

**AGREEMENT**

**BETWEEN**

**OREGON NURSES ASSOCIATION**

**AND**

**PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER**

May 18, 2017 through December 31, 2018



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1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into by and between PROVIDENCE WILLAMETTE  
3 FALLS MEDICAL CENTER, Oregon City, Oregon, hereinafter referred to as the “Medical  
4 Center” and the OREGON NURSES ASSOCIATION, hereinafter referred to as the  
5 “Association.”  
6

7 **ARTICLE 1 - PREAMBLE**

8 The purpose of this Agreement is to formalize the working relationship between the Medical  
9 Center and its Registered Nurse employees who are members of the bargaining unit  
10 represented by the Association. This Agreement will set forth the wages, hours, and working  
11 conditions applicable to represented Registered Nurses. The Medical Center and the  
12 Association each desire to establish and maintain harmonious relations through the negotiation  
13 of equitable employment conditions for Registered Nurses, and through the recognition by the  
14 Association of the Medical Center’s management rights, to the common end and objective of  
15 achieving superior patient care.  
16

17 **ARTICLE 2 - RECOGNITION**

18 The Medical Center recognizes the Association as the sole collective bargaining representative  
19 for all employees in the following unit:

20 "All regular part-time and regular full-time registered nurses, including Charge  
21 nurses, of the Employer employed at its Medical Center located at 15th and Division,  
22 Oregon City, Oregon, excluding regular part-time and full-time directors of nursing, head  
23 nurses, PSRO coordinators, clinical coordinators, education directors, central supply  
24 supervisors, shift supervisors, on-call Registered Nurses, CRNAs, office clerical employees,  
25 guards, and supervisors as defined in the Act."  
26

27 **ARTICLE 3 - DEFINITIONS OF TERMS**

28 The following definitions shall apply in this Agreement:  
29

30 **3.1 Nurse, RN and Registered Nurse** - A Registered Nurse currently licensed to practice  
31 professional nursing in the state of Oregon who is a member of the bargaining unit represented  
32 by the Association.  
33

34 **3.2 Full-Time Registered Nurse** - A Registered Nurse who is regularly scheduled to work a  
35 forty (40) hour week (thirty-six (36) hours for Nurses regularly scheduled to work 12-hour shifts).  
36

37 **3.3 Part-Time Nurse** - A Registered Nurse who is regularly scheduled to work less than

1 forty (40) hours per week (less than thirty-six (36) hours for Nurses regularly scheduled to work  
2 12-hour shifts) but at least twenty-four (24) hours per week, and who is designated by the  
3 Medical Center as a “part-time” Registered Nurse.  
4

5 **3.4 Introductory Nurse** - A full-time or part-time Registered Nurse who has been employed  
6 by the Medical Center less than ninety (90) calendar days. The introductory period may be  
7 extended by the Medical Center for an additional thirty (30) (sixty (60) for recent nursing school  
8 graduates) calendar days by written notice to the nurse and the Association.  
9

10 **3.5 Charge Nurse** - Registered Nurse who is specifically assigned by the Medical Center  
11 limited supervisory responsibilities (i.e., delegated authority to assign the work of other nurses in  
12 the unit, to monitor performance, and to report poor performance or rule violations to a  
13 supervisor), on either a temporary or permanent basis, for at least a full shift. A charge nurse  
14 shall be appointed by the Medical Center in the following factual situations:

15 A. When an RN is working as the only RN on a nursing unit and shift where staffing  
16 patterns and practices dictate that there should be two or more RNs on that nursing unit and  
17 shift.  
18

19 B. When the Medical Center in its discretion assigns charge nurse status to a  
20 particular RN.  
21

## 22 **ARTICLE 4 - ASSOCIATION MEMBERSHIP & ASSISTANCE**

23 **4.1 Professional Responsibility** - A nurse has a high degree of professional responsibility  
24 to the patient. Registered Nurses at the Medical Center are encouraged to engage in activities  
25 which help to define and upgrade standards of nursing practice, which may include participation  
26 and membership in the Association.  
27

28 **4.2 Membership or Fair Share** - Nurses in the bargaining unit who are members of the  
29 Association or who are making dues payments in lieu of membership (“fair share” payments) as  
30 of the effective date of this Agreement shall continue to maintain such membership in the  
31 Association, or make such fair share payments, for the life of this Agreement, as a condition of  
32 continued employment at the Medical Center. Nurses who, as of the effective date of this  
33 Agreement, have exercised their option not to become members in the Association nor to pay  
34 fair share dues to the Association in lieu of membership shall be entitled to maintain this status  
35 for the life of this Agreement. Nurses newly employed in the bargaining unit during the term of  
36 this Agreement shall be entitled to select, within the first thirty (30) calendar days of employment  
37 within the bargaining unit, either to 1) become members of the Association; or 2) pay fair share

1 dues to the Association in lieu of membership, as a condition of continued employment at the  
2 Medical Center.

3  
4 **4.3 Administration of Dues Obligation** - Except for those employees who are exempt from  
5 such obligation as stated in Section 4.2, above, all nurses in the bargaining unit must pay  
6 membership dues or make fair share payments to the Association as a condition of continued  
7 employment with the Medical Center. The Association shall give any nurse who is in arrears in  
8 membership or fair share payments thirty (30) days' written notice of such fact by registered or  
9 certified mail, copy to the Nurse Executive, and the affected nurse shall be given the opportunity  
10 during such period to make all back due payments without penalty.

11  
12 **4.4 Refusal to Pay Dues** - Nurses in the unit who are obligated under this agreement to  
13 make, but who refuse after such thirty (30) days' notice to make, membership or fair share  
14 payments to the Association, shall be terminated by the Medical Center, or shall be allowed to  
15 resign with proper notice to the Medical Center.

16  
17 **4.5 Religious Convictions** - Notwithstanding any provision of this Article to the contrary,  
18 any Registered Nurse who is a member of and adheres to established and traditional tenets or  
19 teachings of a bona fide religion, body, or sect which has historically held conscientious  
20 objections to joining or financially supporting labor organizations, and who is otherwise obligated  
21 under Section 4.2, above, to pay membership dues or make fair share payments to the  
22 Association, shall not be required to join the Association or to make fair share payments in lieu  
23 of membership during the term of this Agreement as a condition of employment; provided that  
24 such a nurse will be required to pay sums equal to such fair share payments to a nonreligious  
25 charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.  
26 Registered Nurses making contributions under this section shall provide receipts of charitable  
27 contributions to the Association upon request.

28 The Association will provide the Medical Center with copies of this Agreement which the  
29 Medical Center will provide to newly employed nurses at the time of hire or upon their  
30 acceptance of a bargaining unit position.

31  
32 **4.7 Dues Deductions** - The Medical Center will deduct Association membership dues or fair  
33 share payments from the wages of each Registered Nurse who authorizes such deductions in  
34 writing. Payments to the Association by a Registered Nurse on other than a monthly basis (for  
35 example, quarterly, or an annual lump-sum basis, and so forth) may be arranged by an  
36 individual Registered Nurse and the Association, but in such event the Medical Center shall  
37 have no obligation to deduct such sums from the wages of the Registered Nurse. Authorized

1 deductions of dues shall be remitted by the Medical Center to the Association in a lump sum on  
2 a monthly basis. The Medical Center shall continue to make such deductions during the term of  
3 this Agreement until such time as the nurse authorizing such deductions revokes her  
4 authorization in writing.

5  
6 **4.8 Information to the Association** - Each month, the Medical Center will provide the  
7 Association with a complete list of all Registered Nurses, including name, date of hire, RN  
8 license number, job classification, shift, unit or department, FTE status and wage rate, and will  
9 indicate any nurses who have been added to the bargaining unit or whose employment has  
10 terminated during the month. The Medical Center will also include the mailing address and  
11 phone number of the Registered Nurse, provided that the Medical Center shall be under no duty  
12 to provide such address or phone number if an individual Registered Nurse directs the Medical  
13 Center not to provide this information to the Association. The Medical Center will discuss with  
14 the Association during Task Force, upon request, any new non-bargaining unit positions for  
15 which an RN license is required or preferred.

16  
17 **4.9 Indemnification** - The Association shall indemnify the Medical Center and hold it  
18 harmless against any and all suits, claims, demands or liabilities that shall arise out of or by  
19 reason of any action that shall be taken by the Medical Center for the purpose of complying with  
20 Sections 4.2 through 4.6 and 4.8 of this Agreement.

21  
22 **4.10 Association Assistance** - In the application and administration of this Article, the  
23 Medical Center shall, at all times, have the right to call upon the Association for assistance and  
24 joint interpretation or discussion of any problem which affects a nurse or a group of nurses. The  
25 Association shall honor such request promptly and seek, in conjunction with the Medical Center,  
26 a harmonious solution to such problems as may arise.

27  
28 **4.11 New Hire Orientation** - The Medical Center shall, upon request, provide the Association  
29 negotiating committee at the Medical Center, or his/her designee, access to nurses newly  
30 employed in the bargaining unit for 30 minutes during an orientation session for such nurses.  
31 The Medical Center will notify the Association of the schedule for onsite orientation sessions of  
32 nurses who are new to the bargaining unit. The Association representative or his/her designee  
33 shall be paid one-half hour at his/her regular rate of pay for time spent in meeting with orienting  
34 RNs, and shall arrange with the Medical Center in advance the time for such meeting.  
35 Attendance at such meetings shall not be paid time. The Association representative or his/her  
36 designee may contact Human Resources in advance to see if any newly employed nurses will  
37 be orienting in a particular workweek.



1 **4.12 Attendance of Bargaining Team at Negotiations** - After reasonable notification of  
2 negotiation meeting dates, Medical Center will cooperate with members of the Association  
3 bargaining team to arrange substitute staffing for the Association bargaining team members.  
4

5 **ARTICLE 5 - EQUALITY OF EMPLOYMENT OPPORTUNITY**

6 The Medical Center and the Association shall comply with applicable anti-discrimination laws  
7 regarding age, sex, religion, race, national origin, and participation or non-participation in union  
8 activities, with respect to hiring, placement, promotion, or with respect to any other employment  
9 condition for Registered Nurses.  
10

11 **ARTICLE 6 - GRIEVANCE PROCEDURE**

12 **6.1 Grievance and Steps Defined** - A grievance is defined as an allegation by the  
13 Association or by a Registered Nurse that the Medical Center has violated or is violating a  
14 provision or provisions of this Agreement. Grievances may be initiated by the Association or by  
15 Registered Nurses in the following manner:

16 Step 1. Any Registered Nurse who believes he or she has a grievance should present  
17 this grievance in writing to his or her immediate supervisor. The Medical Center encourages  
18 Registered Nurses to air any grievance as defined herein, and also to air any job-related  
19 problem, with their immediate supervisor so that full discussion of the problem may occur, and  
20 its resolution hopefully may be accomplished. The presentation of any grievance at Step 1 must  
21 be made within fourteen (14) calendar days of the events giving rise to the grievance, or within  
22 fourteen (14) calendar days of the date the grieving party learned or reasonably should have  
23 learned of the events giving rise to the grievance. The immediate supervisor shall give or send  
24 his or her answer to the grievant in writing within fourteen (14) calendar days after such  
25 grievance is presented.  
26

27 Step 2. If the grievance is not settled satisfactorily as provided in Step 1, the grievance  
28 shall be reduced to writing, and submitted to the Chief Nurse Executive or designee, within  
29 fourteen (14) calendar days after the supervisor's answer in Step 1. The written statement of  
30 the grievance shall be signed by the aggrieved Registered Nurse(s) or by an Association  
31 representative and shall include a statement of the provision(s) of the Agreement alleged to  
32 have been violated, a brief statement of the facts, and a statement of the relief requested. The  
33 Chief Nurse Executive or designee shall attempt to adjust the grievance as soon as possible,  
34 but in any event shall give or send a written answer to the grievant, a grievance representative  
35 specifically designated in writing by the grievant, and the Association within fourteen (14)  
36 calendar days after receipt of the written grievance.

1           Step 3. If the grievance is not settled satisfactorily to the grieving party at Step 2, the  
2 grievance shall be referred in writing to the Medical Center Chief Executive within fourteen (14)  
3 calendar days of the Chief Nurse Executive answer at Step 2. A meeting between the Medical  
4 Center President and an Association representative for the purpose of resolving the grievance  
5 shall take place within fourteen (14) calendar days after the grievance is referred to the Chief  
6 Executive of the Medical Center. The Human Resources Director, Chief Nurse Executive,  
7 aggrieved Registered Nurse(s) and one (1) other representative selected by each party shall be  
8 entitled to attend this meeting, in addition to any other persons mutually agreed to by both  
9 parties. The Chief Executive will consider all facts and arguments raised by all persons at this  
10 meeting, and shall attempt to resolve the grievance satisfactorily to all parties within fourteen  
11 (14) calendar days of such meeting. Except as provided in Section 6.2, relating to arbitration,  
12 the Chief Executive decision at Step 3 shall be final.

13

14       **6.2 Arbitrator Selection** - If the grievance is not settled at Step 3, and the Medical Center's  
15 final answer is not satisfactory to the Association, the Association may refer the grievance to  
16 binding arbitration through written notice to the Medical Center within fourteen (14) calendar  
17 days of the answer of the Medical Center's Chief Executive given at Step 3. The Association  
18 and the Medical Center shall thereafter attempt to select an arbitrator. If the parties cannot  
19 agree upon an arbitrator within a period of fourteen (14) calendar days, either party may then  
20 request a list of seven arbitrators from the Federal Mediation and Conciliation Service. The  
21 parties shall thereafter alternately strike one name from the list, and the last name remaining  
22 shall be the arbitrator selected to hear the dispute; provided that, if either party objects to the list  
23 provided by the Federal Mediation and Conciliation Service, it shall have the right to reject the  
24 list and to request a new list. The arbitrator must be selected from the second list in accordance  
25 with the foregoing procedure. The arbitrator shall be notified of his selection by a joint letter  
26 from the Medical Center and the Association requesting that he set a time and place for the  
27 hearing, subject to the availability of Medical Center and Association representatives.

28

29       **6.3 Limitation on Arbitrator** - The arbitrator shall have no right to amend, modify, nullify,  
30 ignore or add to the provisions of this Agreement, and shall decide only the grievance  
31 presented. The arbitrator's decision and award shall be based solely on his interpretation of the  
32 meaning or application of the terms of this Agreement to the facts of the grievance presented. If  
33 the matter sought to be arbitrated does not involve an interpretation or application of the terms  
34 or provisions of this Agreement, the arbitrator shall so rule in his award and the matter shall not  
35 be further entertained by the arbitrator. The arbitrator shall not render an award inconsistent  
36 with the management rights clause of this Agreement. The award of the arbitrator shall be final  
37 and binding on the Medical Center, the Association, and the Registered Nurse(s) involved.

1 **6.4 Arbitration Costs** - The expenses of the arbitrator and other costs of the arbitration  
2 shall be divided equally between the Medical Center and the Association. Each party shall be  
3 responsible for the cost of presenting its own case to the arbitrator.  
4

5 **6.5 Enforcement of Time Limits** - The time limits of this grievance procedure and  
6 arbitration procedure shall be strictly adhered to, unless the Medical Center and Association  
7 agree in writing to extend a particular time limit. The Medical Center shall have the right to  
8 refuse to process or to arbitrate a grievance which is not raised in a timely fashion. Any  
9 grievance not processed in a timely fashion shall be considered settled on the basis of the last  
10 answer given. If at any step of the grievance procedure the Medical Center does not formally  
11 respond as provided herein, it will be assumed that the Medical Center has rejected the  
12 grievance, and the next step of the grievance procedure shall be available.  
13

14 **6.6 Termination During Introductory Period** - An introductory nurse terminated by the  
15 Medical Center during his or her introductory period shall not be entitled to invoke this grievance  
16 and arbitration procedure to contest such termination.  
17

## 18 **ARTICLE 7 - UNINTERRUPTED PATIENT CARE**

19 **7.1 No Work Stoppage** - It is recognized that the Medical Center is engaged in a public  
20 service requiring continuous operation, and it is agreed that such obligation of continuous  
21 service is imposed upon both the employee and the Association. Neither the Association nor its  
22 represented Registered Nurses, members, agents, representatives, or employees shall incite,  
23 encourage, or participate in any strike, sympathy strike, walkout, slowdown, picketing, or work  
24 stoppage of any nature whatsoever, during the term of this Agreement. In the event of such  
25 activity, or a threat thereof, the Association and its officers will do everything within their power  
26 to end or avert such activity.  
27

28 **7.2 Dismissal or Discipline for Work Stoppage Violation** - Any Registered Nurse who  
29 violates the prohibitions in Section 7.1 shall be subject to immediate dismissal or such discipline  
30 short of dismissal which the Medical Center in its discretion deems appropriate.  
31

32 **7.3 No Lockout** - There shall be no lockouts by the Medical Center during the term of this  
33 Agreement.  
34

## 34 **ARTICLE 8 - MANAGEMENT RIGHTS**

35 The Association recognizes that the Medical Center has the obligation of serving the public with  
36 the highest quality medical care, efficiently and economically, and of meeting medical  
37 emergencies. The Association further recognizes the retained right of the Medical Center to

1 operate and manage the Medical Center, subject to the terms of this Agreement, including but  
2 not limited to the right to require standards of performance and the maintenance of order and  
3 efficiency; to direct employees and determine job assignments; to schedule work and to  
4 determine working schedules; to determine the materials and equipment to be used; to  
5 implement improved operational methods and procedures; to determine staffing requirements;  
6 to determine the kind and location of facilities; to determine whether the whole or any part of the  
7 operation shall continue to operate; to select and hire employees; to promote, demote and  
8 transfer employees; to discipline or discharge employees for just cause; to lay off employees for  
9 lack of work or other legitimate reasons; to recall employees; and to promulgate and change  
10 reasonable work rules and personnel policies, provided that such rules and personnel policies,  
11 or action taken under them shall not violate any of the provisions of this Agreement.

12

13

### **ARTICLE 9 - SUCCESSORS**

14 In the event that the Medical Center is actively considering any merger, consolidation, sale of  
15 assets, lease, franchise, or any other such change in structure, management or ownership  
16 which may be expected to affect the existing collective bargaining unit, the Medical Center shall  
17 so inform the Association. Any person, business, or entity which succeeds to the management  
18 or ownership of the Medical Center shall be obligated to comply with this Agreement; provided  
19 that the parties by this language do not intend to waive statutory rights. The Medical Center  
20 shall call this provision of the Agreement to the attention of any entity, business, or person who  
21 is succeeding to the management or ownership of the Medical Center, and, if such notice is  
22 given, the Medical Center shall have no further liability or obligations of any sort under this  
23 section.

24

25

### **ARTICLE 10 - ACCESS TO MEDICAL CENTER PROPERTY AND EMPLOYEES**

26 **10.1 Association Access** - A duly authorized representative of the Association shall have  
27 the right of access to Medical Center premises in connection with the conduct of normal  
28 Association affairs and the administration of this Agreement. The Association representative  
29 shall not unnecessarily interfere with the productive activity of Registered Nurses covered by  
30 this Agreement, and shall comply with the Medical Center's security and identification  
31 procedures.

32

33 **10.2 Use of Bulletin Board** - The Medical Center shall provide a bulletin board for the  
34 exclusive use of the Association and/or Registered Nurses to post notices concerning  
35 Association activity. Such notices shall be posted solely and exclusively on designated space  
36 equal to 2 feet by 2 feet on a bulletin board provided in the IV Therapy department and in each  
37 of the staff lounges located in Med/Surg, CAPU, Birthplace, Intensive Care, ER, Surgery, and

1 Day Surgery.

2

3 **10.3 Association Meeting Space** - The Association may utilize an available room at the  
4 Medical Center for official Association meetings of Medical Center nurses in the bargaining unit,  
5 confined to contract negotiation and administration matters, subject to advance scheduling and  
6 availability, for up to twelve (12) meetings a year. Any nurse who so desires shall be entitled to  
7 attend such meetings during nonworking time.

8

9 **ARTICLE 11 - WAGES AND OTHER ECONOMIC ITEMS**

10 **11.1 Wages** - Wage rates for the term of this Agreement shall be those specified in  
11 Appendix A hereof.

12

13 **11.2 Shift and Certification Premiums** - Shift and certification premiums for the term of this  
14 Agreement shall be those specified in Appendix A hereof.

15

16 **11.3 Standby Call Rates** - Effective on the ratification date of this Agreement, nurses  
17 assigned to standby call shall receive \$4.20 per hour for all hours spent on standby call. A  
18 nurse on standby call is expected to report to the Medical Center ready to work within 45  
19 minutes (30 minutes in surgical services) of a call-in, except in unusual circumstances where  
20 safety needs prevent the nurse from meeting this time frame.

21

22 **11.4 Call-In Rates and Minimum Hours** -

23 A. RNs who are called in to work shall be assigned a minimum of three (3) hours of  
24 work in their specialty area. If there is less than three (3) hours of work in their specialty area,  
25 they may be assigned to other areas where the Medical Center determines the nurse is qualified  
26 to do the work and as long as the nurse is willing. If there is available work for which the nurse  
27 is qualified and the nurse is not willing to do the work, then the nurse shall be paid only for time  
28 actually worked. If three (3) hours of work are not available in those areas, these nurses may  
29 opt to leave before the three (3) hours are up, being guaranteed three (3) hours of pay, but the  
30 nurse will then not be eligible for additional call-in minimum pay if called in again during that  
31 three-hour period. The call-in minimum pay period begins when the nurse reports to the  
32 Medical Center ready to work as a result of a call-in. The call-in minimum pay rate will be the  
33 nurse's straight-time rate, unless otherwise specifically provided in this Agreement.

34

35 B. Notwithstanding the prior paragraph, if a nurse outside of the Operating Room or  
36 Surgical Services is placed on low census with standby by the Medical Center and is

1 subsequently called in to work, the nurse will not be required to remain beyond the end of the  
2 nurse's regularly scheduled shift, solely to fulfill the three (3) hour minimum.

3  
4 C. Nurses on regularly scheduled standby call and nurses assigned to non-regularly  
5 scheduled standby call, who are called in to work, shall receive the premium rate of 1-1/2 times  
6 (two (2) times on the holidays specified in Section 14.5) their regular rate of pay for all hours  
7 worked after being called to work, including for unscheduled hours worked as assigned  
8 consecutive with the standby call period. Nurses not on standby call shall receive their regular  
9 straight-time rate for all hours worked after being called back to work, except that a nurse shall  
10 receive the premium rate of 1-1/2 times the nurse's regular rate for all hours worked during a  
11 period when the nurse was given a shift cancellation without being assigned to non-regularly  
12 scheduled standby call. Standby call pay shall be in addition to pay for actual hours worked.  
13 Call-back pay begins when a nurse reports to the Medical Center ready to work as a result of a  
14 call to return to work.

15  
16 D. Nurses who are called in to work from standby shift twice and who are  
17 subsequently relieved of duty for lack of work shall not be called in a third time during the same  
18 standby shift. This prohibition does not apply to regularly scheduled call shifts.

19  
20 **11.5 Monday Scheduling** - RNs will not be scheduled for Monday work if they are regularly  
21 scheduled on call for the preceding Saturday and Sunday, provided the nurse submits a request  
22 to his/her manager in accordance with Section 14.9. Mondays which are granted off in this  
23 manner will not be considered PTO and will not be considered one of the nurse's allotted  
24 scheduled unpaid time off days according to Section 21.8a, unless requested by the nurse. The  
25 same provisions will apply to scheduling for Tuesday work if RNs are regularly scheduled on call  
26 for the preceding Saturday, Sunday, and Monday holiday.

27  
28 **11.6 Second Call for OR** - The Medical Center shall continue its present policy of paying  
29 OR RNs called in to work emergency second cases eight (8) hours of standby pay in addition to  
30 their regular time and one-half pay for the hours worked.

31  
32 **11.7 Reporting Pay** - Nurses who are scheduled to work according to the regular schedule,  
33 but who are notified to stay home due to low census less than 90 minutes before the scheduled  
34 start time, will be guaranteed three (3) hours of work or pay during the schedule period. This  
35 section will not apply if the reason for the stay home is not within the control of the Medical  
36 Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone to  
37 stay home at least 90 minutes before the nurse's scheduled start time.

1 **11.8 No Pyramiding of Premiums** - Time and one-half premiums under this Article shall not  
2 be pyramided with overtime premiums. Any hour for which a time and one-half premium is  
3 payable under this Article shall not be counted in determining whether time and one-half or  
4 greater premiums should be paid for any other hour. Examples include, but are not limited to:

5 A. If hours are paid overtime rate for work in excess of the standard workday, those  
6 hours are not counted toward weekly overtime.

7  
8 B. If hours are paid double time rate under Section 14.6, those hours are not  
9 counted toward any overtime formula.

10  
11 However, time paid at the overtime rate because of work on a holiday will be counted in  
12 determining whether overtime is payable for other hours worked in excess of the standard  
13 workday or standard workweek. In no event will time and one-half or greater premiums be paid  
14 on more than one basis for the same hour(s) of work.

15  
16 **11.9 Charge Nurse Differential** - Charge nurses shall receive \$3.10 per hour premium.  
17 Such premium will be paid for all hours compensated to a core Charge Nurse, as designated by  
18 the Medical Center. Nurses who are assigned by the Medical Center the Charge Nurse duties  
19 for a shift will be paid a differential of \$2.25 only for the hours the Nurse is specifically assigned  
20 to be Charge Nurse.

21  
22 **11.10 Preceptor Differential** - A preceptor is a nurse who is designated by his or her nurse  
23 manager to: assess the learning needs of (a) an inexperienced, re-entry, or new to specialty  
24 nurse or (b) a capstone, immersion, practicum or student of similar level; plan that person's  
25 learning program; provide direct guidance to that person's learning program or implement such  
26 program; provide direct guidance and supervision to that person during the program; and, in  
27 conjunction with the nurse manager and/or designee, evaluate that person's progress during the  
28 program. When the Medical Center appoints an experienced RN as a preceptor the Medical  
29 Center will pay the nurse appointed as the preceptor a differential of \$2.10 per hour. In  
30 assigning nurses to precept other nurses, nurse managers will give preference to those nurses  
31 who have successfully completed a Medical Center approved preceptor training course within  
32 the last five (5) years.

33  
34 **11.11 Payroll** - The Medical Center will post a legend for employee paychecks on the Medical  
35 Center website. If an RN believes that an error has been made in a paycheck, the RN shall  
36 bring such suspected error to the Medical Center's attention as soon as possible, and actual  
37 errors shall be corrected as soon as possible. The Medical Center will provide an option for

1 selecting direct deposit of paychecks to institutions recognized by the Medical Center's direct  
2 deposit agency. Paycheck errors in the nurse's favor may, regardless of the option selected, be  
3 subject to payback by payroll deduction. The Medical Center will consider the nurse's  
4 suggestions for the timing of the payback.

5

6 **ARTICLE - 12 – BASIC MEDICAL/DENTAL COVERAGE**

7 Each actively working regular nurse will participate in the benefit program offered to a majority  
8 of the Medical Center's other employees, in accordance with their terms and Appendix C.

9 From the Providence benefits program, the nurse will select: (1) a medical coverage (Health  
10 Reimbursement Medical Plan or Health Savings Medical Plan)and (2) dental coverage (Delta  
11 Dental PPO 1500 or Delta Dental PPO 2000), (3) supplemental life insurance, (4) voluntary  
12 accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care  
13 Flexible Spending Account (FSA), (7) day care Flexible Spending Account (FSA), (8) long term  
14 disability coverage, and (9) short term disability; and (10) vision coverage. The Medical Center  
15 will offer all such benefits directly or through insurance carriers selected by the Medical Center.

16

17 **ARTICLE 13 - RETIREMENT**

18 Retirement Plan - The Medical Center shall freeze accruals under the Pension Plan effective  
19 February 29, 2008 for all Registered Nurses, so that benefits determined pursuant to that  
20 formula shall be based on Benefit Years and Final Average Pay as of that date. All benefits  
21 accrued under the Pension Plan as of February 29, 2008, will continue to vest in accordance  
22 with the Pension Plan's vesting schedule based on service before and after the freeze date, but  
23 no additional benefits will accrue under the Pension Plan after February 29, 2008.

24

25 Through December 31, 2011, the Medical Center will maintain the retirement plan as in effect  
26 on the date of ratification. Effective January 1, 2012, that plan will be frozen.

27 Effective January 1, 2012: Nurses will participate in the Medical Center's retirement plans in  
28 accordance with their terms. At the time of ratification, the retirement plans include:

- 29 ♦ the Service Plan;
- 30 ♦ the Value Plan (403(b)); and
- 31 ♦ the 457(b) plan.

32

33 The Medical Center may from time to time amend the terms of the plans described in this  
34 article, except that coverage of nurses under this article shall correspond with the terms of  
35 coverage applicable to a majority of Medical Center employees.





1 Fourth of July – 7:00 a.m. July 4 to 7:00 a.m. July 5  
2 Labor Day – 7:00 p.m. the preceding Sunday to 7:00 p.m. Monday  
3 Thanksgiving – 7:00 a.m. Thursday to 7:00 a.m. Friday  
4 Christmas Day – 7:00 p.m. December 24 to 7:00 p.m. December 25  
5

6 The Medical Center will make good faith attempts to rotate holiday assignments, taking into  
7 consideration skill mix and unit and patient care needs, for regular and relief nurses in a given  
8 nursing unit.  
9

10 **14.6 Double Shift Pay Rate** - Nurses on eight- or ten-hour schedules working two  
11 consecutive shifts, each of which contains at least 7-1/2 hours of working time, shall be paid  
12 double time for hours worked on the shift that is additional to the scheduled shift, as an overtime  
13 premium, provided that the nurse works at least seven (7) hours on the second consecutive  
14 shift. If both shifts are unscheduled, the second shift in the sequence will be paid double time.  
15 If a Nurse on a 12-hour shift works fifteen consecutive hours or longer, all time worked in excess  
16 of 12 hours shall be paid at the double shift pay rate.  
17

18 **14.7 Rest Periods** - A fifteen (15) minute paid rest period will be taken by each Registered  
19 Nurse during each four (4) hour work period, provided that the evening shift will continue to take  
20 both fifteen (15) minute rest periods consecutively. If rest periods are missed due to operating  
21 requirements, nurses will inform their manager or charge nurse as soon as practicable and  
22 arrangements will be made to provide rest periods at alternative times, including, consistent with  
23 patient care needs and with managerial approval, combining rest periods with meal periods.  
24 Consistent with ORS 653.077, nursing mothers may take one thirty (30) minute unpaid rest  
25 period during each four (4) hour work period for the purpose of the expression of breast milk.  
26

27 **14.8 Shift Length**

28 A. No nurses will be required to move from an 8-hour shift to a 12-hour shift or a 12-  
29 hour shift to an 8-hour shift, for the first 90 days following ratification of this agreement. If the  
30 Medical Center thereafter determines that 8-hour shifts or 12-hour shifts are no longer workable  
31 in a particular unit, the Medical Center will give notice of no less than 90 days that the unit will  
32 move to 8-hour shifts or 12-hour shifts, and no nurse will be required to move to 8-hour shifts or  
33 12-hour shifts prior to the expiration of the 90-day period. The Medical Center will offer nurses  
34 on the unit an equivalent position, working 8-hour shifts or 12-hour shifts. If the nurse does not  
35 accept such an offered position, the nurse may remain in the position continuing to work 8-hour  
36 shifts or 12-hour shifts, for a period of up to 90 days; hereafter, the nurse's 8-hour or 12-hour  
37 position will be eliminated and, unless the nurse has found an alternative position within the

1 Medical Center, the nurse's employment with the Medical Center will end. Any PTO request  
2 already approved will be honored. Nurses working an 8-hour day shift position will not be  
3 required to take a 12-hour night shift position, and Nurses working an 8-hour night shift position  
4 will not be required to take a 12-hour day shift position; however, the Medical Center may offer  
5 nurses working an 8-hour evening shift position either a 12-hour day or night shift position  
6 based on departmental need, in accordance with the remainder of this Section. Evening shift  
7 nurses may declare their shift preference within 30 days of any announcement of a change to a  
8 12-hour shift schedule on their unit. Any nurse who does not receive his or her declared,  
9 preferred shift will receive a first opportunity to fill a vacant position on the nurse's declared,  
10 preferred shift for which he or she is qualified. In the event that two or more previously  
11 displaced nurses with such first opportunity rights both want the same position, the nurse with  
12 greater seniority will be given the position and any nurse with less seniority will retain first  
13 opportunity rights for future vacant positions on his or her preferred shift. A nurse who does not  
14 declare a shift preference will not receive such first opportunity rights.

15

16 B. A nurse may present a plan to the Task Force that outlines a plan to introduce a  
17 mix of shift lengths in a department if the shift length changes are voluntary, does not create  
18 additional overtime, does not impede patient care continuity, addresses a plan to cover  
19 unplanned and planned absences, and does not create burdensome work for the charge nurse.  
20 Such a plan will only be implemented with the agreement of the Task Force.

21

22 **14.9 Schedules** - Schedules of work shall be prepared for 28-day periods and shall be  
23 electronically posted at least twenty-seven (27) days prior to the beginning of the schedule  
24 period. A paper schedule will be posted in the unit; however, the electronically posted schedule  
25 will control. The needs and the desires of individual Registered Nurses with respect to work  
26 schedules must be made known to the unit scheduler no later than fifteen (15) days immediately  
27 prior to the schedule's electronic posting deadline. It is the responsibility of each individual  
28 Registered Nurse to inform the Medical Center of his or her availability, needs, and desires with  
29 respect to work schedules. There shall be no deviation from the initially electronically posted  
30 schedule of work unless a Registered Nurse finds a replacement acceptable to the Medical  
31 Center, although the Medical Center will make efforts, where possible, to accommodate late  
32 requested schedule changes. A replacement will not be acceptable to the Medical Center if he  
33 or she is not qualified to perform the work in question, or if a particular replacement would  
34 require the payment by the Medical Center of overtime or other premium compensation. No  
35 nurse shall utilize replacements on a frequent or regular basis as a means of unilaterally  
36 changing a weekly work schedule. The Medical Center may, with the agreement of the nurse,  
37 schedule a nurse to work consecutive weekends. However, the Medical Center will not

1 schedule a nurse to work consecutive weekends unless the nurse agrees to such a schedule.  
2 Regular full time and part time nurses will be scheduled prior to per diem/on-call nurses. Per  
3 diem/on-call nurses will not be given preferential treatment in scheduling.  
4

5 **14.10 Call Schedules** - Call schedules in recovery room, endoscopy, and operating room will  
6 continue to be prepared and electronically posted. The Medical Center will comply with ORS  
7 441.166 and OAR 333-510-0130 (2015) with regard to rest between shifts. In any event, nurses  
8 who work a call shift will be afforded an opportunity for adequate rest at a minimum of eight (8)  
9 hours before reporting to work for their next scheduled shift. In the event a nurse is not afforded  
10 adequate rest he/she may request not to work all or part of the next scheduled shift. The  
11 Medical Center will give such request serious and reasonable consideration in an attempt to  
12 accommodate the nurse's wishes. If granted, the nurse may choose to use or not to use  
13 accrued PTO for the time off.  
14

15 **14.11 Extra Work Procedures** - The procedure for granting additional hours of work will occur  
16 in the following sequence:

17 A. Prescheduled Hours

18 1. All full and part-time RNs will first be scheduled for the number of hours  
19 for which they are regularly scheduled.  
20

21 2. The vacant or extra shifts will be posted electronically.  
22

23 3. Part-time and full-time RNs who want to work any of the vacant shifts  
24 must electronically submit a request to the scheduler, within 5 calendar days of open  
25 shifts becoming available  
26

27 4. Additional shifts will be granted as requested under 14.11A(3) according  
28 to the following order of priority:

29 (a.) Qualified part-time staff\* will be granted extra shifts on their days  
30 off up to a total of 40 hours per week (or up to a total of 36 hours per week for a  
31 nurse regularly scheduled to work 12-hour shifts) (including regular scheduled  
32 hours).  
33

34 (b.) Qualified on-call employees will be scheduled time up to 40 hours  
35 per week (or up to a total of 36 hours per week for a nurse regularly scheduled to  
36 work 12-hour shifts).

1 (c.) Qualified full and part-time staff\* will be granted extra shifts (on  
2 their days off) beyond a total of 40 hours per week (or beyond a total of 36 hours  
3 per week for a nurse regularly scheduled to work 12-hour shifts).

4 (Double shifts will not be granted in the above sequence unless the manager at  
5 his/her discretion determines there is a need for a more experienced nurse to  
6 complete the staffing roster. At each step, a good faith effort will be made to  
7 distribute extra shifts equally among those submitting requests.)  
8

9 5. Extra shifts awarded prior to the posting of the initial schedule shall not be  
10 eligible for extra shift premium under Appendix A, Section E.  
11

12 B. After the Schedule is Electronically Posted Under Section 14.9

13 1. Any vacant/extra shifts remaining in the schedule will be electronically  
14 posted.  
15

16 2. Part-time and full-time RNs who want to work any of the vacant shifts  
17 must electronically submit a request for the specific shifts to the manager within 14  
18 calendar days of the electronic posting.  
19

20 3. Shifts will be granted as requested under 14.11B(2) according to the  
21 following order of priority:

22 (a.) Qualified part-time staff\* will be granted extra shifts on their days  
23 off up to a total of 40 hours per week (or up to a total of 36 hours per week for a  
24 nurse regularly scheduled to work 12-hour shifts) (including regular scheduled  
25 hours that have not been canceled).  
26

27 (b.) Qualified on-call employees will be granted shifts.  
28

29 (c.) Qualified full and part-time staff\* will be granted extra shifts (on  
30 their days off) beyond a total of 40 hours per week (or beyond a total of 36 hours  
31 per week for a nurse regularly scheduled to work 12-hour shifts).  
32

33 (d.) Qualified full and part-time staff\* will be granted double shifts that  
34 result in double time.  
35

36 (e.) Agency or traveling personnel or Sharecare nurses will be utilized.  
37 At each step a good faith effort will be made to distribute extra shifts equally

1                    among those submitting requests.  
2 (\*Staff under the 12-hour shift agreement, may request extra shifts if it does not conflict with  
3 their 12 hour shift agreement and if the extra shift would be fully covered in combination with  
4 other requests.)

5  
6            C.        Staff Availability for last minute staffing changes.

7                    1.        Staff nurses may sign up for shift availability. The list of nurses who have  
8 signed up will be used to fill last minute vacancies.

9  
10                    2.        Seniority will be used to sort the initial availability calendar. After that,  
11 calls will be made in rotation with new name added to the bottom of the list.

12  
13                    3.        Availability calendars need to be completed for each electronically posted  
14 schedule.

15  
16                    4.        Nurses cancelled for a shift will be the first offered a shift of work if  
17 available in the day and shift cancelled.

18  
19                    5.        The availability list will be used before non-contract or per diem nurses  
20 are offered a shift of work, unless the shift results in double time for the available nurse.

21  
22                    6.        If the nurse is on several unit availability lists they will be given the  
23 preference of unit to work on if more than one is available.

24  
25                    7.        If a nurse is not available for a shift s/he has signed up for on the  
26 availability list, s/he will be moved to the bottom of the list. If a nurse works a shift that  
27 s/he signed up for utilizing the availability calendar, s/he will be moved to the bottom of  
28 the list.

29                    8.        Management will determine the urgency of filling a shift of work and may  
30 contract with agency after making a reasonable effort to call through the availability list to  
31 ensure the safe delivery of patient care.

32  
33 **14.12 Notification of Unscheduled Absence** - Any unscheduled absence should be reported  
34 as much in advance as possible under the circumstances. The expectation is that the report will  
35 be made at least three (3) hours before the start of the shift in question.

36  
37 **14.13 Maximum Schedule for 12-Hour Shifts** - Nurses on 12 hour shifts may not be

1 scheduled to work more than four consecutive days on shifts of 12 hours or longer without their  
2 consent. No nurse may work longer than 18 consecutive hours.

## 4 **ARTICLE 15 - EDUCATIONAL LEAVE**

5 **15.1 Annual Educational Hours** - Each Registered Nurse shall be entitled to paid  
6 educational leave up to twenty-four (24) hours per year to attend continuing education courses  
7 in the medical care field which are directly related to the nurse's responsibilities, including  
8 hospital administration and management, plus a maximum of \$350 per year to help defray  
9 tuition, course fee, required texts, and examination fee expenses related to the course. Twelve  
10 hours of unused educational leave and \$175 of unused educational funds may be carried over  
11 for a period of one year. Any additional unused leave or funds shall not cumulate from year to  
12 year. No nurse may use another nurse's educational leave or tuition reimbursement.

13  
14 **15.2 Authorization of Educational Leave** - Each Registered Nurse desiring to take  
15 educational leave shall inform his or her immediate supervisor as far in advance as is  
16 practicable of the nature and date(s) of the course which he or she proposes to attend, but no  
17 later than the day required for making a nurse's needs and desires known to the Hospital under  
18 Section 14.9. No Registered Nurse shall be entitled to paid educational leave unless such leave  
19 is specifically requested and authorized in advance. The Medical Center shall not unreasonably  
20 withhold approval of up to twenty-four (24) hours of educational leave, consistent with patient  
21 care needs. If the Medical Center denies a nurse's request for such educational leave, it will  
22 provide the nurse with the reason for the denial, in writing, within 21 calendar days of its receipt  
23 of the nurse's request. The nurse may appeal such a denial to the Chief Nurse Executive (or  
24 his or her designee). The Chief Nurse Executive (or his or her designee) may approve  
25 education leave beyond twenty-four hours in his or her sole discretion. The Medical Center at its  
26 discretion may require proof of actual attendance at such continuing education courses and,  
27 during a nurse's introductory period, may deny educational leave for any reason. Any nurse  
28 attending a continuing education course in the medical care field, for which the nurse received  
29 leave or expenses under Section 15.1, may be required by the Hospital to share, orally and/or in  
30 writing, the knowledge and experience gained.

31  
32 **15.3 Inservice Education** - The Medical Center will continue to conduct regularly scheduled  
33 in-service classes for Registered Nurses. Attendance at specific in-service classes by a  
34 particular Registered Nurse or a particular group of Registered Nurses may be required by the  
35 Medical Center. All in-service classes and department meetings where attendance is required  
36 by the Medical Center and all in-service classes and department meetings actually attended  
37 during a Registered Nurse's working time, shall be paid time. At the Registered Nurse's option,

1 unpaid in-service classes attended by a Registered Nurse during nonworking hours can qualify  
2 for educational leave payments. The Medical Center will consult upon request with the  
3 Association in an effort to improve the presentation and content of regularly scheduled  
4 in-service classes.

5  
6 Registered Nurses who must take a full shift off of work to complete a mandatory in-service  
7 class will be compensated for their full shift regardless of the time spent in the class.

8  
9 All travel time incurred in conjunction with mandatory education not offered at the Medical  
10 Center campus will be paid in accordance with state and federal law and mileage reimbursed in  
11 accordance with Providence policy. It is the responsibility of the nurse to record and timely  
12 report such time.

13  
14 **15.4** The Medical Center will pay for the registration fees necessary to obtain ACLS, PALS,  
15 ENPC, NRP, and BLS, if such credential or education is required by the Medical Center. For  
16 ACLS or BLS credential or re-credential, the nurse must successfully complete and pass a  
17 course offered at Providence facilities or through a Providence-preferred educational provider to  
18 receive full payment for registration fees. If the nurse takes a course elsewhere, he or she is  
19 responsible for paying the amount that exceeds the fee charged at a Providence facility or  
20 through a Providence-preferred educational provider.

21

22 **ARTICLE 16 - PROFESSIONAL NURSING CARE COMMITTEE**

23 **16.1** The Association bargaining unit at the Medical Center shall select the members of the  
24 Professional Nursing Care Committee from bargaining unit employees. This committee shall  
25 have no more than seven (7) members.

26

27 **16.2** This Committee shall convene and meet once every other month unless cancelled by  
28 mutual agreement to respond to specific circumstances that may arise in the area of  
29 professional nursing care. The Association shall select its respective members of the  
30 Committee each time it is convened. The Committee shall set the meeting schedule, and may  
31 meet more often upon mutual agreement. Each Committee member shall be entitled to up to  
32 two (2) paid hours at the nurse's regular straight-time rate for attendance at Committee  
33 meetings.

34

35 **16.3** The Committee shall prepare an agenda, and provide such agenda to the Chief Nurse  
36 Executive one week in advance of the meeting if possible, and keep minutes for all its meetings,  
37 a copy of which shall be provided to the Chief Nurse Executive within five (5) working days after



1 each meeting. Agenda items may be introduced by Association representatives or by the  
2 Medical Center, provided, however, that neither the Association nor the Medical Center shall be  
3 required to address subjects of bargaining and/or contractual issues in the Committee.  
4

5 **16.4** The Committee shall focus on issues that provide for the improvement of patient care  
6 and nursing practice.  
7

8 **16.5** The Chief Nurse Executive, or designee, shall meet with the Committee upon request of  
9 the Committee for the purpose of exchanging information. The Committee may provide the  
10 Chief Nurse Executive, or designee, with recommendations on pertinent subjects including the  
11 financial soundness of any proposal.  
12

13 **16.6** The Medical Center recognizes the responsibility of the Committee to recommend  
14 measures objectively to improve patient care and will duly consider such recommendations and  
15 will advise the Committee of action taken.  
16

## 17 **ARTICLE 17 - TASK FORCE**

18 **17.1 Purpose** - The Medical Center and the Association agree to create a task force for the  
19 purpose of facilitating communication and fostering a model of cooperative problem solving of  
20 workplace concerns, arising during the term of the current agreement.  
21

22 **17.2 Membership** - The Association shall appoint three (3) members of the task force, at  
23 least two (2) of whom shall be employed by the Medical Center. The Medical Center shall also  
24 appoint three (3) members to the task force.  
25

26 **17.3 Meetings** - The task force will set a schedule of regular meetings of monthly, or as  
27 otherwise agreed to between the Medical Center and the Association. Employed nurse  
28 members will be paid up to one (1) hour for attendance at task force meetings, however if both  
29 parties agree the meeting needs to continue longer than one hour then nurse members will be  
30 paid for the extended meeting time.  
31

32 **17.4 Agreement** - If after exploring alternatives, the task force reaches a solution that is  
33 acceptable to the task force, such solution will be implemented by the Medical Center. Any  
34 agreed-upon solution reached by the task force is not grievable, nor is the task force's failure to  
35 agree on a matter grievable.  
36

37 **17.5 Agenda and Minutes** - The task force will designate co-chairs (one Association

1 member and one Hospital member) to prepare an agenda at least five (5) days before each  
2 meeting. Each co-chair will alternate chairing the meeting. A member of the task force shall be  
3 appointed on a rotating basis to take minutes, and will provide the minutes for each meeting  
4 within seven (7) days of the meeting. The minutes and information furnished by the Medical  
5 Center and the task force members in connection with the functioning of the task force are  
6 confidential, and may be disclosed to other persons only by mutual agreement of the Medical  
7 Center and the Association.

## 8 9 **ARTICLE 18 - JURY DUTY AND WITNESS PAY**

10 The Medical Center will pay at the regular rate all working hours lost by a nurse due to jury call  
11 or jury duty, or lost due to service as, or preparation to be, a witness in any legal proceeding  
12 with respect to events involving the Medical Center or occurring on Medical Center property.  
13 Legal proceedings covered by the preceding sentence will not include proceedings in which the  
14 Association or the nurse is a party, unless the nurse is subpoenaed by the Medical Center to  
15 testify as a witness. All jury duty or witness fees received by a nurse must be paid over to the  
16 Medical Center if, and to the extent that, the nurse in question receives wage payments for such  
17 jury or witness service as provided herein. Non-day shift personnel serving as a witness or on  
18 jury duty as defined herein shall be relieved from work, and entitled to the same payments as  
19 day-shift persons in the same circumstances, plus the nurse's applicable shift premium for hours  
20 paid under this section. The Medical Center's obligation with respect to jury pay will not exceed  
21 120 hours of such pay for a nurse in any calendar year

## 22 23 **ARTICLE 19 - SENIORITY**

24 **19.1 Definition** - Seniority shall mean length of continuous employment by the Medical  
25 Center, as follows:

26 A. For nurses who became nurses before January 1, 1987: commencing with the  
27 most recent date of hire, and shall include service in non-nursing jobs.

28 B. For nurses who became nurses from and after January 1, 1987, but prior to  
29 ratification of this agreement: commencing with the date he/she became a nurse.

30  
31 C. For nurses hired after ratification of the Agreement: commencing with the date  
32 he/she became a nurse in the bargaining unit.

33  
34 D. Seniority shall terminate upon the termination of employment, except for a nurse  
35 who resigns his or her position in the bargaining unit and is rehired within twelve (12) months of  
36 his or her resignation date.

1 **19.2 Seniority Lists** - The Medical Center will maintain and make available to nurses and the  
2 Association a seniority list covering all nurses, and will update this list no less often than  
3 biannually.  
4

5 **19.3 Vacancies**

6 A. Before filling a permanent vacancy in a nursing position covered by this  
7 Agreement, the Medical Center shall electronically post a notice of vacancy for a period of at  
8 least seven (7) calendar days. Such notice shall describe the open position including shift and  
9 FTE and specify a time and manner by which employees may apply for such position. The  
10 Medical Center shall investigate, analyze and determine the ability and qualifications of each  
11 applicant for the position, and shall select the person most qualified for the job. Where the  
12 Medical Center determines that two or more applicants have the necessary qualifications and  
13 ability, seniority shall be the deciding factor, unless the Medical Center determines that a less  
14 senior applicant has substantially greater qualifications or ability. The Medical Center's  
15 determination of qualifications and ability shall be controlling, provided that the Medical Center's  
16 determination is not arbitrary and capricious.  
17

18 B. The Medical Center may fill vacancies temporarily for up to 90 days, after which  
19 the Medical Center will not fill the vacancy temporarily, except in emergency situations, unless it  
20 posts a notice of vacancy. The period of temporary filling of a vacancy shall not be considered  
21 in determining qualifications for such vacancy if it becomes a permanent vacancy under  
22 Section 19.3a. The Medical Center may assign a nurse temporary charge nurse  
23 responsibilities, without regard to the procedure in Section 19.3, pending the filling of the  
24 vacancy permanently, or in compliance with the recall provisions of Section 19.8.  
25

26 C. If a nurse wants to continue in a job, shift and unit, but wants to increase or  
27 decrease the number of scheduled days in the nurse's workweek, such change may be made if  
28 the Medical Center agrees, subject to the following limitations:

29 1. The change is for one (1) day per week or less.  
30

31 2. Any decreased scheduled time must first be filled, if the Medical  
32 Center determines it to be necessary.  
33

34 3. In filling scheduled time as a result of an increase or decrease, the  
35 Medical Center may, as an alternative to Section 19.3a, post the vacancy in the  
36 involved unit. Only nurses on the involved unit will be eligible for such scheduled  
37 time. If more than one (1) eligible nurse applies for such time, the most senior

1 applicant will receive it, unless this would result in scheduled overtime for the  
2 nurse.

3  
4 4. A .6 FTE or .8 FTE nurse may increase the number of the nurse's  
5 scheduled days to full-time status on the same job, shift and unit, by applying in  
6 writing to the Human Resources Director for reclassification to full-time status, in  
7 the following circumstances: (a) for a .8 FTE, if the nurse has worked three (3)  
8 extra shifts in the same job, shift and unit, in each of the three (3) consecutive  
9 schedule periods immediately preceding the schedule period in which the  
10 application is made; or (b) for a .6 FTE, if the nurse has worked six (6) extra  
11 shifts in the same job, shift and unit, in each of the three (3) consecutive  
12 schedule periods immediately preceding the schedule period in which the  
13 application is made. In either of these circumstances, the reclassification to full-  
14 time status will occur in the following posted schedule period, and the increased  
15 shifts will not be subject to posting as a vacancy.

16  
17 5. The Medical Center may initiate the reclassification of a .6 or .8  
18 FTE nurse to FT FTE status when the following circumstances apply:

19  
20 (a.) for a .8 FTE, if the nurse has worked three (3) extra shifts in  
21 the same job, shift and unit, in each of the six (6) consecutive schedule  
22 periods immediately preceding the schedule period in which the  
23 reclassification is made; or

24  
25 (b.) for a .6 FTE, if the nurse has worked six (6) extra shifts in the  
26 same job, shift and unit, in each of the six (6) consecutive schedule  
27 periods immediately preceding the schedule period in which the  
28 reclassification is made.

29  
30 In either of these circumstances, the reclassification will occur in the following  
31 posted schedule period and the increased FTE awarded to the nurse will not be  
32 subject to the posting requirements of Section 19.3(A).

33  
34 **19.4 Shift Cancellations** - An extended layoff is defined as a layoff of more than one  
35 workday's duration, i.e., any layoff except a shift cancellation (also called stay home for low  
36 census or mandatory day off). In case of shift cancellation in a unit, shift cancellations shall be  
37 in accordance with Appendix B.

1 **19.5 Assignment in Lieu of Shift Cancellation** - Notwithstanding the layoff-recall  
2 provisions of this Agreement, nurses subject to shift cancellation may be assigned available  
3 work in a helping hands capacity elsewhere in the Medical Center for the duration of the shift as  
4 follows:

5 A. The Medical Center may require any nurse hired after April 19, 2011 to work on  
6 another unit in a helping hands capacity if the nurse has at least five hundred (500) hours of  
7 continuous employment with the Medical Center as a nurse.

8  
9 B. Each nurse employed as of April 19, 2011 who has not indicated that he/she will  
10 work in a helping hands capacity will not be required by the Medical Center to do so. Any such  
11 nurse who has previously indicated or may at any future time indicate, in writing, that they are  
12 willing to work in a helping hands capacity may not later choose to not do so, except pursuant to  
13 subsections D and F below.

14  
15 C. Working as Helping Hands: Helping hands means that the nurse is expected to  
16 help out but does not take a patient care assignment.

17  
18 D. A nurse who has agreed to work as helping hands (as outlined in paragraph B) or  
19 who is hired after April 19, 2011 will receive 100% of the hours in which the nurse was working  
20 as helping hands as credit toward his or her Mandatory Low Census (as set forth in  
21 Appendix B).

22  
23 E. Nurses who obtain a waiver approved by consensus at the Nursing Task Force  
24 will not be required to work in a helping hands capacity. In sensitive situations a nurse may  
25 request that the waiver be considered by a subcommittee of the NTF limited to one  
26 management representative and one Association representative. In addition, nurses may  
27 request that the NTF not be aware of their identity.

28  
29 F. Nurses who are not required to work in a helping hands capacity pursuant to this  
30 section will not be required to work in a helping hands capacity if they return to the bargaining  
31 unit after a break in service of less than one year.

32  
33 G. A nurse who has more than six (6) years of continuous employment as a nurse  
34 with the Medical Center may request to be exempt from working as helping hands. Such  
35 requests will be considered in good faith by the Medical Center subject to patient care needs.

36  
37 H. Notwithstanding the above provisions, the Medical Center will endeavor to

1 minimize working in a helping hands capacity when reasonably feasible. When the Medical  
2 Center determines that working in a helping hands capacity is needed:

3 1. Nurses will receive or have been previously given orientation needed to  
4 work on the unit, including the layout of the unit, codes and passwords, and location of  
5 supplies.

6  
7 2. Nurses will generally work as helping hands on a rotational basis. All  
8 nurses who float will be PMAB trained.

9  
10 3. The Medical Center will make reasonable efforts not to regularly require a  
11 nurse to work as helping hands on more than one unit per shift.

12  
13 **19.7 Temporary Work While On Layoff** - The Medical Center shall maintain a list of all  
14 nurses on layoff according to seniority. The most senior qualified nurse on this layoff list shall  
15 be offered first opportunity to perform available temporary work, if the nurse requests such  
16 opportunity, until such time as the nurse withdraws such request. Such preferential opportunity  
17 will be offered in accordance with the procedures of the following subparagraphs:

18 A. Offers of such work will be made by telephone.

19  
20 B. If the offer of available work is for work in his or her former job, shift and unit, and  
21 the nurse declines the offer, the nurse will be treated as having withdrawn the request for such  
22 preferential opportunity until the following week. For purposes of this paragraph, a week is from  
23 0001 on Sunday through 2359 on Saturday.

24  
25 C. The nurse may decline the offer of available work if it is different from his or her  
26 former job, shift and unit, and retain the same position on the layoff list. Alternatively, the nurse  
27 may accept the offered work if it is different from his or her former job, shift and unit, and shall  
28 still be considered to be on layoff for purposes of future recall rights under the next paragraph.

29  
30 D. If the Medical Center cannot reach the nurse by telephone or the nurse declines  
31 the offer, the Medical Center may offer such work to the remaining qualified nurses on the layoff  
32 list, in accordance with this paragraph, in order of seniority.

33  
34 E. When the Medical Center cannot reach a nurse by telephone to offer such work,  
35 (1) the nurse's preferential opportunity under this paragraph will continue with respect to  
36 temporary work which becomes available in the subsequent days of the week, if such work has  
37 not previously been offered to and accepted by another nurse, and (2) no more than a week of a

1 particular job, shift and unit will be offered to other nurses until the Medical Center has tried on a  
2 subsequent day to reach the nurse to offer the following week(s) of such work.

3  
4 F. After the above procedures, as applicable, have been followed, nothing in this  
5 Agreement shall preclude the Medical Center from offering temporary work to any nurse.

6  
7 **19.8 Insurance While On Layoff** - The Medical Center will pay its share of the insurance  
8 premium for a nurse on the layoff list, for the remainder of the calendar month in which the layoff  
9 occurs and the immediately following calendar month. Otherwise, the nurse will not accrue any  
10 benefits while on layoff.

11  
12 **19.9 Effect of Long Term Layoff** - If a nurse has been on the layoff list and has not  
13 performed available nursing work for twelve (12) months, the nurse's seniority and  
14 reemployment rights will terminate.

## 15 16 **ARTICLE 20 - REDUCTION IN FORCE**

17 **20.1** A reduction in force is defined as the involuntary elimination of a regular nurse's position  
18 or an involuntary reduction of a regular nurse's scheduled hours or shifts.

19  
20 **20.2** For purposes of this article, "qualified" means that the nurse is able to be precepted on  
21 site at The Medical Center up to six weeks of assuming the new role or position.

22  
23 **20.3** If the Medical Center determines that a reduction in force as defined in Section A of this  
24 article is necessary, a minimum of 45 days' notice will be given to the Association detailing  
25 purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions.  
26 The Medical Center will provide the Association with a list of open RN positions at The Medical  
27 Center and, at the request of the Association, at any other Providence facilities within Oregon.  
28 An "open position" is any position for which the facility is still accepting applications.

29  
30 **20.4** Upon notice to the Association, representatives of The Medical Center and the  
31 Association will meet to discuss scope of the reduction and the likely impacted unit or units,  
32 shifts, and positions as well as options for voluntary lay-offs (including requests for voluntary  
33 layoff), reduction of the scheduling of intermittently employed nurses, conversion from regular  
34 nurse status to an intermittently employed nurse and FTE reductions (full-time nurses going to  
35 part-time status). The Medical Center will consider the options suggested by the Association,  
36 but will not be required to implement the suggested options.

1 **20.5** If after meeting with the Association, The Medical Center determines that a reduction in  
2 force is still needed the nurse or nurses on the unit or units to be impacted will be given a  
3 minimum of 30 days' notice. If there are any posted RN positions within The Medical Center at  
4 the time of a reduction in force, The Medical Center will wait to fill such positions with an  
5 external applicant until it has become clear which nurses will be impacted by the reduction in  
6 force (either laid off or displaced into another position), and those nurses have had an  
7 opportunity to apply for those positions. The Medical Center may immediately post and fill  
8 nursing positions if either (1) it is apparent that the nurses likely to be impacted by the reduction  
9 in force are not qualified for the open position or (2) The Medical Center has an urgent need to  
10 fill the position for patient care reasons. The Medical Center will inform other employers within  
11 Providence-Oregon of the existence of the reduction in force, and request that they consider  
12 hiring the impacted nurses, if any, for any open positions.

13  
14 **20.6** Upon notification to the impacted nurse or nurses on the unit or units The Medical  
15 Center will displace the nurses in the following manner. Where more than one nurse is to be  
16 impacted in a unit or units, the impacted nurses will progress through each step of the process  
17 as a group so that the nurse or nurses with the most seniority will have the first choice of  
18 displacement options and progress in a manner so that the nurse or nurses with the least  
19 seniority will have the least options.

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

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

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



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

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

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

19 E. The displaced nurse will be laid off.  
20

21 **20.7** In the event The Medical Center undergoes a layoff and a position exists in a unit  
22 affected by the layoff that requires special skills and/or competencies which cannot be  
23 performed by other more senior nurses in that unit, The Medical Center will notify the  
24 Association of the need to potentially go out of seniority order. The parties agree to promptly  
25 meet and discuss the unit, scope of layoff, the job skills required, and how to address the  
26 situation in order to protect seniority rights and care for patients. In analyzing the special skills  
27 and/or competencies, the ability to provide training to more senior nurses will be considered.  
28 Special skills and competencies will not include a specific academic degree, non-mandatory  
29 national certifications, disciplinary actions or work plans.  
30

31 **20.8** Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off  
32 is/are qualified to perform the work of the recall position. A displaced nurse under any of the  
33 preceding sections or subsections of this article, including recalled nurses under the previous  
34 sentence, will be given preference for vacancies in the same unit and/or cluster, in order of their  
35 seniority. Such recall rights continue for up to twelve (12) months from date of displacement. It  
36 is the responsibility of the displaced nurse to provide The Medical Center with any changes in  
37 address, telephone number or other contact information. If the displaced nurse fails to provide

1 The Medical Center with such changes and The Medical Center is unable to contact him or her  
2 with available contact information, he or she forfeits any recall rights.

3  
4 **20.9 Workforce reorganization.** A workforce reorganization shall include staffing changes  
5 resulting from a merger or consolidation of two or more units, increases or decreases in FTE  
6 status among bargaining unit members, and changes of positions within a seniority pool.

7 Prior to implementing a workforce reorganization, the Medical Center will provide the  
8 Association a detailed tentative reorganization plan at least forty-five (45) days in advance of the  
9 scheduled implementation date. The Medical Center shall, upon demand by the Association,  
10 bargain the impact of the work force reorganization.

11  
12 In the event a unit reorganization involves reductions in FTEs, the reduction in force procedures  
13 outlined in this Article 20 shall be followed.

## 14 15 **ARTICLE 21 - PAID TIME OFF**

16 Paid time off is a plan to give each Registered Nurse more leisure time off with pay. In  
17 comparison with the traditional vacation, holidays, and pay for sick days, paid time off provides  
18 paid days for a nurse to use as he or she wishes, plus additional protection for extended  
19 absences due to illness or injury.

20  
21 The following provisions apply to nurses employed on or before April 19, 2011:

22  
23 **21.1 Paid Time Off** - Time off with pay for vacations, holidays, sickness, personal emergency  
24 or other reason is called paid time off. Paid time off has two parts--paid time off (PTO) hours  
25 and Extended Illness Time (EIT) hours.

### 26 27 **21.2 Paid Time Off (PTO) Accrual**

28 For nurses employed on or before April 19, 2011:

29 A. A nurse accumulates PTO hours each pay period starting with the first hour of  
30 work. However, no nurse is entitled to payment for, or use of, PTO hours until completion of the  
31 introductory period, except in cases of mandatory low census (if requested by the nurse).

32  
33 B. PTO hours can be used for a vacation, holiday, sickness, or any other reason  
34 desired, but may only be taken for hours on regularly scheduled shifts. PTO benefit hours  
35 accumulate on a hours paid basis. For every hour a nurse is paid, whether it is a regular work  
36 hour (including overtime), or a non-work paid hour such as bereavement leave, educational  
37 leave, or paid leave itself, the nurse accumulates PTO credit. However, there is no PTO accrual

1 for pre-scheduled but not worked on-call time, or for PTO that is “cashed out” on termination  
 2 PTO benefit hours will also accumulate during the unpaid hours of a shift which has been  
 3 canceled. Notwithstanding the prior provisions, a nurse will not accrue PTO on any hours above  
 4 2,080 per year.

5 All full time and part time Nurses employed on or before April 19, 2011 will  
 6 accrue PTO as follows:

<b>Continuous employment</b>	<b>Accrual Rate</b>	<b>Annual accrual based on 2,080 hours</b>	<b>Maximum accrual</b>
Less than 5 years	.09231	192	288
At least 5 but less than 10 years	.10769	224	348
At least 10 but less than 15	.12307	256	408
15 or more years	.13461	280	408

7 For nurses hired after April 19, 2011:

8 A. All full time and part time Nurses hired after April 19, 2011 will accrue PTO as  
 9 follows:

<b>Continuous employment</b>	<b>Accrual Rate</b>	<b>Annual accrual based on 2,080 hours</b>	<b>Maximum accrual</b>
Less than 5 years	.0924	192	288
At least 5 but less than 10 years	.1116	232	348
At least ten	.1308	272	408

10 B. A paid hour in subparagraph A above will include only hours directly  
 11 compensated by the Medical Center, and mandatory days off, and will exclude standby hours,  
 12 hours compensated through third parties, hours paid in lieu of notice of termination, or hours  
 13 while not classified as a benefit-eligible nurse. A paid hour includes hours taken as PTO and  
 14 EIT. Notwithstanding the prior provision, a nurse will not accrue PTO on any hours above 2,080  
 15 per year.

16  
 17 C. PTO Use. Accrued PTO may be used in the pay period following completion of  
 18 six (6) months of employment and then in or after the pay period following the pay period when  
 19 accrued, except with respect to use on observed holidays as provided in below.

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

3 1. When a nurse is on a mandatory day off, by making the appropriate entry  
4 on the nurse's timecard; or

5  
6 2. For military leaves of absence under federal leave laws.

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

11  
12 PTO may not be used when the nurse is eligible for Medical Center compensation in  
13 connection with paid bereavement leave, jury duty, witness service, or EIT.

14  
15 D. Change in Status. A nurse's unused PTO account will be paid to the nurse in the  
16 following circumstances:

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

20  
21 2. Upon changing from benefit-eligible to non-eligible status, provided the  
22 nurse has been employed for at least six (6) months at the time of the change.

23  
24 A nurse hired on or before April 19, 2011 may elect at any time that the provisions of 21.2,  
25 Section 2, will apply to him or her, and once elected shall apply to that nurse for the remainder  
26 of the nurse's employment with the Medical Center.

27  
28 **21.3 PTO Scheduling** - Scheduled PTOs or unpaid time off shall be scheduled in accordance  
29 with the scheduling procedures in Section 14.9. In case of illness, accident, or emergencies,  
30 PTO hours, or unpaid time off, may be taken without prior scheduling. Scheduled PTO hours or  
31 unpaid time off must be used in a block of at least eight (8) hours. Unscheduled PTO hours or  
32 unpaid time off (illness, accident, and personal emergencies, for example, emergency doctor  
33 appointment, family illness, or funeral) can be used in less than eight hour blocks. A nurse may  
34 utilize scheduled unpaid time off, rather than use PTOs, in accordance with Section 21.8.

35  
36 **21.4 PTO Request Procedure** - Should the Medical Center be unable to find adequate  
37 coverage for a nurse's requested scheduled PTOs or requested scheduled unpaid time off, a

1 nurse's request for PTO hours or unpaid time off may be denied even though a nurse has given  
2 the required advance notice under Section 14.9. A decision to deny a request will be made no  
3 later than the third (3rd) day before the schedule's posting deadline. Prior to the date the  
4 schedule is posted, the Medical Center will attempt to notify the nurse of the action on the  
5 request. If a request is granted for a block of PTOs of five consecutive workdays or more, the  
6 nurse will not be scheduled to work during that time period without the nurse's consent. Once  
7 approved and scheduled, a nurse's PTOs or unpaid time off shall not be unilaterally changed by  
8 the Medical Center. If more than one nurse in a unit asks for the same time off, and gives the  
9 required advance notice under the scheduling article, but the operational and staffing needs of  
10 the Medical Center will not allow all such nurses to take this time off, the nurse(s) with the  
11 longer continuous employment of any type by the Medical Center, commencing with the most  
12 recent date of hire, will be given preference; except as provided below with respect to certain  
13 "priority" requests. Where the time off requested is for New Year's Day, Thanksgiving, or  
14 Christmas, a nurse who received that holiday off in the previous year may not use the  
15 preference provided for in the preceding sentence. If a nurse is denied requested time off but is  
16 able to find coverage before the 8<sup>th</sup> day after posting of the schedule and provides the nurse's  
17 manager with written commitment from the other nurses of such coverage, the nurse shall be  
18 granted the time off. Trades will be granted when they do not incur additional overtime or other  
19 premium pay, and staffing levels and skill mix must be maintained. All other requests for trades  
20 will be reviewed at manager discretion.

21

22 **21.5 PTO Priority Requests** - When "priority" requests for a block of PTOs of seven  
23 consecutive calendar days or more are submitted to the Medical Center in writing at least four  
24 (4) months but not more than six (6) months in advance of the posting deadline for the schedule  
25 containing the beginning of such block, the relative length of continuous employment will not be  
26 relevant except as specified below in this section.

27 A. "Priority" requests are those where it is extremely important that the nurse in  
28 question actually be scheduled for the PTOs requested, due to events requiring definite  
29 scheduling commitments, such as family reunions, graduations, advance airline reservations or  
30 travel tour bookings, vacations during the same time period as a spouse's or other relative's  
31 pre-scheduled vacation, and the like. Nurses will indicate that a request is a priority request by  
32 email notification to the manager.

33

34 B. A nurse will be eligible for this "priority" request procedure only if the nurse has,  
35 on the request date, sufficient PTO accrual to cover the requested time off, or is expected to  
36 have such accrual, based on the nurse's accrual level, when the requested time off would occur.

1 C. The Medical Center will inform the nurse no later than one month after receiving  
2 the priority request whether the requested PTOs will be granted or denied.

3  
4 D. If more nurses make priority requests under this paragraph for the same days  
5 than can be accommodated consistent with the unit's core staffing level, the request(s)  
6 received on the earliest date will be given preference, except that, in the case of requests  
7 received on the same date, the nurse with the most seniority will be given preference. Such  
8 seniority preference may not be exercised more than once in any two (2) consecutive calendar  
9 years.

10  
11 E. Nurses may not priority request the same holiday off in a two year cycle nor may  
12 they priority request the days between Christmas Eve and New Year's Day and/or the week of  
13 Spring Break.

14  
15 **21.6 Holidays** - In a department that is "closed" on a designated holiday (New Year's Day,  
16 Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas) for routine patient care  
17 or elective cases, but may provide nursing care on an urgent or emergency basis, the following  
18 will apply:

19 A. A nurse will not be required to use PTO if (1) the nurse works in a unit that is  
20 normally scheduled only Monday through Friday; (2) the unit is closed for the holiday; and (3)  
21 the Medical Center places the nurse on standby for the holiday.

22  
23 B. Full-time nurses who normally work a five (5) day a week position, and who do  
24 not normally work on holidays, may request PTO on such holiday.

25  
26 C. Part-time nurses will be scheduled for their normal number of scheduled hours in  
27 the holiday week, with the holiday considered as one of their regular days off, unless the nurse  
28 requests PTO for the holiday in accordance with 12.9, 16.2b, and 16.4.

29  
30 D. Being on standby call on the holiday will not affect PTO eligibility under this  
31 section.

32  
33 **21.7 Conditions For Paid Time** - All scheduled or unscheduled PTO hours taken shall be  
34 with pay. All scheduled or unscheduled time off taken by an RN, except to the extent specified  
35 to the contrary below, shall be paid time off.

1 **21.8 Taking Unpaid Time Off**

2 An RN can take only the following time off, if desired, without pay,

- 3 1. Leaving early (with supervisory approval).
- 4
- 5 2. Supervisory reduction in force (temporary layoff, shift cancellation
- 6 or layoff for part of shift).
- 7
- 8 3. Time spent in collective bargaining negotiations.
- 9

10 **21.9 Finding Replacements** - Any nurse exercising her/his option to find an acceptable  
11 replacement for a scheduled shift (and who does not merely trade shifts with the replacement  
12 employee during the same work week) will take PTO pay for this time off and such trade cannot  
13 result in overtime or other premium payments.

14

15 **21.10 PTO Accrual and Shift Cancellation -**

16 An RN may occasionally have a shift canceled, or be requested to go home for part of a shift,  
17 due to lack of work. Sometimes the nurse may be requested to stay on an on-call basis at  
18 home. In such shift cancellations or layoffs for a portion of a shift, the RN will continue to accrue  
19 PTO and EIT hours for the canceled hours in the shift. He or she shall have the option of taking  
20 such canceled hours as unpaid time off or PTOs. If the nurse chooses to take these canceled  
21 hours of a shift as PTOs and is requested by the Medical Center to stay "on-call" for these hours  
22 as well, any PTO pay shall be in addition to on-call pay. This section applies to nurses  
23 employed on or before April 19, 2011 only.

24

25 **21.11 Computation of PTO Pay** - Compensation for PTO hours will be at the straight-time  
26 rate of pay.

27 A. For nurses not in variable shift positions, it will include shift differentials or other  
28 sorts of premium pay (e.g., Charge nurse pay) for those nurses regularly working more than  
29 eighty percent (80%) of their time on shifts or in jobs which receive such premium pay.

30

31 B. For nurses in variable shift positions, the only premium rate that will be included  
32 in PTO pay will be certification premium which would have been payable to the nurse if the  
33 nurse had worked such hours. However, at the beginning of each calendar year, the Medical  
34 Center will determine the percentage of the nurse's time worked during the preceding calendar  
35 year on shifts for which shift premium or a special job premium (Charge nurse) was paid. If the  
36 percentage is more than eighty percent (80%) of their time on shifts or in jobs which receive

1 such premium pay, then a supplemental payment will be issued for such premium pay, as  
2 applicable, for PTO taken during the preceding calendar year.

3  
4 **21.12 PTO Benefit Year** - The paid leave benefit year will commence January 1 of each year  
5 and end December 31 of each year. There shall be no minimum number of PTO days which an  
6 RN must take each benefit year.

7  
8 **21.13 Extended Illness Time (EIT) Defined** - Another benefit of paid leave is the extended  
9 illness bank (EIT). EIT hours are intended to be used only in cases of disability due to extended  
10 illness or accident. Therefore, they can only be used after a nurse has been ill or disabled for  
11 twenty-four (24) consecutive working hours, for scheduled hours missed after said working  
12 hours; or earlier for scheduled hours missed from the first day of hospitalization, including being  
13 in the Medical Center for day surgery. Nurses employed on or before April 19, 2011 who have  
14 240 or more hours of EIT may use EIT hours for illnesses of less than twenty-four (24) working  
15 hours following a waiting period of 24 consecutive scheduled working hours. Nurses who were  
16 hired after April 19, 2011 who have accumulated over 240 EIT hours may use these hours for  
17 illnesses of less than twenty-four (24) consecutive working hours.

18 The accrual and computation of pay conditions for EIT hours are the same as for PTOs (see  
19 Sections 21.2 and 21.11).

20  
21 **21.14 EIT Accrual** - For every hour paid, .027 EIT hours are accumulated by both full-time and  
22 part-time employees. This amounts to approximately seven (7) days per year for full-time  
23 employees. EITs can accumulate to a maximum of 720 hours, or ninety (90) days.

24  
25 **21.15 EIT Use** - Any nurse utilizing EITs will be required to provide a physician's statement to  
26 the Medical Center which details the beginning and ending dates of the disability due to  
27 accident or illness, and the nature of the disability, to be eligible for EIT payments. For nurses  
28 employed on or before April 19, 2011, those eligible for first day use of EITs must provide such  
29 a physician's statement for such disabilities lasting three or more days.

30  
31 **21.16 Other Leaves** - PTO and EIT hours are paid leave hours designed to substitute for sick  
32 leave, vacation and holidays. Educational leave, unpaid medical or personal convenience  
33 leaves of absence, bereavement leave, jury duty and witness leave, and so forth, shall continue  
34 to be available to nurses, and administered by the Medical Center as in the past, according to  
35 the provisions of this Agreement.

36  
37 **21.17 Cashout of PTO on Termination** - Upon termination of employment, an RN shall be



1 paid for all unused PTOs at the RN's straight-time rate of pay, including premium pay when  
2 applicable, provided the RN is not within the first 90 days of continuous employment. An RN  
3 shall not be reimbursed for unused days in the Extended Illness Time.

4  
5 **21.18 Workers' Compensation** - PTO may be used in addition to receiving workers'  
6 compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and  
7 workers' compensation benefits that does not exceed two-thirds (2/3) of the nurse's straight-  
8 time pay for the missed hours.

9  
10 **21.19 Effect of PTO/EIT Payment** - Once PTO or EIT is paid to a nurse, it will not be  
11 transferred back to the nurse's PTO or EIT account.

## 12 13 **ARTICLE 22 - LEAVES OF ABSENCE**

14 Nurses will be eligible to participate in the Medical Center's leave of absence policy then in  
15 effect. If, during the term of this Agreement, the Medical Center intends to change the leave of  
16 absence policy as it affects nurses, it will give the Association 30 days' written notice and meet,  
17 if requested.

## 18 19 **ARTICLE 23 - BEREAVEMENT LEAVE**

20 The Medical Center will provide up to three (3) days' paid leave to a nurse for time lost from  
21 scheduled days of work for purposes related to the death of a member of the immediate family  
22 (provided that the leave is taken within a reasonable time of the family member's death).  
23 Immediate family is defined as a spouse, sister, brother, daughter, son, stepchild, mother,  
24 father, grandparent, grandchild, mother-in-law, father-in-law, spouse of the nurse's child, or  
25 other person whose association with the nurse was, at the time of death, equivalent to any of  
26 these relationships. Bereavement leave will also be available in situations where a legal  
27 guardianship exists.

## 28 29 **ARTICLE 24 - EMPLOYMENT STATUS**

30 **24.1 Discipline.** The Medical Center shall have the right to suspend, discharge and  
31 discipline nurses for proper cause. Disciplinary action may include verbal warning, written  
32 warning, or discharge. These forms of discipline will generally be used progressively, but the  
33 Medical Center may bypass one or more of these disciplinary steps. Disciplinary action will be  
34 conveyed in a private manner.

35  
36 **24.2 Individual Work Plans.** Work plans are not disciplinary actions. The goal of a work  
37 plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work

1 plans will outline job requirements, performance expectations, and objectives. The Medical  
2 Center will seek input from a nurse in the development of a plan, but the parties acknowledge  
3 that the Medical Center has the right to determine when to implement a plan and to decide on  
4 the terms set forth in the development or work plan. If a plan is in place and there is a  
5 significant change in circumstances (e.g., significant change in workload or assignment), the  
6 nurse may request an adjustment to the plan to address the changed circumstances.

7  
8 **24.3 Personnel File.** A nurse may review the contents of his/her personnel file upon request,  
9 in accordance with ORS 652.750. A nurse will also be permitted to submit to his/her personnel  
10 file a written rebuttal or explanation, which will be included with any documentation of discipline  
11 or discharge.

12  
13 **24.4 Exit Interview.** A nurse shall, if he or she so requests, be granted an interview upon the  
14 termination of the nurse's employment.

15  
16 **24.5 Assignment.** A nurse who is scheduled to work shall not be assigned to other than that  
17 nurse's scheduled working assignment because of the use of unscheduled nurses. The  
18 preceding sentence shall not apply if it would result in a nurse in the latter category being  
19 assigned to work for which such nurse is not qualified; however, when such nurse(s) is needed,  
20 the Medical Center shall make a reasonable effort to obtain a nurse who is qualified.

21  
22 **24.6 Mandatory Education.** The Medical Center shall make reasonable efforts to provide  
23 nurses with adequate time within their normal full-time equivalency to accommodate mandatory  
24 education. Nurses shall make reasonable efforts to complete mandatory education (such as  
25 HealthStream) and the annual nursing evaluation during regularly scheduled shifts. A nurse who  
26 is finding it difficult to find adequate uninterrupted time away from patient care duties to  
27 complete mandatory education or the nursing evaluation may bring this difficulty to the attention  
28 of his or her manager and/or nursing supervisor. The nurse and the manager will then work  
29 together to schedule a reasonable amount of paid time away from patient care, consistent with  
30 patient care needs, for the nurse to complete the education or evaluation. This may include  
31 during periods of low census, with the approval of the nurse's manager and/or nursing  
32 supervisor.

### 33 34 **ARTICLE 25 - CHANGES DURING TERM OF AGREEMENT**

35 All matters not covered by this Agreement shall be administered by the Medical Center on a  
36 unilateral basis, pursuant to its management rights, during the term of this Agreement without  
37 further collective bargaining with the Association; provided that if the Medical Center is

1 considering making a change in any such matter, which involves a mandatory subject of  
2 collective bargaining, and which would have a significant adverse impact on unit nurses, the  
3 Medical Center will offer to negotiate with the Association about such change prior to  
4 implementing it.

5

6

#### **ARTICLE 26 - MODIFICATION**

7 Subject to the reopener provision in Section 11.11 of this Agreement, no provision or term of  
8 this Agreement may be amended, modified, changed, altered, or waived except by written  
9 document executed by the parties hereto. This written document, including any side letters of  
10 agreement, expresses the entire agreement between the parties.

11

12

#### **ARTICLE 27 - SAVINGS CLAUSE**

13 Should any provision of this Agreement become invalid under any Federal or State law or final  
14 judicial or administrative agency determination, the provision or provisions so affected shall  
15 either be automatically conformed to the requirements of law, or renegotiated by the parties,  
16 and this Agreement shall otherwise continue in full force and effect.

17

18

#### **ARTICLE 28 - DURATION AND TERMINATION**

19 This Agreement shall be effective from its date of ratification, except as specifically provided  
20 otherwise in the Agreement, and shall continue in full force and effect to and including  
21 December 31, 2018 and shall be automatically renewed from year to year thereafter unless  
22 either party gives written notice by registered or certified mail to the other not less than ninety  
23 (90) days prior to the expiration date hereof or any anniversary expiration date that it desires to  
24 modify, change or amend this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of **May 18, 2017**.

2

OREGON NURSES ASSOCIATION

PROVIDENCE WILLAMETTE FALLS  
MEDICAL CENTER



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Sharon Candioto



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David Monego



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Chris Coleman



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Angela Campagna



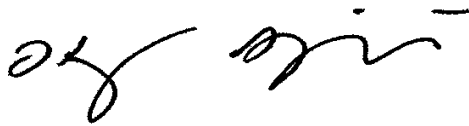
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Virginia Smith



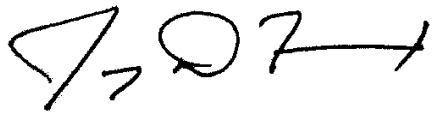
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Julie Smith



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Holly Spitzer



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Jay Formick



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Kellie Thomas

**APPENDIX A - WAGE RATES**

1  
2 The following are the step rates of pay of all nurses employed under the terms of this  
3 Agreement. The rates set forth in the chart below will take effect the first full pay period that  
4 contains the date listed.

5  
6 Effective upon the pay period including 1/1/2017: 2.5% across the board increase.

7  
8 Effective upon the pay period including 1/1/2018: 2.0% across the board increase.

<b>CBA Step</b>	<b>Current 1/1/16</b>	<b>1/1/17 2.5%</b>	<b>1/1/18 2.0%</b>
Start	35.98	36.88	37.62
1	38.39	39.35	40.14
2	39.50	40.49	41.30
3	40.86	41.88	42.72
4	42.56	43.62	44.49
5	44.37	45.48	46.39
6	44.65	45.77	46.69
8	45.16	46.29	47.22
9	45.42	46.56	47.49
10	45.69	46.83	47.77
12	46.42	47.58	48.53
13	46.79	47.96	48.92
15	47.53	48.72	49.69
16	47.91	49.11	50.09
18	48.68	49.90	50.90
20	49.95	51.20	52.22
21	50.45	51.71	52.74
22	50.69	51.96	53.00
25	51.94	53.24	54.30

9 Once a nurse is placed at a step, movement to the next step will be as follows:  
10 A nurse will be eligible for the 1, 2, 3, 4, 5, or 6 year steps after one (1) year at the immediately  
11 preceding step.

- 1 1. A nurse will be eligible for the 8-year step after completion of eight (8) consecutive years  
2 of employment by the Medical Center as a nurse, or after completion of two (2) such  
3 years at the 6-year step, whichever occurs sooner.
- 4 2. A nurse will be eligible for the 9-year step after completion of nine (9) consecutive years  
5 of employment by the Medical Center as a nurse, or after completion of one (1) such  
6 year at the 8-year step, whichever occurs sooner.
- 7 3. A nurse will be eligible for the 10-year step after completion of ten (10) consecutive  
8 years of employment by the Medical Center as a nurse, or after completion of one (1)  
9 such years at the 9-year step, whichever occurs sooner.
- 10 4. A nurse will be eligible for the 12-year step after completion of twelve (12) consecutive  
11 years of employment by the Medical Center as a nurse, or after completion of two (2)  
12 such years at the 10-year step, whichever occurs sooner.
- 13 5. A nurse will be eligible for the 13-year step after completion of thirteen (13) consecutive  
14 years of employment by the Medical Center as a nurse, or after completion of one (1)  
15 such years at the 12-year step, whichever occurs sooner.
- 16 6. A nurse will be eligible for the 15-year step after completion of fifteen (15) consecutive  
17 years of employment by the Medical Center as a nurse, or after completion of two (2)  
18 such years at the 13-year step, whichever occurs sooner.
- 19 7. A nurse will be eligible for the 16-year step after completion of sixteen (16) consecutive  
20 years of employment by the Medical Center as a nurse, or after completion of one (1)  
21 such year at the 15-year step, whichever occurs sooner.
- 22 8. A nurse will be eligible for the 18-year step after completion of eighteen (18) consecutive  
23 years of employment by the Medical Center as a nurse, or after completion of two (2)  
24 such years at the 16-year step, whichever occurs sooner.
- 25 9. A nurse will be eligible for the 20-year step after completion of twenty (20) consecutive  
26 years of employment by the Medical Center as a nurse, or after completion of two (2)  
27 such years at the 18-year step, whichever occurs sooner.
- 28 10. A nurse will be eligible for the 21-year step after completion of twenty-one (21)  
29 consecutive years of employment by the Medical Center as a nurse, or after completion  
30 of one (1) year at the 20-year step, whichever occurs sooner.
- 31 11. The nurse will be eligible for the 22-year step if the nurse has completed at least one (1)  
32 year at the 21-year step.
- 33 12. A nurse will be eligible for the 25-year step after completion of at least three (3) years at  
34 the 22-year step.

35

36 Effective within two full pay periods beginning after ratification of this Agreement, nurses who  
37 have been continuously employed in a position in the bargaining unit for at least 30 years

1 (based on seniority date) will be paid a one-time lump-sum bonus, as follows, on the pay period  
2 following completion of the 30<sup>th</sup> year:

4 Full-time nurses (as of the paydate): \$1,200

5 Part-time nurses (as of the paydate): \$750

7 **A. SHIFT PREMIUMS**

8 1. Nurses scheduled for evening or night shift shall be paid, in addition to  
9 their applicable rates shown above, the following shift premium:

10 **Effective on the Ratification Date of this Agreement**

11 Evening shift: \$2.45

12 Night shift: \$5.75

14 2. Nurses are deemed to be scheduled (including when added to the  
15 schedule to work extra shifts) for day, evening, or night shifts according to the following:

16 **Shift Majority of Scheduled Hours are Between:**

17 Day 7 a.m. and 3 p.m.

18 Evening 3 p.m. and 11 p.m.

19 Night 11 p.m. and 7 a.m.

21 3. Shift premium, if any, for work when called in during a standby call shift  
22 will be determined from the scheduled hours of the standby call shift, on the same basis  
23 as C.2 above.

25 4. A nurse who works daily overtime shall be paid shift premium, if any, for  
26 such overtime hours, according to the nurse's scheduled shift for that workday.  
27 However, if a nurse works four (4) or more hours of daily overtime in a workday, the  
28 applicable shift differential for such daily overtime hours shall be the higher of (a) the  
29 shift differential of the nurse's scheduled shift or (b) the shift differential of the shift in  
30 which the majority of such overtime hours are worked. For purposes of (b) in the  
31 preceding sentence, the day shift is considered to be 7 a.m. to 3 p.m., the evening shift  
32 3 p.m. to 11 p.m., and the night shift 11 p.m. to 7 a.m.

34 5. Instead of C.2 through C.4 above, nurses who are called in to work,  
35 exclusively while on scheduled standby call shifts in OR, Endoscopy, or PACU or of  
36 more than 12 hours in duration in any other nursing unit, shall receive evening shift

1 premium for hours worked between noon and 10:00 p.m., and shall receive night shift  
 2 premium for hours worked between 10:00 p.m. and 7:00 a.m.

3  
 4 **B. CERTIFICATION PREMIUMS.** A nurse who meets the requirements of this section shall  
 5 receive a \$2.40 per hour certification differential.

6 1. The nurse must have a current nationally recognized certification on file  
 7 with the Medical Center, as specified below, for the area where the nurse is permanently  
 8 assigned:

**Peri-op Services**

CAPA®	Certified Ambulatory Perianesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CPAN®	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
RN-BC	Pain Management Nurse	ANCC
CGRN	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
RN-BC	Gerontological Nurse	ANCC
CNOR®	Certified Nurse Operating Room	Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing)
CWS	Certified Wound Specialist	American Academy of Wound Management

**Critical Care**

CCRN	Critical Care Registered Nurse (Adult, Neonatal, and Pediatric Acute)	American Association of Critical Care Nurses Certification Corporation
RN-BC	Pain Management Nurse	ANCC
RN-BC	Gerontological Nurse	ANCC
CVRN-Level I	Cardiovascular (Ed, Telemetry, & Stepdown)	American Board of Cardiovascular Medicine
CVRN-Level II	Cardiovascular (CCU/CVICU and Cath lab)	American Board of Cardiovascular Medicine
SCRN	Stroke Certified Registered Nurse	American Board of Neuroscience Nursing



## Emergency Department

CEN®	Certified Emergency Nurse	Board of Certification for Emergency Nursing
RN-BC	Pain Management Nurse	ANCC
RN-BC	Gerontological Nurse	ANCC
SANE-P	Sexual Assault Nurse Examiner-Pediatric	Forensic Nurse Certification Board
SANE-A	Sexual Assault Nurse Examiner-Adult	Forensic Nurse Certification Board
CPEN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)
CVRN-Level I	Cardiovascular (Ed, Telemetry, & Stepdown)	American Board of Cardiovascular Medicine
SCRN	Stroke Certified Registered Nurse	American Board of Neuroscience Nursing

## Medical/Surgical

CMSRN®	Certified Medical-Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
RN-BC	Medical-Surgical Registered Nurse	ANCC
OCN®	Oncology Certified Nurse	Oncology Nursing Certification Corporation
ONC®	Orthopedic Nurse Certified	Orthopedic Nurses Certification Board
RN-BC	Pain Management Nurse	ANCC
RN-BC	Pediatric Nurse	ANCC
CWOCN®	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
RN-BC	Gerontological Nurse	ANCC
CVRN-Level I	Cardiovascular (Ed, Telemetry, & Stepdown)	American Board of Cardiovascular Medicine
CWS	Certified Wound Specialist	American Academy of Wound Management
SCRN	Stroke Certified Registered Nurse	American Board of Neuroscience Nursing

### BirthPlace

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

### IV Therapy

VA-BC	Vascular Access-Board Certified (VA-BC)	Vascular Access Certification Corporation (VACC)
CRNI	Certified Registered Nurse Infusion	The Infusion Nurses Certification Corporation

### Day Surgery

CRNI	Certified Registered Nurse Infusion	The Infusion Nurses Certification Corporation
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### Child and Adolescent Psychiatric Unit

RN-BC	ANCC Psychiatric- Mental Health Nursing	ANCC
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- 1                    2.        Only one certification and one certification differential will be recognized  
2                    at a time for the purposes of this section.  
3  
4                    3.        If a certification referred to above is no longer offered, the Medical Center  
5                    may, in its discretion, specify a substitute certification; provided, however, there shall not  
6                    be less than one certification recognized for each area.

7    **D.    WEEKEND PREMIUM.** For weekend work, the nurse will be paid a weekend differential

1 of \$1.35 per hour worked. This premium will not be paid for any unworked hours. Weekend  
2 work for purposes of this section is defined as work on a shift which begins on or after 1745  
3 (effective on ratification) on Friday but no later than 1559 on Sunday. This section replaces all  
4 other weekend bonus provisions which may have been in existence before this section's  
5 effective date.

6  
7 **E. EXTRA SHIFT PREMIUM**

8 1. A nurse will be paid a premium of \$15.00 per hour for all hours worked in  
9 excess of the number of the nurse's regularly scheduled hours for the week, when such  
10 excess hours result from the nurse's working hours on an extra shift(s) of at least four (4)  
11 hours each in duration, (three and ½ hours if following the completion of the nurse's  
12 regular shift) at the request of the Medical Center. Employees may split a shift as long  
13 as the total shift is covered. The following regularly scheduled hours not worked will also  
14 be counted for "hours worked" in the week.

15 (a.) Hours because of stay home time whether at the request of the  
16 Medical Center or nurse.

17  
18 (b.) Hours placed on call at the request of the Medical Center or nurse  
19 due to low census.

20  
21 (c.) Any time taken as paid time off including but not limited to EIB,  
22 PTO, jury duty, bereavement, paid educational days, or mandatory inservice  
23 meetings.

24  
25 In determining eligibility for this premium, "hours worked" will not include working as a  
26 result of trades.

27  
28 2. Each nurse shall receive a written confirmation statement signed by the  
29 nurse director or staffing coordinator indicating what shift/hours will qualify for the extra  
30 shift premium.

31  
32 3. If extra shift hours qualify for overtime, the extra shift hours will be  
33 compensated at the applicable overtime rate, according to applicable federal wage and  
34 hour laws.

35  
36 4. A nurse who is placed on standby call while working on a shift that  
37 qualifies for the extra shift premium will be paid the applicable call-back rate as well as

1 the extra shift premium for all hours worked on the extra shift as a result of a call-back.

2

3 5. This section replaces all other bonus rates for working extra shifts which  
4 may have been in existence before this section's effective date.



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5. Per Diem staff

6. Part time/full time staff on the posted schedule with the least recent stay home/standby/or accumulated hours totaling a full shift (including credit for mandatory floating).

7. Situations that will alter the assignment of Voluntary and Mandatory Low Census are:

(a.) The nurse's qualifications may not meet the needs of an area.  
Example: Charge nurse required, new graduate available. Special care nurse needed, staff nurse available.

(b.) The nurse whose turn it is to be off is already on an assigned day off.

C. At Medical Center's discretion, Medical Center may place a nurse on standby (either full or partial shift) or on stay home without being on standby. A nurse may be placed by the Medical Center in one of the following two categories:

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

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

(a.) With Standby. The nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate.

(b.) 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.

When a nurse believes he/she has been instructed to stay home incorrectly, he/she will question the decision. The Charge/staff nurse will double check the stay home chart and if necessary consult with a manager/supervisor before making a final decision.

1 **ADDITIONAL INFORMATION:**

2 A. Each department will continue to maintain a stay home chart based on the  
3 department's nurses' seniority order.

4  
5 B. Each nurse is responsible for keeping track of his/her own stay home time and  
6 for verifying the accuracy of the same on the stay home chart of the department where the  
7 nurse is scheduled to work. The Medical Center will not be responsible for any lost pay or other  
8 financial consequences that result from a nurse's failure to (1) timely question any incorrect  
9 decision to stay home, or (2) verify the accuracy of the nurse's hours not worked on the stay  
10 home chart.

11  
12 C. Partial-shift low census hours can be accumulated towards a full-shift stay home  
13 (depending on the length of the nurse's schedule). Hours will be noted on the department's stay  
14 home log. When those hours add up to the length of the nurse's schedule, the nurse will be  
15 credited with a stay home day. Hours are carried over to the next month. A nurse who is  
16 required to float to a different department will receive a credit for 50% of the hours in which the  
17 nurse was floated as stay home time. Each nurse is responsible for keeping track of his or her  
18 float hours and for verifying the accuracy of the same on the stay home chart.

19  
20 D. Being on standby is the same as a stay home day if the nurse is not called in. If  
21 called in, hours not worked are noted on the stay home log as described in #1 above.

22  
23 E. Stay home/standby rotation time is based on the nurse's prescheduled  
24 department.

25  
26 F. The parties may discuss alternative methods for low census at the task force,  
27 and, if the parties reach agreement on an alternative method, will implement such method in  
28 place of the method described in this Appendix B.

**APPENDIX C - HEALTH INSURANCE**

The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of The Medical Center’s employees, provided, however, that The Medical Center agrees that the plan will have the following provisions in 2017 subject to the terms and conditions of the plans:

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

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

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

*[NOTE – all charts have been updated to accurately reflect the 2017 medical plans]*

In-Network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Annual deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
Annual out-of-pocket maximum (does not include deductible)	\$2,150 per person \$4,300 per family	\$1,500 employee only \$3,000 if covering dependents
Preventive Care	No Charge	No Charge
Primary Care Provider visits (non-preventive)	PCP: \$20 copay	PCP: 10% after deductible
Specialist	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Lab and x-ray	20% after deductible	20% after deductible
Alternative care (chiropractic, acupuncture)	20% after deductible Combined 12 visit limit per calendar year	Tier I, Tier II: 20% after deductible Combined 12 visit limit per calendar year
Naturopathy	Covered as Specialist	Covered as Specialist
Outpatient behavioral health care providers	No Charge	Tier I: 10% after deductible Tier II: 20% after deductible



Outpatient hospital/surgery facility fees (except hospice, rehab)	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Inpatient hospital facility fees, including behavioral health	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Hospital physician fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Emergency room	\$250 copay (waived if admitted)	20% after deductible
Urgent Care professional fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Pre-natal as Preventive Care	Tier I, Tier II: No Charge	Tier I, Tier II: No Charge
Delivery and Post-natal Provider Care	Tier I, Tier II: No Charge	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Hospital Stay and Routine Nursery	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible

- 1 **B. Medical Premiums**
- 2 The following are the premium contribution for the nurses for each pay period for a total of
- 3 twenty four (24) pay periods for the year.

Level of Benefit	Health Reimbursement Medical Plan		Health Savings Medical Plan	
	2017	2018	2017	2018
<b>Full Time</b>				
Employee Only	\$11.50	5% of premium	\$0.00	\$0.00
Employee and child(ren)	\$22.50	8% of premium	\$11.00	15% of premium
Employee and Spouse/Partner	\$30.50	8% of premium	\$19.00	15% of premium
Employee and Family	\$42.00	8% of premium	\$30.00	15% of premium
<b>Part Time</b>				
Employee Only	\$24.00	10% of premium	\$12.00	10% of premium

Employee and child(ren)	\$42.50	13% of premium	\$30.50	20% of premium
Employee and Spouse/Partner	\$55.00	13% of premium	\$43.00	20% of premium
Employee and Family	\$73.50	13% of premium	\$61.50	20% of premium

1

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

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

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**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 (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Earned health incentive contribution Note: Amounts are prorated for nurses hired mid-year	\$700 Individual \$1,400 Family	\$700 Individual \$1,400 Family
Annual in-network net deductible (deductible minus health incentive)	\$450 per person \$900 max per family	\$800 employee only \$1,600 if covering dependents
Annual in-network out-of-pocket maximum (with deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
Annual in-network net out-of-pocket maximum (with in-network deductible)	\$2,600 per person \$5,200 max per family	\$2,300 employee only \$4,600 if covering dependents

Any balance left in year in the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) that is unused at the end of the plan year may be rolled over to the HRA or HSA account for the next plan year in accordance with the terms of the accounts. 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 2016.

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

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

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### G. Dental Premiums

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

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twenty four (24) pay periods for the year.

Level of Benefit	Delta Dental PPO 1500		Delta Dental PPO 2000	
	2017	2018	2017	2018
<b>Full Time</b>				
Employee Only	\$0.00	\$0.00	\$3.76	13% of premium
Employee and child(ren)	\$4.47	30% of premium	\$10.49	39% of premium
Employee and Spouse/Partner	\$7.45	30% of premium	\$14.98	39% of premium
Employee and Family	\$11.91	30% of premium	\$21.70	39% of premium

Part Time	2017	2018	2017	2018
	Employee Only	\$4.96	20% of premium	\$8.72
Employee and child(ren)	\$10.92	40% of premium	\$16.94	48% of premium
Employee and Spouse/Partner	\$14.89	40% of premium	\$22.42	48% of premium
Employee and Family	\$20.84	40% of premium	\$30.63	48% of premium

4

\*Employee is responsible for the budget/premium cost for the Delta Dental PPO 2000 plan that

5

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 and then 20% off any additional cost above \$120.
Contact Lens (every 12 months)	\$200 in lieu of prescription glasses

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

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5

**I. Vision Premiums.**

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

Level of Benefit		
Full Time	P2017	Plan Year 2018
Employee Only	\$3.11	50% of premium
Employee and child(ren)	\$5.60	50% of premium
Employee and Spouse/Partner	\$6.22	50% of premium
Employee and Family	\$9.33	50% of premium
Part Time	P2017	Plan Year 2018
Employee Only	\$4.98	80% of premium
Employee and child(ren)	\$8.96	80% of premium
Employee and Spouse/Partner	\$9.96	80% of premium
Employee and Family	\$14.93	80% of premium

1 **J. Working Spouse Surcharge**

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

4  
5 If the nurse's spouse has access to a medical plan through his or her employer, but  
6 waives that coverage and instead enrolls in a Providence medical plan, a \$150 monthly  
7 surcharge will apply. The surcharge will be deducted on a pre-tax basis in \$75 increments twice  
8 a month. The surcharge will not apply if the nurse's spouse:

9 1. Does not have coverage through his or her employer

10  
11 2. Is enrolled in his or her employer's plan and a Providence plan (as secondary  
12 coverage)

13  
14 3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their  
15 only other coverage)

16  
17 4. Is a Providence benefits-eligible employee

18  
19 5. Has employer-provided medical coverage with an annual in-network out-of-pocket  
20 maximum for 2017 greater than \$6,600 for employee-only coverage and \$13,200 if covering  
21 dependents. The amount of the maximum may be adjusted annually, not to exceed the annually  
22 adjusted out-of-pocket limit under the Affordable Care Act or other measure as determined by  
23 the Plan in the event the Affordable Care Act is repealed during the term of the contract.



1                   **MEMORANDUM OF UNDERSTANDING - MEDICAL INSURANCE BENEFITS**

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3 Providence Willamette Falls Medical Center Hospital (“the Medical Center”) and Oregon Nurses  
4 Association (“the Association”) acknowledge and agree:

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6           1.       The Medical Center adopted a new plan design for medical, dental and vision  
7 insurance benefits for 2013, as set forth in Article 8 and Appendix C of the parties Collective  
8 Bargaining Agreement. That plan includes the option to select either a Health Reimbursement  
9 Account (“HRA”) or a Health Savings Account (“HSA”).

10  
11           2.       For the term of the collective bargaining agreement, The Medical Center will not  
12 make any significant or material changes in the medical, dental and vision insurance plan  
13 design with regard to (a) amount of the in-network net deductible (defined as deductible minus  
14 monetary contributions from The Medical Center for either the HRA or the HSA; (b) the  
15 percentage of employee premium contribution; (c) annual out-of-pocket maximums for in-  
16 network expenses; (d) amount of spousal surcharge. The spousal surcharge will be the only  
17 such surcharge in the medical and dental insurance plan.

18  
19           3.       For the term of the collective bargaining agreement, The Medical Center will not  
20 charge or create any significant or material newly contemplated never before charged fee for  
21 the medical, dental and vision insurance plans.

22  
23           4.       Should the Medical Center seek to change the required pre-requisite for earning the  
24 incentive for future plan years, it will seek the agreement of the Association prior to  
25 implementing a new HRA or HSA screening or requirement in the Health Insurance Task Force.

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

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The parties acknowledge and agree that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Medical Center. The parties also acknowledge there is a shared interest in the assessment of whether anticipated cost increases/decreases are realized, and whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization.

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

The parties further agree that if there is a committee or task force established with employees at other Providence facilities in Oregon, up to 2 (two) representatives of the bargaining unit will be included in that task force.

**MEMORANDUM OF AGREEMENT - REGARDING CHARGE NURSES**

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The Medical Center agrees that it will not challenge the bargaining unit status of Charge Nurses.



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

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

15

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

21

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

24

25           D.     In the event of a health care unit restructure, the nurses joining The Medical  
26  Center from the other employer will have their seniority calculated in accordance with Article 19.  
27  To the extent that such nurses do not have a record of hours worked, the parties will meet to  
28  agree upon a system to calculate the nurses' seniority based on the other employer's existing  
29  seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the  
30  other employer. The Association may revoke this Paragraph (D) regarding seniority if the other  
31  employer does not offer a similar agreement or policy with regard to health care unit  
32  restructuring with regard to giving The Medical Center nurses, hired by the other employer in the  
33  event of a health care unit restructure, reciprocal seniority.

34

35           E.     If new positions result from the restructure, nurses from the unit or units affected  
36  by the restructure will be given the first opportunity to apply for those newly created positions.  
37  The job bidding and posting processes for such position will be worked out by the Association

1 and The Medical Center, but will generally adhere to the seniority and job posting provisions of  
2 Article 19 – Seniority. Any positions not filled by nurses from within that unit will then be posted  
3 and offered to other The Medical Center nurses consistent with Article 19.

4  
5 F. If as a result of a health care unit restructure there are any position reductions or  
6 eliminations at The Medical Center, those will be handled according to Article 20 – Reduction in  
7 Force.

8  
9 G. The newly restructured unit or units at The Medical Center will comply with all  
10 other provisions of the contract including Article 14.

11  
12 H. Nurses' wage rates will be set in accordance with the provisions of Appendix A,  
13 including the provisions regarding experience and placement on wage steps. If as a result a  
14 newly hired nurse would be paid a rate less than he/she was paid at the nurse's prior employer,  
15 The Medical Center will meet with ONA to discuss options, with consideration given to both the  
16 economic impact on the nurse and internal equity among the wage rates for existing nurses in  
17 the bargaining unit. All differentials will be paid to the nurse in accordance with Appendix A of  
18 the parties' collective bargaining agreement. If a nurse coming to the Medical Center from  
19 another employer is then currently on a similar clinical ladder program, the nurse may apply for  
20 placement on the closest corresponding step on the Medical Center's clinical ladder program (if  
21 one then exists), based on The Medical Center's clinical ladder application schedule.

22  
23 I. This Agreement will only be binding for Providence nurses with a different  
24 Providence employer when a similar agreement with regard to health care unit restructuring  
25 exists between the Association and the other Providence employer

1                   **MEMORANDUM OF UNDERSTANDING - CROSS-TRAINING PROGRAM**

2   The parties agree to the following pilot program for cross-training nurses.

3  
4           A.     The parties agree to continue the current voluntary cross-training program,  
5 including its criteria and requirements. A nurse is only considered to be cross-trained following  
6 the completion of the cross-training program, orientation to the shift and unit, and any other  
7 training necessary to take a full patient assignment in that unit. Nurses who currently float to  
8 different units as cross-trained nurses will continue to float as cross-trained nurses, but will be  
9 required to complete the new program once finalized.

10  
11          B.     Upon completion of the cross-training program, each cross-trained nurse will  
12 receive a one-time bonus of \$500, payable within two pay periods following completion. To  
13 remain in the program, each cross-trained nurse will be expected to renew his or her required  
14 cross-training competencies each year. Upon renewing his or her competencies, the nurse will  
15 receive a bonus of \$250, payable within two pay periods following completion.

16  
17          C.     Any cross-trained nurse who performs a minimum of 84 hours of work outside his  
18 or her regular department in a six-month period running from either July 1 through December  
19 31, or from January 1 through June 30, will receive a bonus of \$500, payable within two pay  
20 periods following the end of the period.

21  
22          D.     Floating as a Cross-Trained Nurse. Notwithstanding any other provision of  
23 Article 19 or Appendix B, the following provisions will apply to the floating of cross-trained  
24 nurses: Floating is voluntary for cross-trained nurses. If the cross-trained nurse is subject to  
25 low census, and another unit is unable to meet that need by offering work to unit nurses on  
26 MDO or MDO with standby, the nurse may float to another unit if needed. If the cross-trained  
27 nurse's unit is subject to low census, and there is a need for the cross-trained nurse in another  
28 unit that has been unable to meet that need by offering work under its availability list pursuant to  
29 Article 14.11(c) the cross-trained nurse may float out of his or her unit in lieu of low census for  
30 any nurse on that unit. If more than one cross-trained nurse on the unit agrees to float, such  
31 assignment will be decided on a rotating basis.

32  
33          E.     In order to better ensure the success of the cross-training program, either party  
34 may raise any issues or concerns with the program at the ONA-PWFMC Task Force.

1 **MEMORANDUM OF UNDERSTANDING - STAFFING**

2 The parties recognize a mutual interest in improving the effectiveness of electronic scheduling  
3 and the communication between the Medical Center's staff nurses, charge nurses and nurse  
4 leaders, and the central staffing office.

5 For the term of this Agreement, each unit will post in the unit a printed copy of that unit's  
6 schedule as of the date the schedule is submitted to the central staffing office. The Medical  
7 Center will not be responsible for updating any printed copies of the schedule once posted, and  
8 it is the nurse's responsibility to check the electronic schedule. In the event of a conflict  
9 between a printed schedule and the electronic schedule, the electronic schedule will control,  
10 however language in Article 14.9 remains applicable to changes made to nurses' schedules  
11 after posting.

12  
13 The Medical Center will provide training to nurses on the use of the electronic scheduling  
14 system.



1 **MEMORANDUM OF UNDERSTANDING - FLOAT POOL**

2 During the term of the Contract, the Medical Center will endeavor to establish a nursing float  
3 pool. The goal of the float pool will be to provide 24-hour coverage of adequately trained nurses.  
4 Float pool nurses will support staffing needs, accommodate fluctuating patient volumes and  
5 acuity, and prevent diversion or delays in patient care or admissions. Float pool nurses will be  
6 flexible in the support and resources that they provide, prioritizing patient and staff safety first.  
7 Float pool nurses will receive the same competency validation, and be subject to the same  
8 training and education requirements, as the nurses in the units to which they may be floated  
9 (e.g., ICU Consortium for ICU, etc.).

10 In an event that a unit does not have sufficient staff to provide rest and meal breaks, float pool  
11 nurses may assist in providing rest and meal break coverage.

12 Float pool nurses may be assigned to work in all Medical Center departments with the exception  
13 of the Operating Rooms and Intra-Partum assignments.

14 All skills being equal, float pool nurses will bid for open shifts on an equal basis with all other  
15 unit nurses.

16 After one year of successful completion of the post-orientation role, float pool nurses may  
17 request in writing a one-time bonus up to the amount of \$2,000 (two thousand dollars) and an  
18 additional 8 (eight) hours of paid educational leave, subject to the terms of Article 15. The one-  
19 time bonus amount will be prorated based on actual hours worked (up to a maximum of 1,872  
20 hours). Bonus eligibility is contingent upon meeting the following conditions:

- 21
- 22 1. Acceptable performance evaluation; and
  - 23
  - 24 2. No disciplinary action in the previous 12 (twelve) months.
  - 25

26 Float pool nurses are not eligible to participate in the Cross-Training Program.

27 In the event that a unit encounters MDO, float pool nurses will first be floated to another unit  
28 where there is need. If there is no need in another unit, float pool nurses will be subject to MDO  
29 in rotation with the nurses working on the unit to which they are assigned.







**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 Willamette Falls Medical Center, May 18, 2017 through December 31, 2018.*

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

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

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

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

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

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

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

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

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