

PROFESSIONAL

AGREEMENT

Between

OREGON NURSES ASSOCIATION

and

PROVIDENCE TRIAGE SERVICE CENTER

July 1, 2016 through June 30, 2019

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1 **AGREEMENT**

2 THIS AGREEMENT made and entered into by and between PROVIDENCE TRIAGE
3 SERVICE CENTER, Beaverton, Oregon, hereinafter referred to as "the Service Center,"
4 and OREGON NURSES ASSOCIATION, hereinafter referred to as "the Association."
5

6 **WITNESSETH**

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

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

17 **ARTICLE 1 - RECOGNITION**

18 The Service Center recognizes the Association as the collective bargaining
19 representative with respect to rates of pay, hours of work and other conditions of
20 employment for a bargaining unit composed of all registered nurses employed by the
21 Service Center in its ProvRN nurse triage and advice group, but excluding all other
22 employees, administrative personnel, managerial employees, clerical employees,
23 guards and supervisors.
24

25 **ARTICLE 2 - DEFINITIONS**

26 **A. Definitions:**

27 1. **Nurse** - Registered nurse currently licensed to practice professional
28 nursing in Oregon, Washington, or in such other states or jurisdictions
29 which the Service Center, in its sole discretion, deems appropriate for
30 business needs.
31

32 2. **Staff Nurse** - Responsible for the assessment, triage and advice of/for a
33 patient or patients.

- 1 3. **Charge Nurse** - A nurse who assists the nurse manager/supervisor in the
2 workings of the unit.
3
- 4 4. **Relief Charge Nurse** - A nurse who is temporarily assigned the duties of
5 a charge nurse when a charge nurse is absent for any reason.
6
- 7 5. **Regular Nurse** - A part-time or full-time nurse who has successfully
8 completed his or her six-month probationary period.
9
- 10 6. **Part-time Nurse** - Any nurse who is regularly scheduled to work a certain
11 shift for forty eight (48) or more hours per pay period but less than seventy
12 two (72) hours per two week pay period.
13
- 14 7. **Full-time Nurse** - Any nurse who is regularly scheduled to work a certain
15 shift for at least seventy two (72) hours per two week pay period.
16
- 17 8. **On-call Nurse** - Any nurse (a) who is scheduled to work fewer than forty
18 eight (48) hours per two week period (b) who is not regularly scheduled to
19 work or (c) who is employed on a temporary basis not to exceed 90
20 calendar days, or 180 calendar days where replacing a nurse on an
21 approved leave of absence. In order to remain intermittently employed,
22 other than for those nurses described by (c) in the preceding sentence,
23 the following will apply:
24 (a) The nurse must be available for at least six (6) shifts during each
25 28-day or monthly schedule period, except that a nurse may
26 completely opt out of one (1) work schedule each calendar year,
27 provided the nurse notifies the Service Center in advance of the
28 preparation of the work schedule;
29 (b) The six (6) available shifts must be a minimum of eight (8) hours in
30 length and include any four (4) of the following: weekend, evening,
31 night, and/or holiday shifts.
32 (c) At least two (2) of the available shifts in a calendar year will be on a
33
34

1 holiday, including one winter holiday (New Year's Day,
2 Thanksgiving Day, or Christmas Day) and one summer holiday
3 (Memorial Day, Fourth of July, or Labor Day), each calendar year,
4 but nurses will not provide availability for the same holiday two
5 years in a row;

6
7 (d) The nurse must meet the patient care unit's education quality
8 assurance requirements for the year.

9
10 (e) Notwithstanding the foregoing, On-call nurses hired before
11 February 1, 2008 must be available for at least four (4) shifts during
12 each 28-day or monthly schedule period; such shifts must include
13 any two (2) of the following: weekend, evening, night, and/or
14 holiday shifts; and at least two of the assigned shifts each calendar
15 year will include one winter and one summer holiday.

16
17 9. An On-call nurse who has averaged twenty four (24) or more hours of
18 work per pay period during the preceding 24 weeks may apply in writing
19 for reclassification, except that an intermittently employed nurse employed
20 on a temporary basis to replace a nurse on an approved leave of absence
21 will not be eligible for this reclassification. An eligible nurse applicant will
22 be reclassified as of the next schedule to be posted to a regular part-time
23 or full-time schedule, as appropriate, closest to the nurse's work schedule
24 (including shift) during the preceding 24 weeks. A nurse who is
25 reclassified under this paragraph will not be eligible to return to on-call
26 status for one (1) year from the date of reclassification.

27
28 10. On-call nurses may opt out, on an individual basis, to the Critical Need
29 Night Shift System. If an On-call nurse chooses to opt out:

30 (a) They must notify the manager via email or written notification. The opt
31 out is available one time in a rolling year.

32 (b) The on-call nurse will not receive Critical Need Night Shift Differential
33 unless they opt back in via email or written notification to the manager.

(c) If the on call nurse has chosen to opt out they will not be mandated to work Critical Need Night Shifts. They must still work the required shifts as outlined in Section 8 (a-c) above, but will not receive Critical Need Night Shift Differential for any night shift they work.

ARTICLE 3 – MEMBERSHIP

A. ONA Membership:

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

B. Membership and Financial Obligations.

1. By the 31st day following initial ratification of this Agreement, or the 31st day of employment for nurses hired after such ratification, each nurse must do one of the following as a condition of employment:
 - (a) Become and remain a member in good standing of the Association and pay membership dues;

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

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

- 28 (a) Join the Association and pay membership dues,
29
- 30 (b) Pay to the Association the designated representation fee
31 established by the Association, or
32
- 33 (c) Make payments to a charity if objecting to membership or
34 representation fees on religious grounds.

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

7
8 The Service Center will terminate the employment of such nurse only after
9 receiving written notice from the Association that the nurse is delinquent,
10 so long as the nurse has also been sent two written notices from the
11 Association prior to the request to terminate employment. The Service
12 Center will terminate the employment of the nurse no later than fourteen
13 (14) days after receiving the written notice from the Association.

- 14
15 4. Opting Out of Membership Obligation. Any bargaining unit nurse who is an
16 Association member or who is paying a representation fee may voluntarily
17 withdraw from such membership or payment by giving written notice by
18 either mail or facsimile to the Association, within a period of 31 days prior
19 to the expiration date of this Agreement as is contained in Article 27,
20 Duration and Termination. Such notice must be postmarked within 31
21 days of ratification/employment with a copy furnished to the Service
22 Center, or in the event of a facsimile transmitted within 31 days of
23 ratification/employment with a copy furnished to the Service Center.

- 24
25 5. Address for Notice and Changes in Membership Status. Any notice to the
26 Association to opt out of membership obligations pursuant to this article,
27 and any notice of a nurse's desire to change his or her membership status
28 (from full member to representation fee payer or vice-versa) shall be
29 provided to the Association at:

30
31 Oregon Nurses Association
32 Attention: Membership Coordinator
33 18765 SW Boones Ferry Road, Suite 200
34 Tualatin, Oregon 97062

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

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

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

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

ARTICLE 4 - EQUALITY OF EMPLOYMENT OPPORTUNITY

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

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

other Service Center employees.

ARTICLE 5 - PAID TIME OFF

A. The Paid Time Off ("PTO") program encompasses time taken in connection with vacation, illness, personal business, and holidays. Except for unexpected illness or emergencies, PTO should be scheduled in advance. Nurses will participate in the same PTO program as the majority of the Service Center's non-represented employees, according to its terms, except as specifically stated in this article.

B. **Accrual:** Regular nurses will accrue PTO according to the following table:

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

C. **Definition of a Paid Hour:** For purposes of PTO accrual, a paid hour under B above will include only (1) hours directly compensated by the Service Center and (2) hours not worked on one of a nurse's scheduled working days in accordance with Article 20 Low Call Volume of this Agreement; and will exclude overtime hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular nurse.

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

E. **Scheduling**

1. Only one nurse may be pre-scheduled off on PTO or Education leave pursuant to Article 15 at one time on any given shift.
2. Prior to the January PTO scheduling period each year, a seniority list will be posted. The seniority list will be divided in half: the top tier will consist of the one half of the nurses with the most seniority; the second tier will consist of the other half of the nurses with the least seniority. If the list does not contain an even number the additional staff member will be placed on the least seniority tier list.
3. The following schedule applies to requests for prescheduled PTO:

For time off during this period: ("PTO Request Period")	Requests must be submitted between:	Written decision will be provided by:
April 1 and September 30	January 1 and January 31	February 28
October 1 and March 31	June 1 and June 30	July 31

Preference in scheduling PTO during a PTO scheduling period will be in order of seniority for nurses within the shift. Prior to the start of each PTO scheduling process, a seniority list will be posted. The Service Center will make requests for prescheduled PTO submitted during the PTO Scheduling Periods visible to the nurses before the requests are approved.

4. So that every other year different nurses will have a chance at a desirable vacation schedule the following process will occur.
 - In odd-numbered years, the top tier (nurses with the most seniority) will have scheduling preference for PTO requests during each PTO scheduling period for the first two weeks of each associated January and

June request submission period. The bottom tier will have preference for these same time frames during the last 2 weeks of each request submission period.

- In even numbered years, the bottom tier (nurses with the least seniority) will have scheduling preference for PTO requests during each PTO scheduling period for the first two weeks of each associated January and June request submission period. The top tier will have preference for these same time frames during the last two weeks of each request submission period.
- If due to movement on the seniority list a nurse would have two years in a row where he or she would not be able to sign up first for PTO that nurse's placement on the tier will be adjusted to insure that he or she is able to schedule first for PTO every other year.

5. If the same PTO time frame is requested off by 2 individuals in the same tier seniority will be used to determine who gets the time off.

6. PTO requests during the Christmas or winter holiday season December 20 through January 2 will be limited to 6 consecutive days.

7. For PTO requests submitted outside the PTO Scheduling Period and for PTO requests submitted by nurses hired after January 1 of each year, preference will be given in order of request. All requests will be approved or denied within 4 weeks of the date the request is submitted.

8. Once PTO has been approved, the Service Center will not require a nurse to replace himself or herself on the schedule. Once a PTO request has been approved, it can only be changed by mutual agreement between the Service Center and the nurse. Nurses are generally expected to have enough accrued PTO available at the point the PTO is to be used, unless the nurse has accrued less PTO than expected due to the nurse's own illness, the death or illness of an immediate family member or mandatory low call volumes. PTO requests shall not be converted to requests for unpaid time off absent the Service Center's approval.

1 **F. Use:**

- 2 1. Accrued PTO may first be used in the pay period following completion of
3 six (6) months of employment except with respect to use on observed
4 holidays and in the case of mandatory low census (if requested by the
5 nurse) in accordance with Article 20, Low Call Volume.
6
7 2. PTO will be used for any absence of a quarter hour or more, except that
8 the nurse may choose to use or not to use PTO for time off due to: (a) Low
9 Call Volume; (b) leaves of absence if he or she has less than 40 hours of
10 PTO in his or her bank; (c) time following educational seminars when their
11 usual shift's length is greater than the time spent at the seminar, (i.e., an 8
12 hour class but the nurse normally works 12 hours), although the nurse is
13 expected to make him or herself available for assignment to work the
14 remaining hours of the regularly scheduled shift.
15
16 3. PTO may be used in addition to receiving workers' compensation benefits
17 if EIT is not available, up to a combined total of PTO, EIT (if any), and
18 workers' compensation benefits that does not exceed two-thirds (2/3) of
19 the nurse's straight-time pay for the missed hours.
20
21 4. PTO may not be used when the nurse is eligible for Service Center
22 compensation in connection with a family death, jury duty, witness
23 appearance, or EIT.
24

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

- 27 1. Upon termination of employment, if the nurse has been employed for at
28 least six (6) months and, in cases of resignation, if the nurse has also
29 provided the required two weeks' notice of intended resignation.
30
31 2. Upon changing from regular to on-call employment, provided the nurse
32 has been employed for at least six (6) months at the time of the change.

ARTICLE 6 - HOLIDAYS

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

1. If a nurse works on an observed holiday, the nurse will be paid one and one-half times the nurse's straight-time rate.
2. A night shift will be deemed to have occurred on an observed holiday only if a majority of its scheduled hours are within the holiday.

B. **Holiday Scheduling.** In order to ensure adequate staffing on holidays, as well as to ensure that holiday schedules are rotated fairly between all full-time and part-time nurses, the parties agree to the following system:

1. A full-time or part-time nurse will earn 1 "holiday point" by working any shift of eight (8) hours in length or greater on: (a) an observed holiday, (b) Easter, (c) any day where the holiday is being observed, (d) the day after Thanksgiving, Christmas Eve, or any day between Christmas and New Year's Day. A nurse who works on Christmas Day will receive two "holiday points." Holiday points will be maintained for a rolling 24 month period.
2. In determining which full-time or part-time nurses will work on an observed holiday, the Service Center will first schedule any nurses regularly scheduled to work the holiday that have not requested the holiday off and those nurses who volunteer to work the holiday.
3. Due to the increased need for staff on holidays, if not enough nurses are scheduled and/or have volunteered to cover the increased need for holiday shifts, the Service Center will then fill out each holiday shift with those nurses assigned to the shift that have accumulated the least number of "holiday points" in the previous rolling 24-month period. If there is a tie in "holiday points," the nurse(s) with least number of "holiday points" that had the holiday off the previous year will be assigned to the shift. If the tied nurses all had the holiday off the previous year, the least senior nurse(s) will be assigned to the shift.

4. For determining who will get the holiday off from work, the nurse(s) with the highest number of "holiday points" who requested the holiday off will get the holiday off from work. If there is a tie in "holiday points," the nurse(s) with the highest number of holiday points that worked the holiday the previous year will get the holiday off from work. If the tied nurses all worked the holiday the previous year, the most senior nurse(s) will get the holiday off from work.

5. Requests for time off on or adjacent to a holiday will not be considered during the PTO Scheduling Periods referenced in Article 5- PTO. Such requests will be held until the holiday schedule is being built using the holiday point system.

ARTICLE 7 - EXTENDED ILLNESS TIME

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

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

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

D. **Use:**

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

- 1 2. EIT will be used for any absence from work due to the following:
- 2 (a) The nurse's admission to a hospital, including a day surgery unit,
- 3 as an inpatient or outpatient, for one or more days and any
- 4 necessary absence immediately following hospitalization.
- 5
- 6 (b) When a nurse receives outpatient procedures under conscious
- 7 sedation, spinal block, or general anesthesia in a free-standing
- 8 surgical center or in a surgical suite at a physician's office.
- 9
- 10 (c) The nurse's disabling illness after a waiting period of missed work
- 11 due to such condition which is equal to the shorter of three (3)
- 12 consecutive scheduled work shifts or 24 consecutive scheduled
- 13 hours.
- 14
- 15 (d) Partial day absences related to a single illness of the nurse, without
- 16 an intervening full scheduled shift being worked, after a waiting
- 17 period of missed work due to such condition which is equal to the
- 18 shorter of the equivalent of three regularly scheduled work shifts or
- 19 24 scheduled hours.
- 20
- 21 (e) After qualification for use under subsections (c) or (d) above and a
- 22 return to work for less than one (1) scheduled full shift, when the
- 23 nurse misses work due to recurrence of such condition.
- 24
- 25 (f) Approved parental leave under applicable law.
- 26
- 27 (g) Approved leave under the Oregon Family Leave Act ("OFLA"), as
- 28 outlined in the provisions of OFLA.
- 29
- 30 3. EIT may be used when the nurse is receiving workers' compensation pay
- 31 after the normal workers' compensation waiting period and is otherwise
- 32 eligible for EIT use, but such EIT use will be limited to bringing the nurse's
- 33 total compensation from workers' compensation and EIT to two-thirds
- 34 (2/3) of the nurse's straight-time pay for the missed hours.

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

10 **ARTICLE 8 - LEAVES OF ABSENCE**

- 11 A. **Leaves Without Pay (Non-Medical).** Leaves of absence without pay may be
12 granted to regular nurses, who have been continuously employed for at least six
13 (6) months, at the option of the Service Center when applied for in writing in
14 advance.

16 B. **Medical Leaves.**

- 17 1. **Family Medical Leave Act/ Oregon Family Medical Leave**
18 **(FMLA/OFLA).** Parental, family medical, and workers' compensation
19 leaves of absence will be granted in accordance with applicable law. The
20 Service Center will permit a nurse who is approved for FMLA/OFLA leave
21 to use accrued EIT for him/herself and/or qualifying family members, as
22 outlined in the provisions of the leave laws, Article 7EIT, and this section .
23
- 24 2. **Medical Leave of Absence.** Regardless of eligibility for leave under
25 FMLA or OFLA, nurses who have completed the first six months of
26 employment are eligible for up to six months of leave to care for their own
27 serious health condition (including maternity). Time taken under FMLA or
28 OFLA will count toward the six month maximum. Benefits will continue as
29 required FMLA, or as long as the nurse is using PTO or EIT. Non-FMLA
30 and non-OFLA leave will not be taken on an intermittent basis. Nurses are
31 not guaranteed reinstatement while on non-FMLA or non-OFLA medical
32 leave to the same position except as (a) required by law or (b) as stated in
33 Section H ("Return from Leave") below.

- 1 C. **Military Leave.** Leaves of absence for service in the Armed Forces of the United
2 States will be granted in accordance with federal law. A leave of absence granted
3 for annual military training duty, not to exceed two (2) weeks, shall not be
4 charged as PTO unless requested by the nurse.
5
- 6 D. **Benefits While on Leave.** A nurse will not lose previously accrued benefits as
7 provided in this Agreement but will not accrue additional benefits during the term
8 of a properly authorized leave of absence except as may be provided under the
9 PTO policy then in effect. A nurse's anniversary date for purposes of wage
10 increases and vacation accrual rates shall not be changed because of being on a
11 leave for 30 days or less.
12
- 13 E. **Bereavement Leave.** A regular nurse who has a death in the nurse's family will
14 be granted time off with pay as follows: up to three (3) days be paid when the
15 days that the nurse needs to be absent fall on the nurse's regular workdays to
16 attend a funeral or memorial service of a member of the nurse's immediate family
17 (provided that the leave is taken within a reasonable time of the family member's
18 death). A member of the nurse's immediate family for this purpose is defined as
19 nurse's spouse; parent; child or child's spouse; sibling; spouse's parent, child, or
20 sibling; grandparents; and grandchildren. Special consideration may also be
21 given to any other person whose association with the employee was similar to
22 any of the above relationships.
23
- 24 F. **Jury Duty and Appearance as a Witness.** Providence encourages and
25 supports employees in meeting their civic responsibilities as jurors and
26 witnesses, by providing paid leave for jury duty, and in some instances, to appear
27 as a witness in a court case. The following will apply if a nurse is (a) required to
28 perform jury duty or (b) subpoenaed to appear as a witness in a court case in
29 which neither nurses nor the Association is making a claim against the Service
30 Center: the nurse will, if he or she requests, be rescheduled to a comparable
31 schedule on day shift during the Monday through Friday period and be permitted
32 the necessary time off from such new schedule to perform such service, for a
33 period not to exceed two (2) calendar weeks per year. During this time the nurse
34 will be paid the difference between the nurse's regular straight-time pay for the

1 scheduled workdays he or she missed and the jury pay or witness fees received,
2 provided that he or she has made arrangements with the nurse's manager in
3 advance. The nurse must furnish a signed statement from a responsible officer of
4 the court as proof of jury service and jury duty pay or witness fees received. A
5 nurse must report for work if the nurse's jury service ends on any day in time to
6 permit at least four (4) hours' work in the balance of the nurse's normal workday.

7
8 **G. Return from Leave.**

- 9 1. A nurse who continues to be absent following the expiration of a written
10 leave of absence, or emergency extension thereof granted by the Service
11 Center, could be subject to discipline, suspension or discharge.
12
13 2. Except following leaves other than those under FMLA, OFLA and workers'
14 compensation, upon completion of a leave of absence of 84 days or less,
15 a nurse in good standing (meaning the nurse has not received discipline in
16 the previous 12 months) will be given preference for any open position,
17 but will not be guaranteed reinstatement to the same position, shift and/or
18 schedule.

19
20 **ARTICLE 9 – WORK WEEK, BREAKS AND OVERTIME**

- 21 **A. Workweek.** Except as otherwise specified in this Article, the basic workweek
22 shall be forty (40) hours. For nurses who are assigned to work primarily nine (9)
23 or twelve (12) hours each workday, the basic workweek shall be thirty-six (36)
24 hours. The workweek will commence at 12:01 a.m. Sunday and end at 12:00
25 p.m. the following Saturday.

26
27 **B. Lunches and Breaks.**

- 28 1. A lunch period of one-half (1/2) hour on the nurse's own time; and
29
30 2. One fifteen (15) minute rest period without loss of pay during each four (4)
31 consecutive hours of work. This rest period insofar as practicable, shall be
32 near the middle of such work duration.

C. The shifts are as follows:

Half or more of the nurse's assigned hours are between the hours of:	Shift
7 a.m. and 3 p.m.	Day
3 p.m. and 11 p.m.	Evening
11 p.m. and 7 a.m.	Night

D. Weekend shifts are defined as any shifts with hours between 19:00 on Friday and 06:59 on Monday.

E. Overtime compensation shall be paid at one and one-half (1 1/2) times the nurse's regular straight time hourly rate of pay for all hours worked in excess of his or her shift or in excess of his or her basic workweek.

F. There shall be no compounding (also known as "pyramiding") of time-and-one-half premiums for overtime, holidays and time spent working when on-call and called in to work.

G. **Authorization of Overtime.** Work in excess of the basic workweek must be properly authorized in advance, except in emergency. Regardless of whether the nurse obtains prior authorization, nurses must report accurately all hours, whether overtime or not, and they will be paid for all hours of work.

ARTICLE 10 – SCHEDULING, SHIFTS, WORKING REMOTELY, CRITICAL NEED NIGHT SHIFT SCHEDULING

A. **Posting.** Work schedules shall be prepared for 28-day or monthly periods and will be posted at least four (4) weeks prior to the beginning of the scheduled period.

1. After the schedule is posted, a nurse will not be required by the Service Center to work an unscheduled shift or change his or her schedule without his or her consent.

2. After the schedule is posted nurses will be permitted to trade assigned

shifts, provided coverage is maintained, the trade does not create overtime or other premium pay and the trade is made known to the Charge Nurse or Manager.

B. Shifts and Schedules.

1. **Shifts.** Jobs will be posted, and nurses will be hired, for a particular shift: either days, evenings, nights, or a variable shift position (a mixture of days, evenings and/or nights). Except for the purpose of participation in an orientation or educational program, or for a Critical Need Night Shift, nurses will not be required to work a different shift than the one for which they were hired. A nurse may agree to be regularly scheduled to work different shifts or agree to be scheduled for other shifts not normally worked. Upon completion of the nurse's orientation or education program the nurse will be reinstated in the nurse's former regular shift.
2. **Schedules.** Nurses are not hired for a particular schedule (meaning days of the week worked). While nurses' schedules are not guaranteed, the Service Center shall make reasonable, good faith efforts to schedule nurses with predictable and regular patterns with regard to the days of the week to be worked. Nurse schedules will be developed by the Staffing Committee according to the provisions of Article 14 (Meetings and Committees).

C. Working remotely. Nurses will be permitted to work from home, subject to approval by their manager (not to be withheld for an arbitrary or capricious reason) and the availability of remote access software licenses, under the following conditions and arrangements:

1. The nurse will have at least one year of service as a ProvRN Service Center nurse; keep current with his or her quality assurance obligations; not be working or assigned to the charge or relief charge nurse role for the shift that is scheduled or desired to be worked remotely; and not have had disciplinary action within the last six (6) months (twelve (12) months in the event of discipline of a written warning or greater) as defined in Article 12 Employment Status. The Service Center may, within its discretion, reduce

1 the period of time for which a nurse may not work remotely due to
2 discipline.

3
4 2. The nurse has space available in his or her home that complies with the
5 Professional Home Office Criteria in the Service Center's Working
6 Remotely policy and the Service Center's policies with regard to the
7 Health Insurance Portability and Accountability Act.

8
9 3. The nurse has a working personal computer that is compatible with the
10 Service Center's computer system and which complies with the
11 Professional Home Office Technology Criteria in the Service Center's
12 Working Remotely policy and the Service Center's policies with regard to
13 the Health Insurance Portability and Accountability Act. Once a nurse is
14 given the appropriate tools and instruction to work remotely, the nurse has
15 30 days to demonstrate his or her ability to use the remote functions or the
16 privilege will be revoked.

17
18 4. Upon meeting the criteria of this Section (C1), a nurse may be permitted to
19 work remotely for any scheduled or extra shifts on the posted schedule,
20 provided that at any given time, no more than one-half of all the nurses in
21 the department are scheduled remote. After the schedule is posted, the
22 Service Center, in its discretion, may assign any additional unfilled shifts
23 as remote allowing for more than 50% of the nurses working remote. A
24 minimum of one nurse needs to be in the department at all times. This
25 may mean that a nurse that was previously scheduled as remote may be
26 required to work onsite.

27
28 5. If a nurse's computer stops running or is unable to log into the Service
29 Center's remote access system, he or she will be expected to complete
30 his or her shift at the Service Center's actual work location. A nurse whose
31 computer stops running for 30 consecutive minutes must report to work
32 onsite.

1 D. **Lack of work.** Nurses who are scheduled to report for work and who are
2 permitted to come to work without receiving prior notice that no work is available
3 in their regular assignment shall be paid an amount equivalent one-half the
4 scheduled hours of the shift canceled times the straight-time hourly rate plus
5 applicable shift differential; however.

6 The provisions of this section shall not apply if the Service Center makes a
7 reasonable effort to notify the nurse by telephone not to report for work at least
8 two (2) hours before the nurse's scheduled time to work. It shall be the
9 responsibility of the nurse to notify the Service Center of the nurse's current
10 address and telephone number. Failure to do so shall preclude the Service
11 Center from the notification requirements and the payment of the above minimum
12 guarantee. New nurses still in the six-month probationary period will not be sent
13 home due to lack of work.

14
15 The provisions of this section may be waived by mutual agreement of the Service
16 Center and the nurse.

17
18 E. **Critical Need Night Shift.**

19 1. A Critical Need Night Shift is a night shift of at least (4) hours in duration
20 that the Service Center has determined must be covered.

21
22 2. A nurse will be paid a differential of \$15.00 per hour as well as appropriate
23 shift differential for all hours worked covering a Critical Need Night Shift. Critical
24 Need Night Shift differential cannot be combined with extra shift differential.

25
26 3. A nurse who has covered a Critical Need Night Shift will not be required to
27 cover another until every other eligible nurse in the Service Center has covered a
28 Critical Need Night Shift. (There may be exceptions to this based on staff
29 availability due to LOA, vacation etc.)

30
31 4. A nurse who has volunteered will not be required to cover a Critical Need
32 Night Shift until every other nurse in the bargaining unit, in reverse seniority, has
33 either been required to cover a Critical Need Night Shift or has already
34 volunteered.

1 5. Regularly scheduled night shift nurses will not be required to cover Critical
2 Need Night Shift. When a regularly scheduled night shift nurse chooses to cover
3 a designated Critical Need Night Shift, s/he will receive the Critical Need Night
4 Shift differential.

5
6 6. Critical Need Night Shift trades may not be approved if they generate
7 overtime, other premium pay or other unfilled shifts.

8
9 7. A nurse who covers a Critical Need Night Shift will be afforded a minimum
10 of 10 hours before beginning her/his next regularly scheduled shift. Regularly
11 scheduled FTE hours not worked at the end of the pay period due to such an
12 adjustment will be coded as **unpaid planned**. Nurses will communicate their
13 need for shift adjustment once given a Critical Need Night Shift.

14
15 8. Critical Need Night Shift differential will be paid even if the nurse has not
16 worked their regularly scheduled hours for that pay period, including taking time
17 off for PTO/EIT.

18
19 9. It is the nurse's responsibility to check the schedule for any additional
20 Critical Need Night Shifts added per the nurse's request.

21
22 10. The following provisions apply only to Critical Need Night Shifts that are
23 designated on the posted schedule:

24 a. Once the monthly draft schedule has been posted with the
25 available Critical Need Night Shifts identified, all regular nurses (and any on-call
26 nurses who have opted in per Article 2 of this agreement) can and are
27 encouraged to submit in writing as many options as they are available to work
28 and the number they actually want to work of those shifts.

29 b. Of the submitted Critical Need Night Shifts, nurses shall be
30 scheduled using the following ordered criteria: In assigning critical need night
31 shift, whenever possible, shifts will be evenly distributed. Critical Need Night
32 Shifts may not be assigned if they generate over time, other premium pay or
33 other unfilled shifts.

1 1. All nurses who will work all of the required Critical Need Night Shift
2 hours will be scheduled first when the nurse does not require additional time off
3 or create further holes in the schedule.

4 2. If it can be accommodated, all nurses who can work partial hours of
5 the Critical Need Night Shift will be scheduled next.

6 3. Nurses who wish to be removed from another scheduled shift to
7 work a Critical Need Night Shift will be considered last and will be granted at the
8 discretion of the manager. Regularly scheduled FTE hours not worked at the
9 end of the pay period due to such an adjustment will be coded as **unpaid**
10 **planned.**

11
12 11. For Critical Need Night Shifts that arise after the schedule is posted and
13 within 48 hours of the unfilled shift, a nurse volunteering to cover a Critical Need
14 Night Shift may give up a regularly scheduled shift immediately adjacent to the
15 Critical Need Night Shift (if it can be accommodated) or the nurses regularly
16 scheduled shift can be modified up to 4 hours. Regularly scheduled FTE hours
17 not worked at the end of the pay period due to such an adjustment will be coded
18 as **unpaid planned.**

20 **ARTICLE 11 – STAFFING AND CALL STANDARDS**

21 A. **Staffing Concerns.** Nurses are encouraged to raise any staffing concerns,
22 without fear of retaliation. For specific staffing concerns, a nurse should first
23 address that concern with his or her manager, who will reply to the nurse either
24 verbally or in writing. If the nurse still has a staffing concern, he or she may
25 address that concern in writing, to the Service Center Director. If the nurse still
26 has a staffing concern, he or she should present that concern in writing to the
27 Staffing Committee. The Association will make available a form that is mutually
28 agreeable to the Service Center and the Association for this purpose. Nurses will
29 leave completed forms in a designated place. The Service Center will not
30 discourage the reporting, documentation and submission of such forms. A copy
31 of such reports received by the Service Center will be provided to the
32 Association, a member of the Staffing Committee designated by Association, and
33 the manager. The manager will investigate the complaint and offer a written reply

1 in a timely manner to the nurse making the complaint and the Staffing Committee
2 chairperson.

- 3
- 4 B. **Call Standards.** The Service Center retains the right to establish call standards,
5 such as time on the phone, average call length, time in the queue, abandonment
6 rate, quality, etc. Any change sought by the Service Center to call standards will
7 be shared with the Task Force at least 30 days before such changes are
8 implemented.

9

10 **ARTICLE 12 - EMPLOYMENT STATUS**

- 11 A. **Discipline.** The Service Center shall have the right to suspend, discharge and
12 discipline nurses for proper cause. Disciplinary action may include verbal
13 warnings, written warnings, suspensions without pay, or discharge. These forms
14 of discipline will generally be used progressively, but the Service Center may
15 bypass one or more of these disciplinary steps if they believe they have proper
16 cause to do so.

- 17
- 18 B. **Reports to the State Board of Nursing.** Under normal circumstances, the
19 Service Center will inform a nurse if they are making an official report of the
20 nurse to the State Board of Nursing. Failure to inform a nurse of a report to the
21 Board will not and cannot affect any action that might be taken by the Service
22 Center and or the Board of Nursing.

- 23
- 24 C. **Attendance.** Nurses are expected not to exceed five (5) occurrences of
25 unscheduled, unapproved absences or tardy events in a rolling twelve (12)
26 month period.

- 27
- 28 D. **Hire, Promote, Transfer.** The Service Center shall have the right to hire,
29 promote and transfer nurses, except as expressly limited by the Agreement.

- 30
- 31 E. **Probationary Period.** A nurse employed by the Service Center shall be
32 considered probationary during the first 180 calendar days of employment. The
33 Service Center may discipline or discharge a nurse during his or her probationary

1 period with or without proper cause. Such discipline or discharge during the
2 probationary period is not subject to the grievance procedure in Article 24.

3
4 F. **Notice of Resignation.** Nurses shall give the Service Center not less than two
5 (2) weeks' notice of intended resignation.

6
7 G. **Notice of Termination.** The Service Center shall give nurses who have
8 completed the 180-day probationary period no less than two (2) weeks' notice of
9 termination of employment. If less notice is given, then the Service Center will
10 provide pay in lieu thereof for any days which would have been worked within
11 that part of the two (2) week period for which such notice was not given;
12 provided, however, that no such advance notice or pay in lieu thereof shall be
13 required for nurses who are discharged for violation of professional nursing
14 ethics or violation of the Service Center's policies, mission and/or core values.

15
16 H. **Disputes regarding discipline.** A nurse who has completed the 180-day
17 probationary period and feels he or she (has been suspended, disciplined, or
18 discharged without proper cause may present a grievance for consideration
19 under Article 24 Grievance Procedure.

20
21 I. **Review of Performance Following Discipline.** Upon request from a nurse who
22 has received discipline, the Service Center will review the nurse's performance
23 and provide a written summary addressing the nurse's efforts at resolving the
24 issues that led to the discipline. In responding to such requests, the time between
25 the original disciplinary action and the nurse's request for a follow up review may
26 be taken into account and reflected in the summary. The statement will be given
27 to the nurse and placed in the nurse's personnel file. This review is only
28 available where the nurse has received the discipline at least 18 months, but no
29 more than 36 months, prior to the time of the request.

30
31 J. **Personnel File.** A nurse may review the contents of his/her personnel file upon
32 request, in accordance with ORS 652.750. A nurse will also be permitted to
33 submit to his/her personnel file a written rebuttal or explanation, which will be
34 included with any documentation of discipline or discharge.

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

3
4 L. **Absence without notice.** A nurse who is absent from work for three (3)
5 consecutive working days without notice to the Service Center is subject to
6 discipline, suspension or discharge.

7
8 M. **Disciplinary Meetings.** It is the Service Center's intent to conduct disciplinary
9 discussions and have discussions regarding a specific nurse's performance in
10 private.

11 12 **ARTICLE 13 - WORK SPACE AND EQUIPMENT**

13 A. The Service Center and the Association acknowledge that the nurses work
14 primarily in an office environment that presents different workspace challenges
15 than a direct patient care environment. Accordingly, the Service Center will
16 endeavor to provide a safe and comfortable office and work environment.

17
18 B. Restrooms shall be provided by the Service Center. The Service Center will
19 provide a room for nurses to rest during breaks, which is reasonably accessible
20 to the nurses on the unit.

21
22 C. Equipment to do the job; desk, chair, computer and headset will be in good
23 working order and will be maintained and repaired in a timely manner by the
24 Service Center. Such equipment will allow for adjustments to accommodate
25 physical differences of nurses with regard to weight, height, volume, distance,
26 and other physical needs and preferences.

27
28 D. The Service Center will make reasonable ergonomic accommodations when they
29 are sought by nurses who provide a medical reason. With regard to ergonomic
30 accommodations, the Service Center can take into account such factors as cost,
31 need, and the existence of other accommodations. Nothing in this Article is
32 intended to alter the Service Center's responsibility to provide reasonable
33 accommodations to disabled nurses in accordance with state and federal law.

ARTICLE 14 – MEETINGS AND COMMITTEES

- A. **Workplace Committees** The Service Center may require nurses to participate in workplace committees. At a minimum these committees will include Procedure, Education, Quality Assurance, and Policy. The Service Center will seek volunteers, but may assign nurses to committees as needed.
- B. **Pay for Time in Meetings.** Time spent in meetings and on committees for the Service Center will be paid at the hourly rate including appropriate shift differentials for the hours of the meetings/committee work. Committee work will be assigned in such a manner by the Service Center that it does not interfere with patient care and attempts to accommodate the schedules of nurses working shifts other than days.
- C. **Task Force.** The parties reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and maintain professional standards, a task force shall be established to examine nursing practice, staffing, payroll issues, call standards, the status of outstanding grievances that are not disciplinary, notices and updates regarding restructures, key nursing initiatives, the Service Center workplace process improvement projects, and new lines of business. Agendas will be developed jointly along with an annual calendar scheduling routine outline updates (where possible). Failure of the task force to agree on a matter will not be subject to the grievance process and will not be deemed to be a reopener of the Agreement.
1. The Association shall appoint three (3) members to the task force, at least two (2) of whom shall be employed by the Service Center.
 2. The Service Center shall appoint the nurse manager, the Triage Center Director and the Director of Human Resources.
 3. The task force shall meet at least quarterly, or as otherwise agreed to by the Service Center and the Association, to accomplish its assignment. Nurses on the committee will be paid for their attendance.
 4. Any agreements made will be put in writing.

1 D. **Staffing Committee.** In order to better ensure safe, quality patient care, and to
2 provide for adequate staffing for the ProvRN program, the Service Center and
3 the Association agree to create a Staffing Committee.

- 4 1. **Composition and meetings.** The Staffing Committee will be comprised of
5 two (2) staff nurses selected by the Association, and two (2) management
6 representatives. All nurses will be paid for their actual time spent at Staffing
7 Committee meetings, and any additional time spent performing other Staffing
8 Committee work with prior managerial approval. The Staffing Committee can
9 meet on an ad hoc basis up to monthly, as mutually decided by the parties.

10 The Staffing Committee will strive to make its decisions through consensus
11 of all the members, resorting to voting (by majority rule) only when a
12 consensus cannot be achieved and a decision is needed.

- 13
14 2. **Staffing Plan.** The Staffing Committee is responsible for developing
15 minimum staffing grids for each month of the year to be used by the Service
16 Center to staff the unit that takes into account staffing analysis and predictive
17 models, and the number of nurses needed to answer calls and achieve the
18 Service Center's desired call back, customer service and patient care
19 standards consistently for the shift, day, and month in a given year. The grids
20 must take into account variation created by holidays in addition to changes in
21 call volume that occur in a 24 hour cycle on any given day of the week. Once
22 established, the committee will also have the ability to change the minimum
23 staffing grids as needed when the Service Center determines that such a
24 change is necessary to be driven by such elements as when there is a
25 change in the Service Center's customer mix or business or staffing analysis;
26 predictive models that show a new or unanticipated change or trend in call
27 volume that is sustained over a period of time, or a change in customer
28 service, patient care and/or call back standards.

- 29
30 3. **Schedule.** The Staffing Committee is responsible for a master schedule to
31 be used for each month that:

- 32 (a) Ensures, at all times, appropriate staffing levels including for
33 holidays and nights, informed by staffing analysis and predictive
34 models and the grids developed pursuant to Section 2 of this

1 article.

- 2
- 3 (b) Establishes individual nurses' schedules, with input from staff
- 4 nurses, taking into account such factors as current bi-weekly (pay
- 5 period) schedules, predictable scheduling patterns with regard to
- 6 the days of the week (including weekends), filling empty shifts,
- 7 providing adequate holiday staffing and temporary or permanent
- 8 trades. Nurses are expected to be available to work at least every
- 9 other weekend. The Staffing Committee will make good faith efforts
- 10 to schedule nurses for every other weekend off, unless a nurse
- 11 agrees to be scheduled more frequently or is specifically hired for a
- 12 position that works primarily weekends.
- 13
- 14 (c) Accommodates a mix of 8, 9, 10 and 12 hour shifts.
- 15
- 16 (d) Is consistent with wage and hour parameters as set by the Service
- 17 Center, as well as state, federal and local law and the collective
- 18 bargaining agreement.
- 19
- 20 (e) Are designed to minimize, when possible and appropriate, overtime
- 21 and premium shifts, and "fragmented shifts."
- 22
- 23 (f) Provides for an orderly system of allowing nurses to change or
- 24 adjust their schedules when vacancies occur, new positions are
- 25 posted and filled, or customer mix or business changes as
- 26 identified and agreed to by the committee.
- 27
- 28 (g) Ongoing changes. When changing schedules, the Staffing
- 29 Committee must make reasonable efforts to provide nurses with
- 30 predictable scheduling patterns and to minimize disruption in those
- 31 patterns. In making changes to nurses' schedule patterns that are
- 32 intended to be on-going because of a change in customer mix or
- 33 business or a new staffing analysis, the Committee will first seek
- 34 volunteers who would be willing to change their schedules before

1 requiring such changes. When possible, changes in nurses' pattern
2 schedules should be as minimal as possible while otherwise
3 meeting the Service Center's scheduling needs.

- 4
- 5 (h) Temporary changes. Temporary changes in a nurse's pattern
6 schedule are permissible in order to keep call volume and queues
7 balanced and avoid "swings" in service delivery when a leave of
8 absence, vacation, or vacancy is greater than two (2) weeks.
9 Temporary changes are not permitted when the vacancy is due to
10 an unfilled position, unless the position has been posted.

- 11
- 12 4. **Customer Service Standards.** The Task Force will be kept apprised of and
13 review any change to customer service call standards (such as time on the
14 phone, average call length, time in queue, abandonment rate, etc.) that
15 might be needed by the Service Center in accordance with Article 11
16 (Staffing and Call Standards Section B). The Staffing Committee will adjust
17 schedules in response to such changes, as appropriate.

- 18
- 19 E. **Staff Meetings.** Nurses will be expected to attend at least 50% of the Service
20 Center staff meeting, either in person or by conference call. For meetings that
21 are missed, nurses will independently review the minutes. Such review will not be
22 considered "attendance."

23

24 **ARTICLE 15 - PROFESSIONAL DEVELOPMENT**

- 25 A. The Service Center shall provide evaluations of the work performance of each
26 nurse covered by this Agreement not less than once per year.

- 27
- 28 B. In the event a nurse is required by the Service Center to attend in-service
29 education functions outside the nurse's normal shift, he or she will be
30 compensated for the time spent at such functions at the nurse's established
31 hourly rate. If the Service Center specifically instructs a nurse, in writing, to
32 purchase instructional materials or equipment for mandatory in-service
33 education, the Service Center will reimburse the nurse for the reasonable cost of
34 such materials.

- 1 C. The Service Center endorses the concept of professional improvement through
2 continuing professional education. The Service Center may grant unpaid
3 educational leaves of absence of up to one (1) year at the discretion of the
4 Service Center.
5
- 6 D. Nurses will complete mandatory education (such as HealthStream) and their
7 annual evaluation during paid time. Nurses are encouraged to complete these
8 during their regularly scheduled hours at times when they are not responding to
9 patient calls or doing other work. If a nurse finds that he or she cannot complete
10 his or her mandatory education or evaluation during such times (perhaps due to
11 high call volume), that nurse will speak to his or her manager to find paid time
12 away from other duties to complete the mandatory education or evaluation.
13
- 14 E. Nurses will be expected to seek out a minimum of 15 continuing education hours
15 acceptable by the Washington State Nursing Commission on topics related to
16 nursing annually.
17
- 18 F. During each calendar year, the Service Center will provide paid educational
19 leave as follows:
20 1. Sixteen (16) hours of paid educational leave for use by each full-time
21 nurse, each part-time nurse, and each on-call employed nurse who
22 worked at least 700 hours in the preceding calendar year, to attend
23 educational programs on or off the Service Center's premises which are
24 related to clinical nursing matters where attendance would be of benefit to
25 the Service Center and the nurse. Nurses will be paid at their hourly rate
26 including shift differential. Time on education leave under this section will
27 not count toward overtime calculation. Education requests will be granted
28 based on the order in which they are received. Only one nurse per shift
29 will be granted time off for educational leave or PTO.
30
- 31 2. The Service Center will provide a minimum of \$200 per nurse in each
32 calendar year of the contract, for assistance for regular full-time, part-time
33 and on-call employed nurses in meeting registration fees, required

materials, travel, lodging, meals, and parking in conjunction with educational courses.

3. All nurses will submit to the manager, by the end of each year, a written record of the educational programs they have attended for that calendar year.

ARTICLE 16 - HEALTH AND WELFARE

- A. Each actively working regular nurse will participate in the medical, dental, vision and all other health and welfare benefit programs offered to the Service Center's other employees, in accordance with their terms. From the Providence benefits program, the nurse will select: (1) medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan), (2) dental coverage, (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care reimbursement account, (7) day care reimbursement account (8) long term disability coverage, (9) short term disability, and (10) vision coverage. The Service Center will offer all such benefits directly or through insurance carriers selected by the Service Center.
- B. The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse, the cost of the total benefits selected which exceeds the benefit dollars paid by the Service Center under the preceding section. If the benefit dollars paid by the Service Center under the preceding section exceed the cost of the total benefits selected, the excess will be paid to the nurse, less legally required deductions.
- C. The Service Center will provide Group Life Insurance on the same terms as provided to a majority of the Service Center's other employees.

ARTICLE 17 - RETIREMENT

- A. Nurses will participate in Providence's retirement plans in accordance with their terms.
- B. The retirement plans include:
1. The Core Plan (as frozen);
 2. The Service Plan;

3. The Value Plan (403(b)); and
 4. The 457(b) plan.
- C. The Service Center shall not reduce the benefits provided in such plans unless required by the terms of a state or federal statute during the term of this Agreement.
- C. The Service Center may from time to time amend the terms of the plans described in this article; except that coverage of nurses under Section B above shall correspond with the terms of coverage applicable to a majority of the Service's Center's other employees.

ARTICLE 18 - SENIORITY

- A. Continuous Employment — The performance of all scheduled hours of work, including time off because of vacation or other paid time off, paid sick leave, and authorized leaves of absence, which has not been interrupted by the occurrence of the following:
1. Voluntary termination.
 2. Discharged for proper cause.
 3. Layoff for lack of work which has continued for twelve (12) consecutive months.
 4. Absent from work without good cause for three (3) consecutive working days without notice to the Service Center.
 5. Fails to report for work promptly without good cause after an accident or illness when released to return to work by physician or other health care practitioner.
- B. Seniority shall mean the length of continuous employment in the bargaining unit with the Service Center. All such seniority will be computed on the basis of years and months of service.

1 C. Within thirty (30) days of the close of the last pay period beginning in the month
2 of January, the Service Center will furnish to the Association a seniority list of
3 nurses in the bargaining unit covering seniority years and months through the
4 pay period. The seniority of the nurses on the annual list will be fixed upon
5 issuance of the list until the next annual seniority list is issued unless a layoff as
6 might be contemplated in Article 21 Reduction in Force is necessary, and at the
7 request of either the Service Center or the Association an updated seniority list
8 will be created for this purpose.

9
10 D. A bargaining unit nurse who has a break in service with the Service Center and
11 returns to bargaining unit employment within 12 months or less of ending
12 employment will have his or her seniority restored back to the date employment
13 was ended. Seniority shall be broken and terminated in the event of any
14 occurrence listed in Section A, subsections (2) through (5) of this Article.

15 16 **ARTICLE 19 - JOB BIDDING**

17 A. **Job Bidding.** All other qualifications being equal, the most senior nurses will be
18 given the first opportunity for advancement.

19
20 B. **Job Posting.** When the Service Center intends to fill a staff nurse or charge
21 nurse vacancy, it will make good faith efforts to send an internal e-mail to all
22 bargaining unit nurses alerting them that they anticipate having a vacancy posted
23 via the electronic applicant tracking system (Taleo). The position will be
24 considered posted when it appears on the electronic applicant tracking system.
25 The Service Center shall not fill the vacancy, except temporarily, for seven (7)
26 calendar days beginning with the date when first posted. The information
27 provided with such posting will include job title (staff or charge) and the FTE. A
28 nurse who desires to fill such vacancy must apply electronically.

29
30 C. Once internal Service Center candidates for a position have been considered
31 under sections A and B above, the Service Center may offer the vacant position
32 to an applicant from outside the bargaining unit.

- 1 D. No vacancy under this Article will be deemed to exist when the Service Center
2 and a regularly scheduled nurse mutually agree, not more than once per
3 calendar year, to increase or decrease the nurse's scheduled hours per week by
4 no more than one (1) shift.

5 **ARTICLE 20 - LOW CALL VOLUME**

- 6 A. In the event of nurses not working all or part of one of their scheduled shifts at
7 the request of the Service Center due to low call volume, the following order for
8 assigning time off shall be used, provided the nurses remaining are qualified to
9 perform the assignment:

- 10 1. Volunteers, selected based on the needs of the Service Center;
11
12 2. On-call nurses working the shift;
13
14 3. Regular nurses eligible for any overtime or other premium pay;
15
16 4. Regular nurses working an extra shift;
17
18 5. One or more of the remaining regular nurses, starting with the nurse with
19 the least seniority on the shift in order of who has least recently
20 volunteered or been called off.
21
22 6. New nurses still in their six-month probationary period will not be sent
23 home due to lack of work.
24

- 25 B. Volunteering for up to a minimum of four (4) hours of low census will count as
26 having volunteered for purposes of Section A(5).
27

- 28 C. Regular nurses will not suffer the loss of any benefits (excluding retirement) as a
29 result of not working all or part of one of their scheduled shifts under this section.
30

31 **ARTICLE 21 - REDUCTION IN FORCE**

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

1 B. If the Service Center determines that a reduction in force as defined in Section A
2 of this article is necessary, a minimum of 14 days' notice will be given to the
3 Association detailing purpose and scope of the reduction and the likely impacted
4 unit or units, shifts, and positions. The Service Center will provide the Association
5 with a list of open RN positions at the Service Center and, at the request of the
6 Association, at any other Providence facilities within Oregon. An "open position"
7 is any position for which the facility is still accepting applications.

8
9 C. Upon notice to the Association, representatives of the Service Center and the
10 Association will meet to discuss scope of the reduction and the likely impacted
11 shifts and positions as well as options for voluntary lay-offs, voluntary lay-offs
12 with severance, reduction of the scheduling of on-call nurses, conversion from
13 regular nurse status to on-call status and FTE reductions (including full-time
14 nurses going to part-time status). The Service Center will consider the options
15 suggested by the Association, but will not be required to implement the
16 suggested options.

17
18 D. If after meeting with the Association, the Service Center determines that a
19 reduction in force is still needed, it will give notice to the Association of that
20 decision within seven (7) days, and cease filling positions that are open with no
21 applicants to allow for an opportunity for potentially displaced nurses to bid on
22 those open positions.

23
24 E. Where more than one nurse is to be impacted, the impacted nurses will progress
25 through each step of the following process as a group so that the nurse or nurses
26 with the most seniority will have the first choice of displacement options and
27 progress in a manner so that the nurse or nurses with the least seniority will have
28 the least options.

- 29 1. The nurse or nurses with the least seniority as defined in Article 18
30 Seniority on the shift where the reduction in force will occur will be
31 displaced from his or her position provided that the nurse or nurses who
32 remain are qualified to perform the work. Any initially displaced nurse may,
33 within seven (7) calendar days of his or her notification of the layoff,
34 choose to accept layoff with severance pay in lieu of further layoff rights or

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

2. Any displaced nurse or nurses who do not take severance pay may take the position(s) of the least senior regular nurse(s) in the unit, regardless of shift, provided that the nurse or nurses are qualified to perform the work of that position. Any nurse whose position is thus taken will become a displaced nurse for the purpose of the following section.

3. The displaced nurse or nurses will be laid off.

F. Recall from a layoff will be in order of seniority, provided the displaced nurse is qualified to perform the work of the recall position. Such recall rights continue for up to twelve (12) months from the date of displacement. It is the responsibility of the displaced nurse to provide the Service Center with any changes in address, telephone number or other contact information. If the displaced nurse fails to provide the Service Center with such changes and the Service Center is unable to contact him or her with available contact information, he or she forfeits any recall rights.

ARTICLE 22 - CONTRACTING OUT

A. The Service Center retains the right to subcontract work. However, the Service Center shall advise the Association of any decision to subcontract work normally

1 performed by bargaining unit employees that is intended to be on-going. Such
2 notice will be given to the Association's representative thirty (30) days in advance
3 of the desired start date of such subcontracting. Upon receiving notice, the
4 Association will promptly give notice if it intends to bargain over the impact of
5 such subcontracting. The Association may offer, and the Service Center will
6 consider, options suggested by the Association for subcontracting out bargaining
7 unit work in good faith, but will not be required to implement the suggested
8 options.

9
10 B. The Service Center may, without prior notice to the Association,
11 subcontract work on a temporary basis that is not intended to eliminate or reduce
12 bargaining unit work (i.e., for coverage to temporarily fill in for absences or
13 surges in call volume). The Staffing Committee will develop guidelines for when
14 call volumes will trigger such subcontracting. If either party has concerns about
15 the level of such temporary subcontracting, it may raise such concerns at a
16 meeting of the Task Force.

17 18 **ARTICLE 23 - ASSOCIATION BUSINESS**

- 19 A. Duly authorized representatives of the Association shall be permitted at all
20 reasonable times to enter the facilities of the Service Center for purposes of
21 transacting Association business and observing conditions under which nurses
22 are employed. The Association's representative shall comply with the Service
23 Center's security and identification procedures applicable to non-employees.
24 Transaction of any business shall be conducted in an appropriate location
25 (meeting rooms and/or break rooms), shall be confined to contract negotiations,
26 administrative matters, membership meetings, educational programs (including
27 the promotion of programs and meetings put on by Association affiliates—
28 American Nurses Association (ANA) and the American Federation of Teachers
29 (AFT)) and shall not interfere with the work of the employees.
30
31 B. With prior notice, and scheduling permitting, the Association will be allowed to
32 use meeting space adjacent or in the Service Center location for the purpose of
33 conducting Association meetings or conducting Association business. Nurses are
34 expected to remain at work during working times.

- 1 C. The Service Center will provide the Association with designated bulletin board
2 space of approximately two (2) feet by three (3) feet in or near the break room in
3 the facility used by the Service Center nurses, which shall be the exclusive place
4 for the posting of Association-related notices. Such postings shall be limited to
5 notices, flyers and newsletters that relate to contract negotiations, administrative
6 matters, membership meetings, educational programs (including the promotion of
7 programs and meetings put on by Association affiliates—American Nurses
8 Association (ANA) and the American Federation of Teachers (AFT)) and the
9 processing of grievances.
- 10 D. Nurses who serve as delegates, cabinet members, or board members, of the
11 Association or its parent (ANA) will be granted time off, up to a total of 20 hours
12 annually for all such nurses, to attend to official union business, as outlined
13 below.
- 14 1. Nurses must submit such a request for time off as soon as possible but no
15 later than the regular schedule request cut-off date.
- 16
- 17 2. Nurses who submit requests pursuant to this section D will be permitted to
18 use accrued but unused PTO in the nurse's account; or take time off
19 without pay.
- 20
- 21 3. If more than one (1) nurse on the same shift request time off pursuant to
22 this Section for the same or overlapping periods of time, the Service
23 Center will determine whether all of the nurses' requests may be granted,
24 consistent with patient care needs, and, if such requests cannot be
25 granted, the Service Center will meet with the Association to determine
26 which of the nurses' requests will be granted.
- 27
- 28 E. The Association will supply the Service Center with a list of designated unit
29 representatives.
- 30
- 31 F. The Service Center will supply the Association annually, in January of each year,
32 by electronic means, a list of all bargaining unit nurses showing their addresses,
33 e-mails, listed telephone numbers, beginning dates of their last period of
34 continuous employment, status (full-time, part-time, or on-call), and the assigned

shifts of each nurse. The Service Center will also supply each month a list showing the names and addresses of all nurses who were hired and were terminated during the preceding month.

ARTICLE 24 - GRIEVANCE PROCEDURE

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

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

Step 1--If a nurse has a grievance, he or she may present it in writing with the assistance of the Association (containing, to the best of the nurse's understanding, the facts and Agreement provisions involved) to the nurse's manager within fourteen (14) days after the date when he or she had knowledge or should have had knowledge of the occurrence involved. Only a nurse who was actually involved in the occurrence may present a grievance, unless he or she is mentally or physically incapable of doing so. A nurse who is an officer of the bargaining unit may present a group grievance where the occurrence actually involved at least three (3) nurses, who will be named in the grievance. The manager's written reply is due within fourteen (14) days after having received the grievance. If a meeting is held at Step 1, the nurse may bring his or her Association representative.

Step 2--If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the bargaining unit officer presenting a group grievance) at Step 1, the nurse and or the Association may present the grievance in writing to the Director of Triage Services, within fourteen (14) days after receipt of the Step 1

1 reply by the Association. If a meeting is held at Step 2, the nurse may bring his or
2 her Association representative. The Director of Triage Services or designee will
3 have 14 days to reply upon receiving the grievance.
4

5 **Step 3--** If the grievance is not resolved to the nurse's satisfaction (or to the
6 satisfaction of the Association officer presenting a group grievance) at Step 2, the
7 Association may submit the grievance to an impartial arbitrator for determination.
8 If it decides to do so, the Association must notify the Director of Triage Services
9 in writing of such submission not later than fourteen (14) days after receipt of the
10 Step 2 response by the Association or, if such response has not been received,
11 within fourteen (14) days after proper presentation of the grievance to Step 2.
12

13 B. It is the intent of the parties that meetings will be held at all the steps and among
14 the grievant and representatives of the Association and the Service Center, if
15 requested by grievant, the Association or the Service Center. At such meeting(s),
16 the grievance will be discussed in good faith. If meeting(s) are not held because
17 of the unavailability of the grievant or persons from either the Service Center or
18 the Association, the grievance will continue to be processed as set forth in the
19 timelines above even though no reply was given by the Service Center at Step 1
20 or at Step 2.
21

22 C. A grievance will be deemed untimely if the time limits set forth above for
23 presentation of a grievance to a step are not met, unless the parties agree in
24 writing to extend such time limits.
25

26 D. If the parties are unable to mutually agree upon an arbitrator at Step 3, the
27 arbitrator shall be chosen from a list of five (5) names furnished by the Federal
28 Mediation and Conciliation Service. The parties shall alternately strike one (1)
29 name from the list, with the first strike being determined by a flip of a coin, and
30 the last name remaining shall be the arbitrator for the grievance.
31

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

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

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

9
10 H. As used in this Article, "day" means calendar day.
11

12 **ARTICLE 25 - MANAGEMENT RIGHTS**

13 A. The Association recognizes the Service Center's right to operate and manage
14 the Service Center and that the Service Center has the obligation to provide
15 medical assessment, triage and advice services within the community.
16

17 B. Except as particular matters are specifically limited by this Agreement, the
18 Service Center has the exclusive right to operate and manage the Service
19 Center, and the Service Center retains all rights, powers, and authority inherent
20 in the management function.
21

22 C. The only limits on the Service Center's right to operate and manage the Service
23 Center are those specifically expressed in this Agreement or by law or regulation.
24 If not expressly and specifically limited by this Agreement, all rights are subject to
25 the Service Center's exclusive control.
26

27 D. The Service Center has the right to establish, change, modify, interpret, or
28 discontinue its policies, procedures, and regulations, subject to any law,
29 regulation or collective bargaining provision that might require the Service Center
30 to bargain over the change.
31

32 **ARTICLE 26 - SEPARABILITY**

33 In the event that any provision of this Agreement shall at any time be declared invalid by
34 any court of competent jurisdiction or through government regulations or decree, such

1 decision shall not invalidate the entire Agreement, it being the express intention of the
2 parties hereto that all other provisions not declared invalid shall remain in full force and
3 effect. In such event, the parties shall meet, upon request, to negotiate replacement
4 provision(s), which shall be incorporated in this Agreement upon mutual agreement of
5 the parties.

6 **ARTICLE 27 - DURATION AND TERMINATION**

7 A. This Agreement shall be effective on its date of ratification, except as expressly
8 provided otherwise in the Agreement, and shall remain in full force and effect
9 through June 30, 2019, and annually thereafter unless either party hereto serves
10 notice on the other to amend or terminate the Agreement as provided in this
11 Article.

12
13 B. If either party hereto desires to modify or amend any of the provisions of this
14 Agreement, it shall give written notice to the other party not less than ninety (90)
15 days in advance of June 30, 2019, or any June 30 thereafter that this Agreement
16 is in effect.

17
18 C. If either party hereto desires to terminate this Agreement, it shall give written
19 notice to the other party not less than ninety (90) days in advance of June 30,
20 2019, or any June 30 thereafter that this Agreement is in effect.

21
22 D. This Agreement may be opened by mutual agreement of the parties at any time.

1 Signed this 10th day of January..
2

For the Association:

Sharen Gray

Sharen Gray, Secretary-Treasurer

Tina Lilburn

Tina Lilburn, Chair

Evonne Nielsen

Evonne Nielsen, Membership Chair

Sarah Thompson

Sarah Thompson, Labor Relations Representative

For Providence

Sandra Artemenko

Sandy Artemenko, Director

APPENDIX A - WAGES

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

STEP	CURRENT RATE	RATIF.* 2.0%	1/1/2017 2.0%	7/1/2017 2.0%	7/1/2018 2.5%
1	\$34.22	\$34.90	\$35.60	\$36.31	\$37.22
2	\$35.34	\$36.05	\$36.77	\$37.50	\$38.44
3	\$36.67	\$37.40	\$38.15	\$38.91	\$39.89
4	\$38.12	\$38.88	\$39.66	\$40.45	\$41.46
5	\$39.15	\$39.93	\$40.73	\$41.55	\$42.58
6	\$39.63	\$40.42	\$41.23	\$42.06	\$43.11
7	\$40.11	\$40.91	\$41.73	\$42.57	\$43.63
8	\$40.61	\$41.42	\$42.25	\$43.09	\$44.17
10	\$41.62	\$42.45	\$43.30	\$44.17	\$45.27
11	\$42.12	\$42.96	\$43.82	\$44.69	\$45.81
13	\$43.12	\$43.98	\$44.86	\$45.76	\$46.90
15	\$44.46	\$45.35	\$46.26	\$47.18	\$48.36
17	\$45.80	\$46.72	\$47.65	\$48.60	\$49.82
18	\$46.17	\$47.09	\$48.03	\$49.00	\$50.22
20	\$46.92	\$47.86	\$48.82	\$49.79	\$51.04

Step Progression: Nurses will progress to the next step on the scale on the anniversary of the nurse's hire date, provided that on such date the nurse satisfies the following requirements:

1. The nurses has completed at least the years of registered nurse experience (and according to the following STEP PROGRESSION chart) and

2. The nurse has worked at least 1,000 hours in that anniversary year. If a nurse has not worked at least 1,000 hours, the nurse's advancement to the next wage step will be delayed until completion of 1,000 hours of work.

<u>Step 1</u>	<u>Less than 1 year.</u>
<u>Step 2</u>	<u>At least 1 year at Step 1.</u>
<u>Step 3</u>	<u>At least 1 year at Step 2.</u>
<u>Step 4</u>	<u>At least 1 year at Step 3.</u>
<u>Step 5</u>	<u>At least 1 year at Step 4.</u>
<u>Step 6</u>	<u>At least 1 year at Step 5.</u>
<u>Step 7</u>	<u>At least 1 years at Step 6.</u>
<u>Step 8</u>	<u>At least 1 year at Step 7.</u>
<u>Step 10</u>	<u>At least 2 years at Step 8 and three (3) of service at the Service Center.</u>
<u>Step 11</u>	<u>At least 1 year at step 10 and four (4) years' of service at Service Center.</u>
<u>Step 13</u>	<u>At least 2 years at Step 11 and five (5) years of service at the Service Center.</u>
<u>Step 15</u>	<u>At least 2 years at Step 13 and seven (7) years of service at the Service Center.</u>
<u>Step 17</u>	<u>At least 2 years at Step 15 and eight (8) years of service at the Service Center.</u>
<u>Step 18</u>	<u>At least 1 year at step 17 and nine (9) years of service at Service Center.</u>
<u>Step 20</u>	<u>At least 2 years at step 18 and ten (10) years of service at Service Center.</u>

1

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

3

4 C. **Charge Nurses** or any nurse assigned charge nurse duties shall be paid a
5 differential of \$3.00 per hour in addition to their applicable hourly rate of pay and
6 shift differentials if applicable. Relief charge nurses shall receive, during the
7 period of assignment to the charge nurse function, \$1.75 per hour in addition to
8 the nurse's hourly rate of pay.

9

10 D. **Shift Differentials:**

11 1. A shift for purposes of shift differentials is defined as follows.

Day: All hours for any shift where the majority of the hours are scheduled prior to 15:00 or 19:00 for twelve hour shift nurses.

Evening: All hours after and between 14:00 until 22:00.

Night: All hours for any shift starting after 18:00.

2. Nurses scheduled for evening and night shifts shall be paid, in addition to their applicable rates shown in Section A, the following shift differentials for all hours worked provided the majority of their hours worked occur during the evening or night shift as defined in Section D 1 above:

Evening shift: \$2.00 per hour.

Night shift: \$5.25 per hour.

3. A nurse who works daily overtime shall be paid shift differential, if any, for such overtime hours, according to the nurse's scheduled shift for that workday. However, if a nurse works two (2) or more hours of daily overtime in a workday, the applicable shift differential for such daily overtime hours shall be the higher of (a) the shift differential of the nurse's scheduled shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be all hours worked prior to 15:00 or 19:00 for twelve (12) hours shifts. The evening shift is considered to be all hours worked between 14:00 until 22:00. The night shift is all hours starting after 18:00 to 7:00.

- F. **Credit for Prior Experience:** A newly hired nurse may be hired at any step. The Service Center, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

- G. **On-Call Nurse** will be paid a differential of \$2.50 per hour in lieu of receiving PTO, EIT, and insurance benefits.

- H. **Merit Raises** -- The Association recognizes this contract to be the minimum standards of employment. This contract should not be construed to limit

management's right to reward an individual nurse's performance over and above the prescribed conditions called for in this Agreement.

I. Incentive to Work Extra Shifts Differential:

1. A regular nurse will be paid an extra shift differential of \$12.00 per hour as well as appropriate shift differentials for all hours worked per pay period in excess of the number of the nurse's regularly scheduled hours (including regularly scheduled weekend hours) for the pay period when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, at the request of the Service Center. For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the application of Article 20 -- Low Census/Low Call Volume and regularly scheduled hours not worked because the Service Center has required attendance at a specific education program, will be counted as regularly scheduled hours worked for the pay period. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades, PTO, EIT or any other leave of absence.
2. Once the schedule is posted, a regular nurse who wants to work an extra shift should notify the person responsible for staffing Service Center that he or she will be available to work a particular shift(s) or a partial shift as an extra shift(s). The nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the order in which the notifications are received.
3. If a regular nurse's FTE status is reduced or a regular nurse changes to on-call status, the extra shift differential will be payable to the nurse only for extra shifts worked after the completion of 26 full pay periods following the nurse's FTE reduction or change in status, provided, however, that this provision will not apply if a nurse reduces his/her FTE from 1.0 to .9 FTE by accepting a full-time 36-hour per week position.

1 J. **Preceptor Differential:** A nurse who volunteers to be a preceptor will be paid a
2 differential of \$1.00 per hour worked as a preceptor. A preceptor is a nurse who
3 is designated by his or her nurse manager to assess the learning needs of a
4 nurse, plan the nurse's learning program, implement the program, provide direct
5 guidance and supervision to the nurse during the program, and, in conjunction
6 with the nurse manager and/or designee, evaluate the nurse's progress during
7 the program.

APPENDIX B – CERTIFICATION AND LICENSURE

- A. **Certification Differential:** Upon notification to the manager, nurses who have obtained the AACN Certification or the NCC Telephone Nursing Practice Certification shall receive a \$2.00 per hour certification differential.
- B. The Service Center will reimburse nurses for the fee(s) (such as exam or application fees) associated with obtaining approved certification once the nurse successfully obtains the certification or recertification.
- C. Licensure. Nurses will be required to have an active license in the states of Oregon and Washington though the nurse will have six months from his or her hire date to acquire an additional license in which ever state he or she currently lacks. Any license fees associated with a requirement to have a nursing license in any additional state(s) other than Oregon and Washington will be fully covered by the Service Center.

- 1 **MEMORANDUM OF UNDERSTANDING - CHARGE NURSES**
- 2 The Service Center will not challenge the status of charge nurses or lead nurses as
- 3 bargaining unit nurses based on the National Labor Relations Board ruling of Kentucky
- 4 River.

MEMORANDUM OF UNDERSTANDING - CONTRACT TRAINING

Within 90 days of ratification, joint Association and Service Center trainings will be conducted for interested nurses, regarding the Agreement. The training will be jointly designed and provided by the Association and the Service Center's Human Resources, and will be held a minimum of two times, in order to reach interested parties on different units and shifts. All nurses who attend the training will be paid for the time attending such training, and charge nurses will be encouraged to attend.

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 Good Samaritan Regional Medical Center, July 1, 2016 until June 30, 2019.

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____