the lower number when there is a decimal place of 0.49 or less.

C. The PTO sign up process.

1. There will be three (3) four-month PTO schedules posted per year. Prior to the scheduling process beginning a seniority list will be posted. The list will then be divided into thirds.
  - a. Tier one (1) will consists of the one third of nurses with the most seniority.

- 1           b.     Tier two (2) will consist of the next one third of the nurses who are  
2                 not in the first category based on seniority.  
3  
4           c.     Tier three (3) will consist of all the nurses whose seniority is not  
5                 enough to have them in the tier one (1) or tier (2) two groups.  
6

- 7           2.     In the first week of the PTO scheduling period, tier one (1) nurses will sign  
8                 up for PTO.  
9  
10          3.     In the second week of the PTO scheduling period, tier two (2) nurses will  
11                 sign up for PTO.  
12  
13          4.     In the third week of PTO scheduling period, tier three (3) nurses will sign  
14                 up for PTO.  
15  
16          5.     The fourth or last week of the PTO scheduling period, will be available to  
17                 any nurse based on seniority to sign up for any additional PTO time that  
18                 has not been taken.  
19

20                 Managers will make visible to all nurses the dates that have been chosen  
21                 by the more senior nurses.  
22

23   D.     Prime Time PTO request.

- 24          1.     All nurses taking or making PTO requests during prime time will be limited  
25                 to a maximum of two (2) weeks.  
26  
27          2.     A nurse must request the actual days that he or she wishes to be gone.  
28                 The nurse should not just request the days that he or she projects he/she  
29                 will need. (For example, the nurse wants the first week in March off on  
30                 PTO. He or she should request the actual days March 3-9 not the days he  
31                 or she believes they might be scheduled for.)  
32  
33          3.     If a nurse wants to trade days off or days worked or arrange his or her  
34                 schedule differently to extend his or her time off with normal days off, he

- 1 or she may do so with the approval of management. Trades granted will  
2 not incur additional overtime and staffing levels must be maintained.  
3  
4 4. The PTO scheduling process is not to be used to request blocks of time  
5 off: it is not to be used to arrange one's schedule, i.e. putting in PTO for  
6 every Monday off all summer.

1 **MEMORANDUM OF UNDERSTANDING –**

2 **EMERGENCY DEPARTMENT PAID TIME OFF SCHEDULING PROCESS**

3 The Medical Center and the Association hereby agree that the nurses will follow the  
4 provisions of Article 5 of the collective bargaining agreement. The parties further,  
5 agree, that the following provisions are additional unit-specific processes for the  
6 registered nurses working in the Emergency Department.

7  
8 A. Definitions

9 1. “Prime time” in the Emergency Department is defined as the months of  
10 June, July and August and December.

11  
12 2. There are two shifts for purposes of Paid Time Off (PTO) scheduling,  
13 based on the time the nurse’s shift *begins*: A shift= 0700-1200 and B  
14 shift=1300-1900. Nurses with rotating start times for their shifts are  
15 included in the block where the majority of their hours have been worked  
16 in the preceding 6 months.

17  
18 3. There are three (3) vacation scheduling block periods: See Article 5 for  
19 Scheduling Periods. The number of nurses that can be on PTO at any  
20 given time will be posted one (1) month in advance of these three (3)  
21 scheduling block periods.

22  
23 B. In the Emergency Department, at least fifteen percent (15%) of benefitted nurses  
24 on day shift (0700 to 1200 start times) and ten percent (10%) of those benefitted  
25 nurses on evening and night shift (1300 to 1900 start times) can be scheduled for  
26 PTO. The parties acknowledge that the number of nurses as well as staffing  
27 needs may change, in which case there will be discussion with the RNs prior to  
28 the biannual PTO sign up in the unit to determine the number of RNs who may  
29 be off on scheduled PTO per week. The percentage will be converted into a  
30 number so that it can easily be determined how many nurses may be scheduled  
31 off with PTO. If the decimal place determining the number of nurses off is  
32 greater than .5, then the number of nurses will be rounded to the next highest  
33 number and conversely rounded to the lower number when there is a decimal  
34 place of .49 or less.

1 C. The PTO sign up process.

2 1. There will be three (3) four-month PTO schedules posted per year. Prior  
3 to the scheduling process beginning a seniority list will be posted. The list  
4 will then be divided into thirds.

5 (a) Tier one (1) will consists of the one third of nurses with the most  
6 seniority.

7  
8 (b) Tier two (2) will consist of the next one third of the nurses who are  
9 not in the first category based on seniority.

10  
11 (c) Tier three (3) will consist of all the nurses whose seniority is not  
12 enough to have them in the tier one or tier two groups.

13  
14 2. In the first week of the PTO scheduling period, tier one nurses will sign up  
15 for PTO.

16  
17 3. In the second week of the PTO scheduling period, tier two nurses will sign  
18 up for PTO.

19  
20 4. In the third week of PTO scheduling period, tier three nurses will sign up  
21 for PTO.

22  
23 5. The fourth or last week of the PTO scheduling period, will be available to  
24 any nurse based on seniority to sign up for any additional PTO time that  
25 has not been taken.

26 D. Prime Time PTO request.

27 1. From and after the nurses' most recent date of employment until the  
28 nurse's fourth (4<sup>th</sup>) anniversary of continuous employment, the nurse may  
29 take 1 week of Prime Time in a calendar year.

30  
31 2 From and after the nurse's fourth (4<sup>th</sup>) anniversary of continuous  
32 employment until the nurse's ninth (9<sup>th</sup>) anniversary of continuous

employment, the nurse may take two weeks of Prime Time in a calendar year.

3. From and after the nurse's ninth (9<sup>th</sup>) anniversary of continuous employment until the nurse's twentieth (20<sup>th</sup>) anniversary of continuous of employment, the nurse may take three weeks of Prime Time in a calendar year.

4. Nurses with twenty years or more of employment can take up to four weeks of Prime Time in a calendar year.

E. Miscellaneous.

1. No nurse will be granted PTO above the nurse's Prime Time limitations unless there are additional PTO days available (as calculated by the Medical Center) during or after the fourth week of PTO scheduling. Requests during or after that third week of PTO scheduling will be granted based on seniority.

2. Prime time PTO, once granted, will count towards a nurse's yearly accrual. Nurses who choose to not take their granted Prime Time PTO may not reschedule this Prime Time later in the calendar year unless rescheduling was done to accommodate a request of the Medical Center.

3. A nurse must request the actual days that he or she wishes to be gone. The nurse should not just request the days that he/she projects he or she will need, as blocks can change over time. (For example, the nurse wants the first week in March off on PTO. He or she should request the actual days March 3-9 not the days he/she believes they might be scheduled for.)

4. If a nurse wants to trade days off or days worked or arrange his or her schedule differently to extend his or her time off with normal days off, he or she may do so with the approval of management. Trades granted will not incur additional overtime, roles must match and staffing levels must be maintained.

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  - 2
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  - 10
5. The PTO scheduling process is not to be used to request blocks of time off: it is not to be used to rearrange one's schedule, i.e. submitting PTO for every Monday off all summer.
6. PTO requests that are received outside of the tri-annual sign up periods that would take the requests above the percentage or number that can be scheduled will be responded to as soon as possible by the scheduler. The latest date of response will be the contractual posting date for the time period requested by the staff member.

1 **MEMORANDUM OF UNDERSTANDING –**

2 **MATERNITY DEPARTMENT PAID TIME OFF SCHEDULING PROCESS**

3 The Medical Center and the Association hereby agree that the nurses will follow the  
4 provisions of Article 5 of the collective bargaining agreement. The parties further,  
5 agree, that the following provisions are additional unit-specific processes for the  
6 registered nurses working in the Maternity Department.

7 A. Definitions

8 1. “Prime time” in the Maternity Department is defined as the months of  
9 June, July and August and December.

10  
11 2. There are three (3) vacation scheduling block periods: See Article 5 for  
12 Scheduling Periods. The number of nurses that can be on PTO at any  
13 given time will be posted one (1) month in advance of these three (3)  
14 scheduling block periods.

15  
16 3. The Maternity Department is divided into three (3) operating units: Labor  
17 and Delivery/Triage Unit, the Mother Baby Unit and the Perinatal Special  
18 Care Unit.

19  
20 B. PTO Determination. The number of persons who may be on pre-scheduled PTO per  
21 shift, per day will be defined annually at the unit level by the Maternity Department nurse  
22 manager in the first week of December of each year. In the event that a unit subsequently  
23 undergoes a significant staffing increase or decrease, the unit manager may adjust the number  
24 of nurses who may be on pre- scheduled PTO at one time consistent with the change in staffing  
25 no later than the first week of May each year. A nurse who regularly works on the evening shift  
26 will be considered as day shift for the purpose of PTO scheduling.

27  
28 C. The PTO sign up process.

29 1. There will be three (3) four-month PTO schedules posted per year. A  
30 seniority list will be posted prior to the start of each request period. The  
31 seniority list will be divided into three tiers.

32 (a) Tier one will consist of the top one third seniority nurses.

33  
34 (b) Tier two will consist of the next one third most senior nurses.

(c) Tier three will consist the lowest one third seniority nurses.

2. In the first week of the PTO scheduling period, tier one nurses will sign up for PTO.

3. In the second week of the PTO scheduling period, tier two nurses will sign up for PTO.

4. In the third week of PTO scheduling period, tier three nurses will sign up for PTO.

5. The fourth or last week of the PTO request period, will be open for any nurse to sign up for additional PTO time that is still open and available.

Managers will make visible to all nurses the dates that have been chosen by the more senior nurses.

D. Prime Time PTO request.

1. From a nurses' first employment PTO eligibility until the nurses' ninth (9th) anniversary of continuous employment, s/he may take up to two (2) weeks of Prime Time in a calendar year.

2. From a nurses' ninth (9<sup>th</sup>) anniversary of continuous employment until the nurse's twentieth (20<sup>th</sup>) anniversary of continuous employment, s/he may take up to three (3) weeks of Prime Time in a calendar year

3. Nurses with twenty years or more of continuous employment may take up to four (4) weeks of Prime Time in a calendar year.

E. Miscellaneous.

1. PTO will only be approved if it is projected that the nurse will have enough PTO accrued at the time of the requested vacation to cover the duration of the time off. Refer to Article 5-Paid Time Off, Section E-Scheduling, Number 9.

- 1           2.     Nurses who resubmit a PTO request after their initial request was  
2                 approved will not be approved for the new request, i.e. nurses who choose  
3                 not to take their approved PTO may not reschedule this Prime Time later  
4                 in the year. The only exception to this will be if the rescheduling was done  
5                 to accommodate an request of the Medical Center.  
6
- 7           3.     A nurse must request the actual days that she or he wishes to be gone.  
8                 The nurse should not just request the days that s/he projects she or he will  
9                 need based on a current work schedule, as this can change over time.  
10                (For example, the nurse wants the first week in March off on PTO. S/he  
11                should request the actual days March 3-9 not the days s/he believes they  
12                might be scheduled for.)  
13
- 14          4.     If a nurse wants to trade days off or days worked or arrange his or her  
15                 schedule differently to extend his/her time off with regular days off, s/he  
16                 may do so with the approval of management. Trades granted will not  
17                 incur additional overtime, and staffing levels and skill mix must be  
18                 maintained. Additionally, the nurse may only trade with a nurse from a unit  
19                 in which she or he is competent.  
20
- 21          5.     The PTO scheduling process is not to be used to request blocks of time  
22                 off: it is not to be used to rearrange one's schedule, i.e. submitting PTO for  
23                 every Monday off all summer.

1 **MEMORANDUM OF UNDERSTANDING**

2 **REGARDING 2019 HEALTH INSURANCE OPTION**

3 Subject to the provisions of Article 15, the Medical Center agrees to offer nurses an  
4 HMO-like plan that limits benefits to care provided by in-network providers, starting in  
5 Plan Year 2020. The exclusive provider organization (EPO) network for the HMO-like  
6 medical plan will be made up of Providence Health & Services facilities and Providence  
7 Medical Group as well as other partner organizations. The Medical Center agrees that  
8 the HMO-like plan will have features similar to those outlined below.

9  
10 The HMO-like plan will require that care be provided by an EPO network to be defined  
11 by the employer. It will be necessary for plan participants to select a primary care  
12 provider (PCP) from a list of participating providers and the PCP will help manage  
13 patient care. The HMO-like plan will include an annual deductible not to exceed \$300.00  
14 per individual / \$900.00 per family per year. The deductible will not apply to physician  
15 office visits, but rather the cost to the member will be a fixed dollar copay per visit. The  
16 HMO-like plan will have physician office visit member copays not to exceed \$20.00 per  
17 PCP visit and \$40.00 per specialist visit (note: additional services provided in  
18 conjunction with the visit may be subject to other charges). All medical care other than  
19 provider office visits will be subject to the annual deductible, and will require that the  
20 member pay a coinsurance percentage of the allowed cost of the services not to exceed  
21 twenty percent (20%).

22  
23 Nurses will be offered a prescription drug benefit that requires the use of preferred (Tier  
24 1) network pharmacies, which currently include all Providence and Walgreens retail  
25 pharmacies. The member cost will not exceed a \$10.00 copay for generic and approved  
26 preventive care prescriptions provided for up to a thirty-day supply (retail). Nurses will  
27 be responsible for a percentage of the cost (coinsurance) not to exceed twenty percent  
28 (20%) for formulary brand drugs or forty percent (40%) for non-formulary brand and  
29 specialty drugs. The most that the nurse will be charged for any single covered retail  
30 prescription cost will not exceed \$200.00. The member amount required for a ninety-day  
31 supply or mail order copay will not exceed three (3) times that of the retail copay.

32  
33 The most a nurse will have to pay in deductibles, copayments or coinsurance amounts  
34 will be limited. This annual out-of-pocket maximum (OOPM) (which includes the cost of

1 the deductible) will encompass both medical and prescription drug benefits. The OOPM  
2 will not exceed \$2,500.00 per individual / \$7,500.00 per family.  
3  
4 Premium contributions will be driven by cost difference between this new HMO-like plan  
5 and the HRA Medical Plan. The premium contribution will be based on twenty-four (24)  
6 pay periods for the year.

1        **LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE**

2        The parties acknowledge and agree that there is a shared interest in engaging  
3        employees in their own health and the impact of their health management on the  
4        insurance program offered by the Medical Center. Toward that end, the Medical Center  
5        agrees that it will include two (2) nurses selected by the Association and one  
6        representative from the Association to review the medical insurance provided by the  
7        Medical Center. The Task Force will meet at least quarterly. The purpose of this  
8        committee is to review relevant data and provide input and recommendations to the  
9        Medical Center as to whether the insurance program is achieving the goal of improved  
10       wellness of employees and reduction in associated costs. The work of the Task Force  
11       could also include, e.g., an assessment of whether the anticipated cost increases were  
12       realized, whether there are plan design elements that might positively affect the cost of  
13       the most common diseases or reasons for utilization, etc.

14  
15       The parties further agree that if there is a committee or task force established with  
16       employees at other Providence facilities in Oregon, the representatives on this Task  
17       Force will be included in that Task Force.

18  
19       This Task Force will jointly make recommendations for plan design. The Task Force will  
20       not, however, have the authority to negotiate or to change the terms of the contract.

1                   **LETTER OF AGREEMENT ON HIRING PREFERENCES –**

2                   **FOR OTHER PROVIDENCE NURSES**

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

11  
12   For purposes of this Letter of Agreement, “good standing” includes: (1) the nurse has  
13   not received any corrective action within the previous two (2) years; (2) the nurse has  
14   not received an overall score of “needs improvement” or lower at any time in the last  
15   two (2) years; and (3) that the nurse has not engaged in any behaviors or misconduct  
16   that would have reasonably resulted in corrective action from the time of the  
17   announcement of the layoff until the time of the nurse’s application for 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 will  
21   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 Providence  
25   employer when a similar agreement with regards to hiring exists in the Association  
26   contract if any of that nurses former Providence employer.

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

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

11  
12  A.     A health care unit restructure is defined as the moving or consolidation of an  
13  existing health care unit or units from another employer (either from another Providence  
14  employer or from outside Providence) to the Medical Center campus as defined in this  
15  Agreement.

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

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

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

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

3  
4 E. If new positions result from the restructure, nurses from the unit or units affected  
5 by the restructure will be given the first opportunity to apply for those newly created  
6 positions. The job bidding and posting processes for such position will be worked out  
7 by the Association and the Medical Center, but will generally adhere to the seniority and  
8 job posting provisions of Article 22 – Seniority. Any positions not filled by nurses from  
9 within that unit will then be posted and offered to other Medical Center nurses  
10 consistent with Article 22.

11  
12 F. If as a result of a health care unit restructure there are any position reductions or  
13 eliminations at the Medical Center, those will be handled according to Article 23 –  
14 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 A,  
20 including the provisions regarding experience and placement on wage steps. If as a  
21 result a newly hired nurse would be paid a rate less than he/she was paid at the nurse's  
22 prior employer, the Medical Center will meet with ONA to discuss options, with  
23 consideration given to both the economic impact on the nurse and internal equity  
24 among the wage rates for existing nurses in the bargaining unit. All differentials will be  
25 paid to the nurse in accordance with Appendices A, B and C of the parties' collective  
26 bargaining agreement. If a nurse coming to the Medical Center from another employer  
27 is then currently on a similar clinical ladder program, the nurse may apply for placement  
28 on the closest corresponding step on the Medical Center's clinical ladder program,  
29 based on the Medical Center's clinical ladder application schedule.

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

1     **LETTER OF AGREEMENT ON THE ABILITY OF A NURSE TO VIEW HIS OR HER**

2             **FACTOR FOR PURPOSE OF IMPLEMENTING ARTICLE 24 FROM HOME**

3     So that nurses who are employed at the Medical Center can more easily monitor their  
4     factor and the “wants off list”, the Medical Center, will place the factor and the “wants  
5     off” sign up list and any updates to the factor and the “wants off” list on the Providence  
6     Employee internet page by June 30, 2013.

**MEMORANDUM OF UNDERSTANDING –**  
**DEVELOPMENT OF PATTERN SCHEDULING**

A. At the written request of thirty percent (30%) of staff nurses or twenty (20) staff nurses on the unit or in a department (or by shift if determined to be operationally feasible) the Unit Based Council shall be convened within one (1) month of the request to address the creation of a pattern scheduling system for that shift, unit or department using the method below.

1. The Medical Center, in accordance with SB469 (2015), will identify the core staffing needs and the number of nurses needed per shift, including the number of pattern schedules and flexible schedules on which to bid.
2. The Unit Based Council solicits the top three (3) schedule choices of each RN on the unit.
3. The Unit Based Council develops at least one (1) pattern schedule (based on seniority preference and with nurses identified on the pattern/schedule) on which the unit may vote.
4. If approved by the manager, the selected pattern shall be implemented within two (2) schedule periods. The manager will not withhold approval for arbitrary or capricious reasons.

No such system will be implemented without approval by both the unit manager and the majority vote of the nurses on the unit. Any such system will adequately address, at a minimum:

- a. Scheduling that is as predictable and regular as possible with regard to the days of the week to be scheduled and worked over the course of a pay period or a scheduling period as defined in Section A of Article 9.
- b. Adhering to the weekend and holiday scheduling provisions of Article 9 unless the unit unanimously votes to suspend them. Such unanimity may be signified by a vote, signed letter or petition that is provided to both the unit manager and the Association.

1 c. A method to adapt any pattern schedule to meet changing patient  
2 and operational needs, including a method for the nurse manager  
3 to adjust the pattern/schedule on a case-by-case basis.  
4

5 d. A method for nurses to bid into the patterns that are created and  
6 posted based on the provisions of Article 22 – Seniority.  
7

8 e. Charge Nurses may also have a pattern or predictable schedule  
9 template, separate from staff nurse patterns, that meets the  
10 leadership needs of the unit.  
11

12 B. In order to facilitate the implementation of pattern schedules, a unit may choose  
13 to temporarily suspend the process on that unit by which intermittently employed nurses  
14 who average twenty-four (24) or more hours of work per week in a twelve-week period,  
15 as set forth in Article 2(A)(12), for a period of no more than six (6) months.  
16

17 C. If necessary to implement a pattern schedule on a particular unit, the Medical  
18 Center may post positions whereby a nurse would work different shifts notwithstanding  
19 the provisions of Article 9, Section C.  
20

21 D. For the duration of this Agreement, the development and implementation of  
22 pattern schedules will be a standing agenda item for the ONA-PPMC task force.

1                   **MEMORANDUM OF UNDERSTANDING – LOW CENSUS FACTOR**

2   In an effort to help alleviate nurses from incurring multiple incidents of low census within  
3   the same pay period, the factor used to determine the order of low census (Article 24,  
4   Section A6), will be modified. Each time a nurse experiences an incident of low census  
5   of four (4) hours or more, voluntary or mandatory, the nurse's factor will be increased by  
6   1.0 for the duration of that pay period. The nurse's factor will then be decreased by 1.0  
7   at the end of that pay period. Nurses will continue to be assigned to mandatory low  
8   census in accordance with Article 24, Section A.

9  
10   This modification will be piloted for nurses in the Family Maternity cluster (Labor and  
11   Delivery, PSCU, Mother Baby) as soon as possible, but no later than two (2) months  
12   from the ratification of this agreement. Once the pilot shows the modification is  
13   successful (as agreed upon by both parties), it will be implemented for all nursing units  
14   as soon as is practicable.

15  
16   The factor list will be modified to include both paid and unpaid low census hours.

17  
18   No grievances related to this Memorandum may be filed during the pilot period. Any  
19   unintended consequences of the modification of the low census factor will be reviewed  
20   and adjusted at Task Force.

1                   **LETTER OF AGREEMENT – RN CARE MANAGERS**

2   Providence Portland Medical Center ("PPMC") and Oregon Nurses Association ("ONA")  
3   agree to the following provisions:

- 4           1.     RN Care Managers will be covered by the parties' existing collective  
5                 bargaining agreement.
- 6
- 7           2.     RN Care Managers will be paid as follows:
- 8                 a.     Each nurse will be placed on the wage step that corresponds to  
9                         their years of experience as a registered nurse in an acute care  
10                        facility, including experience as a Care Manager. Any nurse that is  
11                        currently being paid above this step will be held at that step until  
12                        such time that their years of service match their wage step. No  
13                        Care Manager will receive a reduction in pay.
- 14
- 15          3.     RN Care Managers will be paid all applicable differentials in accordance  
16                 with Appendix A of this collective bargaining agreement.
- 17
- 18          4.     RN Care Managers who maintain either the Certified Case Manager or  
19                 Accredited Case Manager certification recognized by the American  
20                 Nurses Credentialing Center will be paid the differential in accordance with  
21                 Appendix B of this collective bargaining agreement.
- 22
- 23          5.     RN Care Managers will be eligible to participate in the bargaining unit's  
24                 Clinical Ladder program
- 25
- 26          6.     RN Care Managers will accrue PTO according to the provisions of Article  
27                 5 of this collective bargaining agreement.
- 28
- 29          7.     A department staffing plan or guideline shall be developed in collaboration  
30                 with staff, subject to manager approval, and shall take into consideration  
31                 Social Workers and other non-RN staff. The plan or guideline will  
32                 establish a core number of staff per day, taking into account census and  
33                 acuity on the floors as well as the number of ACM floats or helpers.

1           8.     The Medical Center retains the ability to adjust an RN Care Manager's  
2                 shift length and days worked, but not FTE, based on operational and  
3                 patient needs. Before making any such adjustments, the Medical Center  
4                 will provide the affected nurse(s) with thirty (30) days' notice of such  
5                 change, and seek the agreement of the affected nurse(s).

1 LETTER OF UNDERSTANDING –

2 INCREASE PTO HOURS IN CERTAIN SERVICE BANDS

3 Increase PTO Hours in certain service bands, as follows:

- 4 • **For nurses with a 0.9 FTE at Step 9:** Any 0.9 FTE nurse whose years of service  
5 is between nine (9) to ten (10) years as of January 5, 2020 and/or January 3,  
6 2021 will receive additional paid time off hours equal to thirty-six (36) hours. The  
7 additional PTO hours will be added to the eligible nurse's PTO bank by the end  
8 of January in 2020 and/or 2021. In the event that the nurse's PTO accruals are at  
9 the maximum limit, the additional hours will be paid as taxable earnings.
- 10
- 11 • **For nurses with a 1.0 FTE and prorated by FTE for nurses other than 0.9**  
12 **FTE at Step 9:** Any 1.0 FTE nurse whose years of service is between nine (9) to  
13 ten (10) years as of January 5, 2020 and/or January 3, 2021 will receive  
14 additional paid time off hours equal to forty (40) hours. The additional PTO hours  
15 will be added to the nurse's PTO bank by the end of January in 2020 and/or  
16 2021. In the event that the nurse's PTO accruals are at the maximum limit, the  
17 additional hours will be paid as taxable earnings. Nurses whose FTE is less than  
18 1.0 FTE (other than those with a 0.9 FTE) will be prorated based on this  
19 schedule. As an example, a 0.6 FTE nurse whose years of service is between  
20 nine (9) to ten (10) years as of January 5, 2020 and/or January 3, 2021 will  
21 receive twenty-four (24) additional PTO hours by the end of January 2020 and/or  
22 2021.
- 23
- 24 • **For nurses with a 0.9 FTE at Step 4 and Steps 10-14:** Any 0.9 FTE nurse  
25 whose years of service is between four (4) to five (5) years or between ten (10) to  
26 fifteen (15) years as of January 5, 2020 and/or January 3, 2021 will receive  
27 additional paid time off hours equal to fourteen (14) hours. The additional PTO  
28 hours will be added to the nurse's PTO bank by the end of January in 2020  
29 and/or 2021. In the event that the nurse's PTO accruals are at the maximum  
30 limit, the additional hours will be paid as taxable earnings.
- 31
- 32 • **For nurses with a 1.0 FTE and prorated by FTE for nurses other than 0.9**  
33 **FTE at Step 4 and Steps 10-14:** Any 1.0 FTE nurse whose years of service is  
34 between four (4) to five (5) years or ten (10) to fifteen (15) years as of January 5,

1 2020 and/or January 3, 2021 will receive additional paid time off hours equal to  
2 sixteen (16) hours. The additional PTO hours will be added to the nurse's PTO  
3 bank by the end of January in 2020 and/or 2021. In the event that the nurse's  
4 PTO accruals are at the maximum limit, the additional hours will be paid as  
5 taxable earnings. Nurses whose FTE is less than 1.0 FTE (other than those with  
6 a 0.9 FTE) will be prorated based on this schedule. As an example, a 0.6 FTE  
7 nurse whose years of service is between four (4) to five (5) years or ten (10) to  
8 fifteen (15) years as of January 5, 2020 and/or January 3, 2021 will receive 9.6  
9 additional PTO hours by the end of January 2020 and/or 2021.

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## **SEXUAL ASSAULT NURSE EXAMINER PROGRAM (SANE) PROGRAM**

Providence Portland Medical Center (“the Medical Center”) and Oregon Nurses Association (“ONA”) have met and discussed the Sexual Assault Nurse Examiner (SANE) compensation at the Medical Center. This agreement will be incorporated into the Collective Bargaining Agreement when next negotiated.

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

The Providence Portland Medical Center sponsored SANE Program begins on January 6, 2019.

SANE nurses work in this role on a voluntary basis.

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

Compensation:

**SANE Exams:** SANE nurses that are contacted by the Medical Center for a SANE case will be paid at the call-back rate [time and a half (1/2) their hourly rate] plus incentive pay of eighteen dollars (\$18.00) per hour for hours worked, and will be paid twelve (12) hours of on-call / standby pay (or more should the shift worked be in excess of twelve [12] hours).

**Standby/Call:** SANE nurses will be paid the on-call/standby rate of pay for call shifts of \$4.75 per hour or as otherwise later defined by the ONA/PPMC contract Appendix A.

**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 PPMC – Round Trip

|                  |          |
|------------------|----------|
| Milwaukie        | 17 miles |
| Newberg          | 54 miles |
| St. Vincent      | 23 miles |
| Willamette Falls | 31 miles |

**Court Appearances:** Overtime rate of time and one-half (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 November 1, 2018.

**Trial Preparation.** SANE nurses will get a maximum of two (2) hours of straight time pay for each trial that they are subpoenaed or requested by Providence to participate in as a witness.

**Description of SANE Responsibilities**

- Obtain training and education consistent with the Oregon Attorney General Sexual Assault Task Force guidelines, with certification within one (1) year of didactic training.
- Collaborate with a multidisciplinary team to collect medical forensic evidence in accordance with the OR-SATF guidelines for SAFE kit collection and SANE exam policies and procedures.
- Demonstrate compassion and caring to all patients, family members, visitors and community partners.
- Document all findings and interventions performed in a professional and thorough manner, in compliance with all required components of the standard of care for sexual assault patients.

- Provide evidence-based, trauma-informed care and consultation as the on-call specialist for Providence in the area of sexual assault.

#### **Commitment**

- All work including work on an overtime basis is voluntary and has been agreed upon by the RN.
- A cumulative total of twenty-four (24) hours in call shifts in a scheduling period [shifts of eight (8) or twelve (12) hours in duration as determined by management].
- Response time target is one hour to the unit from dispatch. Expectation that dispatch site is made aware of estimated arrival time and potential traffic delays.
- Availability for one (1) recognized holiday a year.
- Availability for one (1) weekend shift per scheduling period, as needed.
- Attend staff meetings and in-services as needed throughout the year.
- Maintain current SANE certification.
- Attend ongoing education and training opportunities.
- Maintain chain of evidence.
- Complete SAVE fund application with patient and seal medical records.









**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 Portland Medical Center, January 1, 2019 through December 31, 2022.*

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

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

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

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

Email: \_\_\_\_\_ Unit: \_\_\_\_\_

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