

PROFESSIONAL AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

PROVIDENCE MEDFORD MEDICAL CENTER

February, 24, 2025 - March 31, 2027

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 – RECOGNITION AND MEMBERSHIP	1
ARTICLE 2 – DEFINITIONS	5
ARTICLE 3 – NON-DISCRIMINATION	7
ARTICLE 4 – HOURS OF WORK	8
ARTICLE 5 – WORK SCHEDULES	15
ARTICLE 6 – NURSING PRACTICE AND STAFFING	21
ARTICLE 7 – EMPLOYMENT STATUS	30
ARTICLE 8 – EVALUATIONS	34
ARTICLE 9 – EDUCATION	35
ARTICLE 10 – JOB VACANCIES	38
ARTICLE 11 – SENIORITY	41
ARTICLE 12 – STAFF REDUCTION	42
ARTICLE 13 – COMPENSATION	51
ARTICLE 14 – OTHER PAY PRACTICES	53
ARTICLE 15 – HEALTH and WELFARE	58
ARTICLE 16 – RETIREMENT	59
ARTICLE 17 – PAID TIME OFF	60
NEW ARTICLE 18 – FLOATING	67
ARTICLE 19 – LEAVES OF ABSENCE	70
ARTICLE 20 – ASSOCIATION BUSINESS	73
ARTICLE 21 – MANAGEMENT RIGHTS	76
ARTICLE 22 – GRIEVANCE PROCEDURE	77
ARTICLE 23 – LABOR MANAGEMENT COUNCIL	81
ARTICLE 24 – NO STRIKE/NO LOCKOUT	82
ARTICLE 25 – SEPARABILITY	83

ARTICLE 26 – SUCCESSORS	84
ARTICLE 27 – DURATION AND TERMINATION	85
NEW ARTICLE 28 – WORKPLACE SAFETY AND TECHNOLOGY	86
MEMORANDA OF UNDERSTANDING	92
APPENDIX A — WAGES	93
APPENDIX B — CERTIFICATIONS	95
LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE	98
SIGNATURE PAGE	99
CONTRACT RECEIPT FORM	101

AGREEMENT

THIS AGREEMENT by and between PROVIDENCE MEDFORD MEDICAL CENTER, 1111 Crater Lake Avenue, Medford, Oregon, hereinafter referred to as "Medical Center" or "the Medical Center," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association" or "the Association."

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1. Recognition. The Medical Center recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for the bargaining unit certified by the National Labor Relations Board, Case No. 36-RC-6424, as follows: full-time, part-time, and per diem registered nurses, including charge nurses, employed by the Medical Center at its acute care facility at 1111 Crater Lake Avenue, Medford, Oregon, but excluding employees who do not work at the Medical Center's acute care facility, Sisters of Providence, quality assurance employees, occupational health employees, clinical nurse leaders, coordinators (including clinical coordinators), educators, nurse practitioners, registered nurse navigators, wound care nurses, home-health and hospice nurses, radiation-oncology nurses, temporary and traveler nurses, case managers, and guards, supervisors, and all other employees.

1.2. Representatives. The Association will inform the Medical Center as to its official representative for purposes of representation. The parties acknowledge their respective obligations under the National Labor Relations Act to negotiate with one another only through official representatives.

1.3. Membership and Financial Obligations for any nurse hired on or before December 14, 2009. Membership in the American Nurses Association through Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of

1 employment, or exercise one of the two options listed in 1.4.1.2 or 1.4.1.3
2 below.

3 **1.3.1. Transfers.** Nurses who are members of the Association or have
4 exercised one of the two options listed in 1.4.1.2 or 1.4.1.3 below will
5 maintain such status upon transfer to Providence Portland Medical
6 Center, Providence St. Vincent Medical Center, Providence Willamette
7 Falls Hospital, and Providence Home Health and Hospice. Nurses
8 who are not members at another facility in the Portland metro area
9 where they are represented by a union may continue such status, at
10 their option, upon transfer to Providence Portland Medical Center,
11 Providence St. Vincent Medical Center, and Providence Home Health
12 and Hospice, unless they elect to exercise one of the two options
13 listed in 1.4.1.2 or 1.4.1.3 below.

14
15 **1.3.2. Promotions within a facility.** A nurse subject to Article 1.3 above as
16 of December 14, 2009, who assumes a position at the Medical Center
17 outside of the bargaining unit will retain her/his respective status (as a
18 nonmember, a member whose membership must be maintained, or
19 one of the two options listed in 1.4.1.2 or 1.4.1.3 below) if he or she
20 returns to the bargaining unit within one year of the date that the nurse
21 assumed a non-bargaining position. A nurse who returns to the
22 bargaining unit after one year will be subject to the choices in Article
23 1.4.1 below.

24
25 **1.4. Membership and Financial obligations for any nurse hired after**
26 **December 14, 2009:**

27 **1.4.1.** By the 31st calendar day following the day that the nurse begins
28 working, each nurse must do one of the following, as a condition of
29 employment:

30 **1.4.1.1.** Become and remain a member in good standing of the
31 Association and pay membership dues (Association
32 member); or

- 1 **1.4.1.2.** Pay the Association a representation fee established by the
2 Association in accordance with the law; or
3
- 4 **1.4.1.3.** Exercise his/her right to object on religious grounds. Any
5 employee who is a member of, and adheres to established
6 and traditional tenets or teachings of a bona fide religion,
7 body, or sect, that holds conscientious objections to joining
8 or financially supporting labor organizations, will, in lieu of
9 dues and fees, pay sums equal to such dues and/or fees to
10 a non-religious charitable fund. These religious objections
11 and decisions as to which fund will be used must be
12 documented and declared in writing to the Association and
13 the Medical Center. Such payments must be made to the
14 charity within fifteen (15) calendar days of the time that
15 dues would have been paid.
16
- 17 **1.4.1.4.** The Medical Center will provide a copy of the collective
18 bargaining agreement to newly hired nurses, along with a
19 form provided by the Association that confirms the
20 provisions in 1.4.1 above. The nurse will be asked to sign
21 upon receipt and return the signed form directly to the
22 Association. The Medical Center will work in good faith to
23 develop a procedure to retain copies of such signed forms.
24
- 25 **1.4.2.** A nurse should notify the Association's Membership Coordinator, in
26 writing, of a desire to change his or her status under the provisions of
27 1.4.1 above by mail, to the business address for the Association.
28
- 29 **1.4.3.** The Association will provide Medical Center with copies of at least two
30 notices sent to a nurse who has not met the obligations to which
31 he/she is subject, pursuant to this Article. The Association may
32 request that Medical Center terminate the employment of a nurse who
33 does not meet the obligations to which he/she is subject, pursuant to
34 this Article. After such a request is made, Providence will terminate

1 the nurse's employment no later than fourteen (14) days after
2 receiving the written request from the Association. The Medical Center
3 will have no obligation to pay severance or any other notice pay
4 related to such termination of employment.

5
6 **1.5. Dues Deduction.** The Medical Center shall deduct the amount of
7 Association dues, as specified in writing by Association, from the wages of all
8 employees covered by this Agreement who voluntarily agree to such
9 deductions and who submit an appropriately written authorization to the
10 Medical Center. Changes in amounts to be deducted from a nurse's wages
11 will be made on the basis of specific written confirmation by Association
12 received not less than one month before the deduction. Deductions made in
13 accordance with this section will be remitted by the Medical Center to
14 Association monthly, with a list showing the names and amounts regarding
15 the nurses for whom the deductions have been made.

16
17 **1.6. Indemnity.** Association will indemnify and save the Medical Center harmless
18 against any and all third party claims, demands, suits, and other forms of
19 liability that may arise out of, or by reason of action taken by the Medical
20 Center in connection with, Articles 1.3 through 1.6.

21
22 **1.7. Information.** The parties will work together to reach a mutual agreement on
23 the information to be provided to the Association, to track the provisions in
24 Articles through 1.6.

ARTICLE 2 – DEFINITIONS

2.1 Nurse. A registered professional nurse in the bargaining unit who is currently licensed to practice professional nursing in Oregon.

2.2 Regular Nurse. A Full-Time Nurse or a Part-Time Nurse who is not a temporary or seasonal nurse.

2.3 Introductory Nurse. A nurse who has not completed 90 days of employment.

2.4 Full-Time Nurse. A Nurse who is regularly scheduled to work 72 or more hours per two-week pay period on a non-temporary basis.

2.5 Part-Time Nurse. A Nurse who is regularly scheduled to consistently work at least 48 but less than 72 hours per two-week pay period on a non-temporary basis.

2.6 Per Diem Nurse. A Nurse whose job status is "per diem," which means that the nurse is assigned by the Medical Center to work on an intermittent or unpredictable basis, as needed by the Medical Center. To maintain per diem status, a per diem nurse must make good faith reasonable efforts to be available to work at times needed by the Medical Center, for a minimum of the following (unless otherwise agreed to, in writing, by the Medical Center and the nurse) (a) one shift per pay period, including at least one weekend shift per month; (b) two (2) of the Medical Center- designated holidays. Per diem nurses will provide their shift availability according to the scheduling guidelines applicable to nurses.

2.6.1 Per Diem nurses hired after December 31, 2011 will be required to be available 48 hours per six-week schedule and two (2) of the Medical Center-designated holidays, and, in departments that are open on weekends, at least one weekend shift per month (unless otherwise agreed to, in writing, by the Medical Center and the nurse).

1 **2.7 Charge Nurse.** A Nurse who has applied for and been awarded a position to
2 assist and coordinate in the continuity of patient care responsibilities and
3 clinical activities of an organized nursing unit, in addition to being responsible
4 for the direct or indirect total care of patients as part of his/her normal
5 assigned duties.

6
7 **2.8 Relief Charge Nurse.** A Nurse who has been trained to assume the duties of
8 Charge Nurse and is assigned by the Medical Center on a temporary basis to
9 the position of Charge Nurse when no supervisor or Charge Nurse is
10 performing that role. Any nurse who is trained to a relief charge nurse
11 position must have a minimum of nine (9) months experience, unless the
12 nurse signs a written consent to train as a charge nurse earlier.

13
14 **2.9 Preceptor.** A Nurse who has applied, been selected and completed the
15 mandatory preceptor training and who has been assigned by the Medical
16 Center to actively mentor any student for whom no instructor is on-site in the
17 Medical Center, new hire or transferred employee for any shift or part of a
18 shift. A nurse who currently serves as a preceptor without such formal
19 training will continue to receive preceptor pay for all hours, he or she is
20 assigned by the Medical Center to mentor. Preference for preceptor
21 assignments will be given to those nurses who have completed the preceptor
22 training.

23
24 **2.10 Resident Nurse.** Registered nurse who has completed a pre-licensure
25 nursing program and is newly licensed, meaning twelve (12) months or less.

26
27 **2.11 Fellow.** Registered nurse with more than twelve (12) months of nursing
28 experience, but new to specialty of hire.

ARTICLE 3 – NON-DISCRIMINATION

3.1 Nondiscrimination. The Medical Center and the Association will comply with applicable local, state, and federal laws prohibiting discrimination in employment matters because of age, sex, race, creed, color, gender, mental or physical disability, sexual orientation, national origin, religious belief, marital status, veteran status; or any other legally protected status, including applicable laws regarding harassment and union/concerted activity.

3.1.1 Association Membership and Activities. The Medical Center will not discriminate against any nurse on account of lawful activity on behalf of the Association, provided however that the parties understand that any Association activity must not interfere with normal Medical Center routine, the nurse's duties or those of other Medical Center employees. Neither party will discriminate against any nurse on account of membership or non-membership in the Association.

3.1.2 Compliance with the Americans with Disabilities Act ("the ADA"). The Medical Center and the Association agree that the Medical Center shall be permitted to take any and all actions necessary to comply with the ADA and to avoid liability under the provisions of the ADA. If such actions require the Medical Center to violate a provision of this Agreement, the parties agree to bargain with regard to the effect of such action on bargaining unit employees.

3.1.3 Reporting of Concerns about Harassment and/or Discrimination. Nurses are encouraged to utilize the Medical Center's internal complaint reporting processes for reporting concerns regarding harassment and/or discrimination.

ARTICLE 4 – HOURS OF WORK

4.1 Basic Workweek. The basic workweek shall be forty (40) hours in a designated seven (7) day period, commencing at the start of the first shift that starts at or after 0001 on Sunday.

4.2 Meals and Breaks. The Medical Center is responsible for providing rest and meal periods to Registered Nurses (including lactation accommodations) consistent with applicable state law; it is the Registered Nurse's responsibility to take them when offered. During each nurse's workday, the nurse shall receive the following:

4.2.1 One paid fifteen (15) minute rest period during each four (4) consecutive hours of work.

4.2.2 For each work period of more than six (6) hours. One uninterrupted meal period of one-half (1/2) hour on the nurse's own time, subject to the provisions below: The Medical Center will make good faith efforts to allow the nurses to take the meal period near the middle of the nurses' shift, subject to operational and patient care needs.

4.2.3 Rest and Meal Coverage. The Medical Center will determine appropriate rest and meal period coverage, which may include, but is not limited to, specific break relief assignments for Registered Nurses and scheduling of rest and meal periods for Registered Nurses. Fifteen (15) minute paid rest periods and thirty (30) minute unpaid meal periods shall be taken during the shift timeframes in accordance with BOLI requirements.

4.2.3.1 Scheduling of breaks is best resolved by unit-based decisions where the affected nurses are involved in creative and flexible approaches to the scheduling of rest and meal periods.

4.2.3.2 Each unit will determine what reasonably available information will help inform reviews of meal and break use. The units will then use that information to develop a

process for scheduling nurses for the total amount of rest and meal periods set forth in this section, to be included in their staffing plan. Meal and rest periods may be combined, provided that Nursing Leadership determines it is consistent with patient care and operational needs, and the Registered Nurse agrees to combining their meal and rest period(s).

4.2.3.3 Rest and meal periods will be documented appropriately, which currently includes unit-level breaks sheet forms and attesting to taking and/or missing rest and meal periods when clocking out. The Medical Center reserves the right to change the process for rest and meal period documentation. Any changes to the rest and meal documentation process will be discussed at the Staffing Committee.

4.2.3.4 A rest and meal coverage assignment shall only be assigned to a nurse who holds the necessary competencies and is qualified to provide care during the rest or meal period and is responsible for assuming care off/for another nurse's patient assignment so the primary assigned nurse can take uninterrupted rest periods and meal periods.

4.2.3.5 A nurse providing rest and meal coverage shall not have a dedicated patient assignment that exceeds the patient ratio within the nurse staffing plan during the time the nurse is providing the rest or meal coverage.

4.2.3.6 Unit-Based Councils will, in partnership with Nursing Leadership, define the role and responsibilities of nurses who are assigned to cover meals and/or breaks. Those

roles and responsibilities will be included in the unit's Standard Operating Procedure.

4.2.3.7 Registered Nurses are encouraged to take rest and meal periods in non-working areas.

4.2.3.8 If a nurse is not able to take any break or meal period, it is the nurse's responsibility to talk in a timely manner with their charge nurse, or supervisor if the charge nurse is unavailable, about potential alternative meal or break periods. If an alternative meal or break period is not available, the nurse shall not be disciplined for not taking a break.

4.2.3.9 Starting June 1, 2025, in the event a Registered Nurse accurately reports a missed rest or meal period using the Medical Center's designated process for reporting, they will be eligible to receive, upon request, a single payment equivalent to an additional hour (1.0) of pay at their base rate for a missed meal period and an hour pay for each missed rest break in the next payroll period. In the case of an interrupted combined rest and meal period, the Registered Nurse will receive an additional one (1.0) hour of pay at their base rate for the interrupted combined rest and meal period (for a total of two (2.0) hours). This payment will not be counted as an hour worked for any reason. Nurses who decline to take a break when offered are not eligible for this payment. This is the sole remedy for missed rest and meal breaks. Any compensation under this section will be paid at the regular payday for the pay period in which the missed meal/break was claimed.

1 **4.2.3.10** In the event nurses on a particular unit or units have
2 concerns about the availability of meal periods or breaks
3 on the unit in general, the concern may be raised with the
4 Labor Management Counsel or the appropriate unit-based
5 committee of their clinical division, in addition to the
6 remedies provided by the grievance procedure.

7
8 **4.2.3.11** There will be no retaliation for reporting or recording
9 missed meals or breaks.

10
11 **4.2.3.12** A nurse who expresses milk for a child up to 24 months of
12 age will be entitled to a reasonable rest period to do so
13 each time they need to do so. Consistent with Oregon and
14 Federal law, the frequency, timing, and length of the breaks
15 to express milk may vary according to the nurse's needs.
16 The nurse will not be required to clock out for a break for
17 expression of milk but will clock out on a meal period
18 continuous with a lactation break. A private location will be
19 made available for this purpose.

20
21 **4.2.3.13** Each unit will review its written plan on no less than an
22 annual basis to determine whether revision to the plan is
23 necessary. Such revision will take place with input from the
24 nurses on that unit as to whether the nurses are regularly
25 receiving the opportunity to take meal periods and breaks.
26 Each annual review will include a list of practices on the
27 unit that have been successful in allowing nurses to
28 regularly receive meal periods and breaks, as well as any
29 challenges. This analysis will be provided in writing to the
30 house-wide Staffing Plan Committee. The Staffing Plan
31 Committee will maintain a list of the various successful
32 practices on breaks and meal periods in the different units
33 throughout the Medical Center, which will be made
34 available to each unit-based practice council.

1 **4.3 Overtime.** Except for nurses regularly scheduled to work 10-hour or 12-hour
2 shifts, overtime compensation will be paid at one and one-half (1½) times the
3 nurse's regular straight-time hourly rate of pay for all hours worked either (1)
4 in excess of forty (40) hours in each workweek; or (2) in excess of eight (8)
5 hours in each day or 80 hours in a work period of fourteen (14) consecutive
6 days, if pursuant to an agreement or understanding in writing between the
7 nurse and the Medical Center.

8 **4.3.1** For nurses regularly scheduled to work 10-hour shifts, overtime
9 compensation will be paid at one and one-half (1½) times the nurse's
10 regular straight-time hourly rate of pay for all hours worked either (1)
11 in excess of forty (40) hours in each workweek, or (2) in excess of ten
12 (10) hours in a day.

13
14 **4.3.2** For nurses regularly scheduled to work 12-hour shifts, overtime
15 compensation will be paid at one and one-half (1½) times the nurse's
16 regular straight-time hourly rate of pay for all hours worked either (1)
17 in excess of forty (40) hours in each workweek, or (2) in excess of
18 twelve (12) hours in a day.

19
20 **4.3.3** Overtime compensation will also be payable for all hours worked in a
21 shift in excess of the nurse's regularly scheduled shift duration. If the
22 nurse has more than one regularly scheduled shift duration, the
23 applicable shift duration for determining eligibility for overtime
24 compensation under this section will be the duration specified for the
25 shift to be worked.

26
27 **4.3.4** When the applicable shift duration for determining eligibility for
28 premium pay is less than 8 hours, excluding meal periods, overtime
29 compensation will be paid only for hours worked in excess of 8 in the
30 shift.

1 **4.3.5** If a nurse is asked by another nurse to cover that nurse's shift, the
2 nurse providing such coverage will be compensated at straight time
3 for the length of that shift and will only receive daily overtime
4 compensation for hours worked in excess of that shift's scheduled
5 length.

6
7 **4.4 Authorization of Overtime.** When the need for overtime reasonably can be
8 anticipated the nurse must obtain authorization in advance from the charge
9 nurses on duty or the supervisor, if the charge nurse is not available.

10
11 **4.5 Notice and Report Pay.** Nurses who are scheduled to report for work and
12 who are permitted to come to work without notification from the Medical
13 Center (and such notice occurs if the Medical Center leaves a message on
14 the nurse's phone) that no work is available in their regular assignments shall
15 perform any nursing work to which they may be qualified and assigned.

16 **4.5.1** If a nurse is not needed by the Medical Center and is not notified
17 before the start of the next shift that he/she would have otherwise
18 worked, he/she shall receive 3 hours' pay in accordance with the
19 provisions of this section.

20
21 **4.5.2** The provisions of this section shall not apply if the lack of work is not
22 within the control of the Medical Center or if the Medical Center makes
23 a reasonable effort to notify the nurse by telephone not to report for
24 work at least 90 minutes before his/her scheduled time to work.
25 Nurses should notify the Medical Center of absence from work
26 because of illness as far in advance as possible, but at least 90
27 minutes before the start of the shift.

28 **4.5.2.1** If the Medical Center notifies a nurse that the nurse is not
29 needed pursuant to Article 4.5.2 and then, before the start
30 of the nurse's regularly-scheduled shift, determines that the
31 nurse is needed to work, the nurse is not required to report
32 to work. If the nurse does agree to report to work, the nurse
33 will be paid from the beginning of his or her regularly-
34 scheduled shift, provided that the nurse actually arrives at

1 work within a reasonable time (with consideration given to
2 the time needed by the nurse to drive to work). If the nurse
3 has been placed on standby and is then called to report to
4 work within 30 minutes of the start of the shift, the shift is
5 still treated as a standby shift for purposes of call-back pay.
6

7 **4.5.3** It shall be the responsibility of the nurse to notify the Medical Center of
8 his/her current address and telephone number. Failure to do so shall
9 exempt the Medical Center from the notification requirements and the
10 payment of the above minimum guarantee.
11

12 **4.6 Exhaustion.** The parties jointly agree and recognize the importance that
13 nurses only report to work if they are sufficiently rested to provide safe
14 patient care. If a nurse works substantially longer than his/her scheduled shift
15 the nurse will be offered a ten (10) hour rest period in accordance with the
16 Nurse Staffing Law. Appropriate use of this provision will not be the basis for
17 discipline nor will the Medical Center retaliate against any nurse who makes
18 appropriate use of this provision.

ARTICLE 5 – WORK SCHEDULES

5.1 Work Schedules. The Medical Center and the Association support and encourage flexible scheduling practices. Schedules are best developed at the unit level. The Medical Center and the Association recognize that schedules impact staff ability to plan for life outside of work. Work schedules will be prepared for three (3) consecutive pay periods, which will be finalized and posted two (2) weeks before the beginning of the first of such pay periods. Prior to finalizing and posting of the schedule, the Medical Center will make every effort to schedule bargaining unit nurses, including per diem nurses. Scheduling is a mutual responsibility of both leader and nurse. If a leader identifies a need for a nurse to participate in a mandatory education, meeting, or call shift beyond the nurse's FTE or after the schedule is finalized, that education, meeting, or call shift will only be added to the schedule with the permission of the nurse. Prior to opening self scheduling, The Medical Center will make reasonable efforts to identify required education, meetings, or call shifts. Each Nurse will be responsible for communicating individual committee work and required education during the self scheduling period. No changes will be made to the schedule, once finalized and posted, without the nurse's consent and the manager/supervisor's approval, nor may nurses change schedules once finalized and posted without the manager/supervisor's approval. A posted schedule shall be deemed "finalized" at 5pm on the Friday 2 weeks prior to the start of the schedule period.

5.2 Weekend Schedules. The Medical Center will continue its current policy of scheduling every other weekend off for Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more frequent weekends in writing. (e.g., by using the alternate schedule forms or by the nurse entering his or her own schedule preferences in Kronos). Nurses will not be scheduled for

consecutive weekends without their consent. If the Medical Center determines based on operational and patient care needs (provided that such discretion is not exercised arbitrarily), that weekend work can be less frequent than every other weekend, such schedules are permitted by this Agreement. If the Medical Center determines that there can be less frequent weekend work, preference for such reduced weekend work will be offered on a bargaining unit seniority basis, to the extent reasonably feasible.

5.3 Unit Based Scheduling. The Medical Center and Association support collaboration and self-scheduling. The Medical Center will seek input from the nurses in a given unit in creation of the schedule for that unit as self-scheduling promotes accountability and responsibility that leads to job satisfaction and personal growth.

A. The Medical center and the Association will allow unit-based staff scheduling for any unit that has a consensus of the unit's nurses for this practice.

B. The nurse or team of nurses assigned to the unit will take and maintain responsibility for assigning RNs into the unit's core schedule according to the provisions of this Agreement, core staffing guidelines, and the unit's staffing plan.

1. The nurses or team of nurses will be nominated and elected by a majority of nurses on the unit annually.

C. Units making use of this provision will determine their scheduling process, and assignments of the RN's into the core schedule will be a fair and equitable process.

1. Core schedules developed at the unit level and are maintained in Kronos Advanced Scheduler.

D. After the nurses or team of nurses have created the unit schedule, the manager will ensure the schedule is balanced or will make changes to balance the schedule.

1 **E.** The Association agrees that the nurse manager for such units has
2 final approval for each schedule in a manner that is not arbitrary or
3 capricious.

4
5 **5.3.1 Schedule Regularity.** Nurses do not have a guarantee of regular
6 days off. The Medical Center will, however, make reasonable efforts to
7 maintain regularity in nurses' scheduling patterns, consistent with
8 patient care needs, and will, in good faith, attempt to equitably
9 distribute such deviations among nurses on the unit and shift. When
10 there are significant changes to the schedule, the Medical Center will
11 discuss the proposed change(s) with the affected nurse(s) and will
12 provide at least 14 days' notice of significant changes.

13 **5.3.1.1** The Medical Center will attempt to avoid scheduling nurses
14 with only a single day off between workdays (unless such
15 nurses provide written consent to the contrary).

16
17 **5.3.2 Different Shifts.** A nurse will not be required to alternate or work on a
18 different shift, without the nurse's consent.

19
20 **5.3.3 Start/Stop Times.** If it is necessary for the Medical Center to
21 temporarily or permanently alter a nurse's start/stop time, the following
22 provisions apply:

23 **5.3.3.1** The change must be made, and the nurse must be notified
24 at least six (6) weeks, or as soon as practicable prior to the
25 time the schedule is finalized and posted;

26
27 **5.3.3.2** There may be no more than a two (2) hour variance; and

28
29 **5.3.3.3** The Medical Center must first seek volunteers from others
30 on the unit and, if there are no such volunteers, the change
31 will be made for the least senior qualified nurse on the unit
32 and shift.

5.3.3.4 The Medical Center may initiate such changes to start and stop times no more than twice in any rolling twelve (12) month period.

5.3.3.5 If a Registered Nurse volunteers for a change in their start/stop time, the provisions of section 5.3.3 shall not apply.

5.4 Variable Shifts. The Medical Center may create and post positions that require the nurse holding such a position to work variable shifts, meaning a position without a regular shift worked. When the Hospital fills such a position, the Hospital will work with the nurse to minimize the impact of the variable shifts by communicating and collaborating with the nurse in the development of the nurse's schedule. Unless a nurse is hired into a variable shift position, he or she will not be required to work on variable shifts without the nurse's consent. The Medical Center will create no more than one variable shift position for each unit/department, except for those units/departments that have 40 or more nurse positions, in which case the Medical Center may create up to two such positions for each unit/department.

5.5 Work Beyond FTE. A nurse will not be required to work beyond their FTE, except in emergent circumstances. Nurses are expected to attend staff meetings and required educational courses within their FTE. Nurses shall not be disciplined for going above their FTE to attend staff meetings and educational courses and are encouraged to do so when unable to attend the events within their FTE, so long as such attendance does not result in the nurse earning unauthorized overtime. Likewise, Charge Nurses are expected to attend Charge Nurse meetings within their FTE. Charge Nurses shall not be disciplined for going above their FTE to attend staff meetings and educational courses and Charge Nurse meetings and are encouraged to do so when unable to attend the events within their FTE, so long as such attendance does not result in the nurse earning unauthorized overtime.

1 **5.6 Per Diem Nurses.** After scheduling regular nurses, the Medical Center will
2 identify holes (or gaps or open shifts) in the schedule, which may include
3 pending vacation/PTO requests for holidays. The manager on a unit will
4 communicate those holes to the per-diem nurses. From among the holes in
5 the schedule, a per-diem nurse will indicate hours for which he/she is
6 available. Per-diem nurses in a unit will be offered the opportunity to be
7 placed on the schedule prior to temporary or agency nurses working in that
8 unit. Per diem nurses in a unit will be offered the opportunity to commit to
9 available work before such work is contracted for a unit to traveler nurses (at
10 the time of contracting).

11
12 **5.7 Extra Shift Availability.** The Medical Center will make good faith efforts to
13 notify nurses of the availability of extra shifts as soon as practicable once
14 extra shifts become available.

15
16 **5.8 Negotiating Team Schedules.** The Medical Center staff and negotiating
17 team shall strive to schedule bargaining sessions sufficiently in advance to
18 allow nurse to schedule their work around bargaining dates. The members of
19 the Association negotiating team will attempt to adjust their schedules to
20 accommodate negotiations including arranging for schedule trades, if they
21 are unsuccessful, the members of the negotiation team should alert their
22 managers as soon as possible, who will, when possible, release members of
23 the negotiating team from scheduled shifts to attend negotiation sessions,
24 subject to patient care needs and the operational needs of the Medical
25 Center. If there are conflicts that cannot be addressed through shift trades,
26 the Medical Center agrees it will release five (5) members of the negotiating
27 team from their scheduled shifts to attend negotiations sessions on unpaid
28 time without requiring them to use PTO. IF there is an urgent patient care or
29 operation need that prevents the nurse's release, the Medical Center will

1 notify the Association and the nurse, and the parties can determine whether
2 to cancel the bargaining session. In addition, the Medical Center agrees to
3 make a good faith effort to allow bargaining team members to work on a
4 scheduled day off, if the nurse desires, if doing so does not result in
5 increased cost beyond the nurse's regular, straight-time pay for the hours
6 worked.

ARTICLE 6 – NURSING PRACTICE AND STAFFING

The parties recognize that the Medical Center has an obligation to comply with the Oregon Hospital Staffing Law which includes specific requirements about nurse-to-patient ratios in certain units. However, the Medical Center recognizes that patient acuity and patient care intensity can impact balanced unit patient assignments. Accordingly, the Medical Center will support Unit-Based Councils/Committees developing and utilizing, in partnership with Nursing Leadership, a patient acuity and intensity tool to be used to create balanced patient assignments. If a unit uses such a tool, it will be included in the unit Standard Operating Procedure developed by the Unit-Based Council.

6.1 Healthy Work Environment. The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together to address the elements of a healthy working environment and acknowledge the AACN statement: “Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change.”

6.2 Reporting of Concerns. The Medical Center supports and encourages nurses to raise and document any staffing concerns, without fear of retaliation. If a nurse recognizes a potential staffing deviation, they will immediately escalate to their charge nurse, house supervisor, or designee to start the resolution process. If the concern is unresolved, or for specific staffing concerns, a nurse may use the or a Staffing Concern Documentation Form (SCDF). Nurses will submit completed forms, to their manager The Medical Center will investigate staffing deviation complaints. A nurse requested by the Medical Center to review an SCDF report they have submitted may have an Association representative present with them during this review. During a review of a submitted SCDF, the Medical Center may request additional information from the submitting nurse. The Medical Center

1 will make the staffing committee minutes available on the hospital's nursing
2 Sharepoint.

3
4 Nothing in this article shall be construed as barring or prohibiting nurses from
5 also filing OHA Online Staffing Complaint Forms.

6 **6.2.1** No nurse shall be disciplined or face reprisal for good faith reporting of
7 a nurse staffing plan deviation.

8
9 **6.3 The Hospital-Wide Nurse Staffing Plan.** The Hospital-Wide Nurse Staffing
10 Plan as referenced in the Oregon Hospital Staffing Law is the accumulated
11 unit-level nurse staffing plans of all nursing units at the Medical Center.

12 **6.3.1** The parties acknowledge that Oregon's Medical Center Hospital
13 Staffing Law (ORS Chapter 441) applies to the Medical Center. The
14 Medical Center will comply with the requirements of the Hospital
15 Staffing Law including mandates that nurses are provided an
16 opportunity for their meals and breaks and, where applicable, nurse-
17 to-patient ratio requirements of ORS Chapter 441, and establishment
18 of a Nurse Staffing Committee. Changes to a unit's statutory ratio may
19 be made with the majority vote of the Nurse Staffing Committee, in
20 accordance with Oregon's Hospital Staffing Law.

21
22 **6.3.2** Unit-level nurse staffing plans will be developed at the unit level,
23 through nurse and unit level management partnership, such as
24 through a Unit-Based Council/Committee, in a manner consistent with
25 the Staffing Law as a shared responsibility of registered nurses and
26 nursing leaders. Each unit-level nurse staffing plan in the Medical
27 Center shall consider the factors required by the Oregon Hospital
28 Staffing Law. Nurses with concerns regarding staffing are encouraged
29 to raise those concerns without fear of retaliation, and to work with
30 their staffing committee to identify solutions.

1 **6.3.3** Nurse Staffing Plans developed and approved at the unit level will be
2 submitted to the Nurse Staffing Committee for review and appropriate
3 action (which may include a vote) in accordance with the Oregon
4 Hospital Staffing Law.

5 **6.3.3.1** Nurse Staffing Plans shall be consistent with nationally
6 recognized, evidence-based standards and guidelines
7 established by professional nursing specialty organizations,
8 if they exist, and applicable to the unit in question.
9 However, the Medical Center recognizes that patient acuity
10 and patient care intensity can impact balanced unit patient
11 assignments. In nursing departments not utilizing
12 Nationally recognized standards, the Medical Center will
13 support Unit-Based Councils/Committees in partnership
14 with Nursing Leadership, utilizing an approved evidence-
15 based patient acuity and intensity tool, for the purpose of
16 creating balanced patient assignments.

17
18 **6.3.4** The Medical Center will pay nurses for Unit-Based
19 Council/Committee-related time when it is spent on efforts undertaken
20 in collaboration with the core leader and directly related to developing
21 the unit staffing plan in anticipation of presenting that plan to the
22 Nurse Staffing Committee for review and/or approval. Unless pre-
23 approved by the core leader, outside preparation time for Unit-Based
24 Council/Committee meetings will not be compensated.

25
26 **6.4 Facilitating Appropriate Staffing** - The Medical Center and the Association
27 are committed to appropriate nurse staffing on each unit to meet patient care
28 requirements and promote a healthy work environment. Upon request, open
29 Registered Nurse positions will be discussed at Labor Management
30 Committee meetings. Unit Based Councils/Committees shall evaluate the
31 regularity of incoming floats as well as resource hours and Education Leave
32 approval, so that they may use this information to raise concerns about their
33 unit's core staffing.

1 **6.4.1** The charge nurse in collaboration with the bedside RN will assess
2 patient acuity at least once a shift. The charge nurse may use the unit
3 operating guidelines/grids to assess/request staffing.
4

5 **6.5 Nurse Staffing Committee** - The Medical Center intends to maintain the
6 structure, duties, and role of the Nurse Staffing Committee consistent with
7 the Oregon Hospital Staffing Law.

8 **6.5.1** The Medical Center will maintain the structure, duties, and role of the
9 Nurse Staffing Committee consistent with the Oregon Hospital Staffing
10 Law. The parties further recognize that the Nurse Staffing Committee
11 is accountable for matters of nurse staffing at the Medical Center,
12 consistent with the Oregon Hospital Nurse Staffing Law. The parties
13 recognize the patient care benefits of direct caregiver input and
14 shared decision-making regarding criteria that impact the quality of
15 care, which may include unit staffing, competency, or acuity
16 standards. To that end, the parties agree to the following criteria for
17 shared governance in each unit throughout the medical center:
18

19 **6.5.2** The composition and organization of the Nurse Staffing Committee
20 shall be done in accordance with the Oregon Hospital Staffing Law.
21

22 **6.5.3** The direct care members of the Nurse Staffing Committee will be paid
23 for the time spent during meetings. Alternates will be paid for
24 attendance at meetings if a nurse representative is unable to attend or
25 where the alternate's attendance was requested by the Committee in
26 addition to that of the primary nurse representative.
27

28 **6.5.4** The Nurse Staffing Committee will commit to develop a plan on how
29 unit staffing plans are escalated to the Nurse Staffing Committee for
30 approval, which may include processes and procedures on how unit
31 staffing plans are approved by unit nurses.

1 **6.6 Nurse Staffing Plan and Dispute Resolution**

2 **6.6.1** Each unit-level nurse staffing plan will be provided to the Nursing
3 Staffing Committee for appropriate consideration, consistent with the
4 Oregon Hospital Staffing law.

5
6 **6.6.2** If the dispute about a staffing plan at Nurse Staffing Committee is at
7 impasse, statutory nurse-to-patient ratios will apply. For units with no
8 statutory nurse-to-patient ratio, the parties recognize that resolution of
9 nurse staffing plan disputes will follow the arbitration process as
10 defined in ORS Chapter 441.

11
12 **6.6.3** Nurses with concerns regarding staffing are encouraged to raise those
13 concerns using their chain of command without fear of retaliation, and
14 to work with the Nurse Staffing Committee members to identify
15 solutions when necessary.

16
17 **6.7 Hospital Staffing Plan Committee**

18 **6.7.1** The Medical Center Staffing Plan Committee will be comprised of
19 equal numbers of Medical Center Nurse managers and direct care
20 registered nurses as its exclusive membership for decision making.

21
22 **6.7.2** Direct care registered nurse representatives will be selected by the
23 direct care nurses, through a process determined by the bargaining
24 unit.

25
26 **6.7.3** Term of the appointment of a direct care nurse to the Staffing
27 Committee will be set by the Association including rotational terms
28 and the ability of nurses to serve multiple terms. Time spent at Staffing
29 Committee meetings will be set by the Staffing Committee.

30
31 **6.7.4** The Medical Center has defined the following specialty areas and will
32 include at least one direct care registered nurse from each of the
33 following specialty areas on the Hospital Staffing Plan Committee:

1 Changes to these arrangements may be made by mutual consent of
2 the Medical Center and Association, in consultation with committee
3 members.

Medical/Surgical	Medical Telemetry	Critical Care
Emergency Services	Birthplace	Inpatient Rehab
	Float Pool	Clinical Decision Unit (CDU)
Interventional Cardiac Services		Perioperative Services

4 **6.7.5** The Staffing Plan Committee's decision-making process will be by
5 vote of the majority of voting members.

6

7 **6.7.6 Meetings.**

8 • The meetings of the Medical Center Nurse Staffing Committee will
9 be co-chaired by one direct care registered nurse and one hospital
10 nurse manager.

11

12 • The Medical Center Nurse Staffing Committee will determine how
13 often it needs to meet to achieve its duties, but the Committee will
14 not meet less than quarterly.

15

16 • The members of the Medical Center Nurse Staffing Committee will
17 be paid for the time spent during meetings. Additionally, each
18 bargaining unit staff member shall be entitled to up to two (2)
19 additional hours per month for preparation and information
20 gathering, as assigned by the Medical Center Nurse Staffing
21 Committee, prior to the actual meeting. Such time shall not be
22 subject to the daily overtime provisions of Section 4.3, and the
23 nurse shall attempt to schedule such time to minimize weekly
24 overtime.

25

26 • Minutes of the meetings will be taken and will be available for
27 review by all nurses via the intranet.

- The annual schedule for meetings will be set in advance each January and available for review by nurses via the intranet. The Medical Center Nurse Staffing Committee may cancel meetings but out of respect for the nurses' schedules it will not reschedule them.
- Each nurse on the Nurse Staffing Committee is responsible for communicating his/her name to their respective units.
- Nurses and/or representatives of the Association may request time on the agenda at the Nurse Staffing Committee to raise issues or concerns related to staffing. Staff nurses may attend meetings as observers, on unpaid time, but may be excluded from a committee meeting by either co-chair for purposes related to deliberation and voting.
- Nurses participating on the Nurse Staffing Committee will request time off to attend meetings in advance. When, despite such efforts, the nurse is scheduled to work on the date of the Nurse Staffing Committee meeting, the Medical Center shall release Nurse Staffing Committee members from duty so that they may attend scheduled Nurse Staffing Committee meetings.
- Alternate direct care Nurse Staffing Committee members (as selected by nurses on their units) may attend Committee meetings when the primary Nurse Staffing Committee member is unable to attend.

6.7.7 Unit level nurse staffing plans shall be developed at the unit level, such as through a Unit Based Council (UBC). After development at the unit level, each unit-level nurse staffing plan shall pass a majority of the unit's registered nurses before moving to the Nurse Staffing Committee for approval and implementation. If the unit level nurse staffing plan fails to receive majority approval from the unit's

1 registered nurses, the staffing plan returns to the unit for adjustment
2 prior to being brought back to the Nurse Staffing Committee.
3

4 **6.8 Professional Nursing Care Committee.**

5 **6.8.1** The nurses in the bargaining unit shall elect from its membership not
6 to exceed six (6) members of the unit who shall constitute the
7 Professional Nursing Care Committee. No patient care unit may have
8 more than one representative on the Professional Nursing Care
9 Committee. The PNCC shall elect one of its direct care nurse
10 members to serve as chair.

11 **6.8.1.1 Committee Liaison.** The Chairperson of the PNCC may
12 attend part of the Nursing Operational Council (“NOC”)
13 meetings at the invitation of the NOC, or by request with
14 the consent of the NOC.
15

16 **6.8.2** This Committee shall meet not more than once a month at such times
17 so as not to conflict with the routine duty requirements. The Medical
18 Center will make reasonable efforts to release a PNCC member from
19 duty to attend a meeting, provided that the nurses give his or her
20 manager advance notice of the meeting. Each Committee member
21 shall be entitled to up to two (2) paid hours per month at the nurse’s
22 regular straight-time rate for the purpose of attending Committee
23 meetings.
24

25 **6.8.3** The Committee shall prepare an agenda and keep minutes for all of its
26 meetings, copies of which shall be provided to the Medical Center’s
27 Chief Nurse Officer within seven (7) calendar days after each meeting.
28

29 **6.8.4** The Committee shall consider matters that are not proper subjects to
30 be processed through the grievance procedure, including the
31 improvements of patient care and nursing practice.

1 **6.8.5** The Medical Center recognizes the responsibility of the Committee to
2 recommend to the Nursing Operations Council measures that
3 objectively improve patient care and the Nursing Operations Council
4 will duly consider such recommendations and will so advise the
5 Committee of action taken within a reasonable time frame.

ARTICLE 7 – EMPLOYMENT STATUS

7.1 Introductory Period. A nurse will be in an introductory period for the first 90 calendar days of employment by the Medical Center. Neither discipline nor termination of employment of an introductory-period nurse will be subject to the grievance procedure under this Agreement.

7.2 Discipline. Nurses who have completed the introductory period may be disciplined for proper cause. Discipline may include verbal warning (Level one), written warning (which may include a final written warning) (Level two), suspension with or without pay, or termination of employment. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these forms of discipline for causes that it deems more serious.

7.2.1 Disciplinary action will be documented, in writing, and nurses will be given a copy of disciplinary action at the time it is administered.

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

7.2.2.1 If a nurse who has received formal discipline does not receive any disciplinary actions for one (1) full year, the nurse may submit a written request to the core leader, the CNO, and HRBP seeking that written disciplinary notices be removed from their file. Removal of requested material from the nurse's personnel file shall not be unreasonably withheld.

1 **7.2.3** Under normal circumstances, the Medical Center will notify a nurse
2 when the Medical Center (in its official capacity) reports a nurse to the
3 Oregon State Board of Nursing in connection with any disciplinary
4 action. Failure to notify a nurse of a report to the Board of Nursing will
5 not and cannot affect any action that might be taken by the Medical
6 Center and/or the Board of Nursing.

7
8 **7.2.4** Nurses shall not be disciplined based solely upon data from the call
9 light locator system.

10
11 **7.3 Coaching.** The purpose of coaching (relatively informal discussions about a
12 nurse's skills, performance or adherence to Medical Center rules or policies)
13 is to provide feedback to the nurse to help him/her develop skills, improve
14 performance, or better adhere to Medical Center rules or policies. Coaching
15 is by itself not disciplinary action.

16 **7.3.1 Individual Work Plans.** Work plans are an alternative to disciplinary
17 action. The goal of a work plan is to provide a tool to enable a nurse
18 who needs additional guidance and support to develop skills and/or
19 improve performance. Work plans will outline job requirements,
20 performance expectations, objectives and a timeframe for completion.

21
22 **7.3.2** The Medical Center will seek input from the nurse in the development
23 of a plan, but the parties acknowledge that the Medical Center has the
24 right to determine when to implement a plan and to decide on the
25 terms set forth in the development of the work plan.

26
27 **7.3.3** The nurse may request that an Association representative attend
28 meetings and assist in the development of the plan, with the goal of
29 helping create an effective work plan and support the nurse in being
30 successful.

1 **7.3.4** If a plan is in place and there is a significant change in circumstances
2 (e.g., significant change in workload or assignment), the nurse may
3 request an adjustment to the plan to address the changed
4 circumstances.

5
6 **7.3.5** The status of the nurse's workplan will be addressed at the nurse's
7 annual evaluation and identified as (1) improving; (2) ongoing; or (3)
8 resolved. If a workplan is not resolved, then the nurse may request a
9 meeting with their manager.

10
11 **7.3.6** A workplan that has been determined resolved will be removed from
12 the nurse's personnel file after two years, upon the nurses' request.

13
14 **7.4 Attendance.** Unplanned and unreported absences, including tardiness or
15 partial day absences, may result in disciplinary action up to and including
16 termination. Nurses are expected not to exceed a total of five (5) occurrences
17 of unscheduled, unapproved absences or tardy events in a rolling twelve (12)
18 month period. Consecutive day absences for the same reason are counted
19 as one (1) occurrence. Unplanned absences related to family medical leave,
20 military leave, work-related illness or injury, jury duty, bereavement leave,
21 and other approved bases are not counted as occurrences under this policy,
22 unless related to an intermittent leave and the employee does not
23 appropriately communicate the time off as intermittent leave, in accordance
24 with the department's practice or instructions. Employees are expected to
25 give notice of the need for time away whenever possible

26
27 **7.5 Resignation.** A nurse will give the Medical Center as much written advance
28 notice of intended resignation as possible, ideally four (4) weeks but not less
29 than two (2) weeks.

- 1 **7.6 Notice of Discharge.** Except for nurses who are discharged for proper
2 cause, the Medical Center will provide two (2) weeks' notice of discharge to
3 regular nurses who have completed their introductory period. If less than two
4 weeks' notice is given, the Medical Center will pay the nurse for the hours
5 that he/she would have worked during that part of the two (2) week period for
6 which such notice was not given.
7
- 8 **7.7 Personnel Files.** Nurses may have access to their personnel files in
9 accordance with Oregon Revised Statutes 652.750 and may receive one (1)
10 certified copy per year at no cost.
11
- 12 **7.8 Eligibility for Re-Hire.** Any nurse who has been designated as ineligible for
13 rehire may submit to Human Resources a request for an exception to such
14 status. Such requests may be approved by Human Resources and
15 appropriate senior leadership on a case-by-case basis.

ARTICLE 8 – EVALUATIONS

8.1 The Medical Center maintains the right to evaluate the job performance of bargaining unit nurses. The parties acknowledge that the evaluation process is not intended to be disciplinary in nature, but that the evaluations are a tool to communicate regarding a nurse's performance and may be used to show such communication has occurred.

8.2 The Medical Center will conduct performance reviews for each nurse at least annually.

8.3 Each nurse will be given an opportunity to review his or her performance evaluation. The nurse will be given the opportunity to sign the evaluation to indicate that he or she has received the evaluation. In addition, the nurse will have access to a copy of the evaluation. The Medical Center will endeavor to provide timely counseling and feedback on areas where a nurse's performance needs to improve, so that the nurse will have the opportunity to make such improvement.

8.4 The nurse may respond, in writing, with comments to the evaluation. Any such comments by the nurse will be placed in the nurse's personnel file with the evaluation.

ARTICLE 9 – EDUCATION

9.1 The Medical Center agrees to maintain a continuing in-service education program for nurses covered by this Agreement. If a nurse is required to attend a staff meeting or in-service outside his or her normal shift, the hours of attendance are treated as time worked.

9.2 The Medical Center will pay those expenses reasonably incurred and consistent with the Medical Center policy for education and training programs that it requires (including certifications it requires). This provision applies to courses required to obtain, maintain or advance core competencies, certifications, and education provided that the nurse takes reasonable steps to access such education and/or training at the least expensive alternative and that the education and/or training is successfully completed before the required certification/competency lapses.

9.3 The Medical Center will annually provide sixteen (16) hours of paid educational leave for each nurse who worked at least 550 hours in the preceding twelve (12) months. Nurses will request paid hours consistent with scheduling timelines for requesting PTO. Forms for such requests are available via the PMMC intranet.

9.4 The educational leave described herein must be educational programs for nurses to acquire new knowledge related to the practice of nursing, update nursing knowledge and skills, and/ or maintain certifications.

9.4.1 Educational leave may not be carried over from one year to the next.

9.4.2 The nurse may be requested by his or her manager to share the knowledge learned from the educational program with other nurses.

9.4.3 The Medical Center may grant additional paid or unpaid educational leave in cases it deems appropriate.

1 **9.4.4** The hours allotted above do not include education hours necessary for
2 a regular or per diem nurse to obtain or maintain a certification
3 required by the Medical Center for the nurse's unit, provided that the
4 nurse takes reasonable steps to access such education and/or
5 training before the required certification/competency lapses.

6
7 **9.4.5** A newly hired regular nurse may apply to use educational leave in the
8 calendar year in which the nurse reaches his or her first anniversary
9 date of employment as a nurse, but only after the nurse's anniversary
10 date.

11
12 **9.5** The Medical Center will provide up to \$30,000 in each year of the contract for
13 assistance in paying for registration fees, required materials, travel, lodging,
14 meals, and parking in conjunction with educational courses for regular nurses
15 and for per diem nurses who have worked at least 550 hours for the Medical
16 Center in the preceding twelve (12) months. If the 2024 fund allocation is
17 exhausted, the 2025 and 2026 allocation will be \$35,000. There will be no
18 carryover to the next calendar year, although the Medical Center will accept
19 requests for reimbursement received through January 31 for expenses
20 incurred in the preceding calendar year. A regular nurse will be eligible for a
21 maximum of \$450 per year unless any part of the above annual amount
22 remains undistributed at the end of the calendar year, in which case
23 individual nurses' expenses in excess of \$450 will be reimbursed on an
24 equitable basis up to the annual amount, provided, however that no nurse
25 will be reimbursed more than \$850.

26 **9.5.1** The Medical Center and PNCC will develop a procedure for
27 processing payment for amounts above.

1 **9.6 Tuition Reimbursement.** Providence provides tax-free reimbursement
2 annually for approved educational certificates, undergraduate & graduate
3 degrees from accredited educational institutions, after any grant aid and/or
4 scholarships are applied. Registered nurses are eligible to receive tuition
5 reimbursement per calendar year in accordance with the terms of the
6 Medical Center “Educational Benefits Policy” (Policy #KB0052757) found in
7 HR caregiver Portal.

ARTICLE 10 – JOB VACANCIES

10.1 Posting of Registered nurse openings: Upon identifying a need to hire a registered nurse the Medical Center shall initiate the replacement process within two (2) weeks

10.2 Postings. All bargaining unit vacancies and new positions shall be electronically posted for seven (7) calendar days. Positions will be held open for a minimum of 7 days to allow internal candidates opportunity to apply. The notice shall state the position, shift (variable or not), start and stop times, unit and number of days per week of the available position. The Medical Center may temporarily (but not permanently) fill the position during the posting period with a person of its choosing. Nurses with at least six months' seniority may apply for posted vacancies in the Medical Center, and nurses with less than six months' seniority may apply for posted vacancies on their patient care unit.

10.2.1 Managers shall communicate the posting or anticipated posting of positions to nurses working on the unit where a position will be posted. Such communication may be by email, staff meeting announcements, or other regularly used methods of communication. Job postings are available online and updated weekly

10.2.2 The Medical Center will post in each nursing unit instructions on effectively accessing and using the electronic job posting and application system, including contact information for staff that will assist nurses with problems accessing the system and provide information regarding the date of posting for bargaining unit positions.

10.2.3 The Medical Center will transition nurses to newly awarded positions within three (3) pay periods.

1 **10.3 Seniority Consideration.** Qualified internal applicants will be awarded
2 vacant nursing positions before external applicants. “Qualified” means that
3 the applicant has the required licensure, skills, and job knowledge. Qualified
4 senior nurses will be given preference over less senior nurses. To exercise
5 seniority, the senior nurse must agree to work the number of days or weeks
6 of the vacant position.

7
8 **10.4 Charge Nurses.** Seniority shall prevail in advancement to Charge Nurse
9 vacancies, provided the skill, ability, and qualifications of the nurses are
10 equal. The Medical Center shall be the sole judge of the relative skill, ability,
11 and qualifications of the nurses, taking into account the feedback of the staff
12 on the unit. The Medical Center will not exercise that judgment arbitrarily or
13 capriciously.

14
15 **10.5 Reduction in Hours.** A nurse may request, in writing, to decrease his/her
16 regularly scheduled hours. If two or more nurses submit requests, the most
17 senior nurse will be given preference, provided that the nurse is qualified. If
18 the Medical Center agrees with a request, any hours given up by the nurse
19 may be posted by the Medical Center, and may be added to a nurse’s
20 existing schedule, provided the extra hours will not result in overtime hours.

21
22 **10.6 Increase in Hours.** The following provisions apply when a nurse works
23 additional hours that are not the result of covering for leaves of absence,
24 vacations, or sick leave, and there is not a foreseeable end to the need for
25 additional hours.

26 **10.6.1** A regular, part-time nurse who regularly averaged 36 or more hours
27 per week during the preceding 24 weeks may apply in writing for
28 reclassification to a full-time position. The nurse will be reclassified as
29 of the next schedule to be posted to a regular full-time schedule
30 closest to the nurse’s work schedule (including shifts and units) during
31 the preceding 24 weeks.

1 **10.6.2** A per diem nurse who has averaged 24 or more hours of work per
2 week during the preceding 24 weeks may apply in writing for
3 reclassification. If the Medical Center can accommodate the nurse's
4 request, it will post a position closest to the schedule (including hours,
5 shifts and units) worked by the per diem nurse during the preceding
6 24 weeks. Such position will then be posted and filled pursuant to
7 Sections 10.1 and 10.2 of this article.

8
9 **10.7 Agency and Traveler Nurses.** The Medical Center will not use traveler
10 nurses, guaranteed agency nurses, or share care or non-bargaining unit
11 nurses in lieu of posting a position in the bargaining unit. This provision does
12 not limit the ability of the Medical Center to use such nurses for any
13 combination of leaves of absence, vacations, holidays, sick leave, and/or
14 temporary or seasonal increase in census.

ARTICLE 11 – SENIORITY

11.1 Seniority Accrual. Seniority will be accrued based on the number of hours for which a nurse is compensated at the straight-time rate or above, since his or her entry into a position within the bargaining unit, plus any MDO hours.

11.2 Service outside the Bargaining Unit. A nurse who works for the Medical Center in a position outside the bargaining unit and then returns to a bargaining unit position within twelve (12) months (without a break in service) will be given credit for his/her previously accrued seniority. Such a nurse will not be required to complete another probationary period upon return to a position within the bargaining unit.

11.3 Seniority Lists. The Medical Center will maintain the seniority list based on Article 11.1 above and will provide the seniority list to the Association upon request or nurses may request to see the list from their manager.

11.4 Break in Service. Seniority shall be lost upon termination of a nurse's employment or layoff of more than twelve (12) months and upon leaving the bargaining unit for more than twelve (12) months. Any nurse reemployed by the Medical Center in a bargaining unit position within twelve (12) months will have his or her previous seniority restored upon rehire (which means that the nurse will have his or her seniority date adjusted by the length of time away from the Medical Center).

ARTICLE 12 – STAFF REDUCTION

12.1 Definitions. Staff reductions may occur by mandatory days off (MDOs) or by layoff.

12.1.1 MDOs. An MDO is defined as a staff reduction for all or part of a shift on a unit because of Medical Center projections of the staff needed for that unit and shift.

12.1.2 Layoffs. A layoff is defined as a staff reduction because of an elimination of a position or long-term reduction in hours, unit closure or merger, or Medical Center projections that the staff reduction in a unit and shift (as described in 12.1.1) will continue for a significant period of time.

12.1.3 Nursing Units. A unit for purposes of a staff reduction is defined as Ortho/Spine-Total Joint, Telemetry, Inpatient Rehabilitation, Birthplace, Medical/Surgical, Emergency Department ("ED"), Critical Care ("ICU"), Short Stay Unit ("SSU"), Post-Anesthesia Care Unit ("PACU"), Float Pool, Endoscopy, Surgery ("OR"), Nuclear Medicine, Cath Lab, ICVR, Same Day Surgery, Outpatient Infusion and any such other units as may be added by Medical Center or result from a merger of units.

12.2 MDO Procedure. Nurses scheduled to work in the unit and shift where the MDO will occur will have their shift or portion of their shift canceled in the following sequence:

1. Agency registered nurses other than travelers, (unless the Medical Center's contract with the travelers permits such MDO, in which case the traveler nurse will be cancelled first).
2. Nurses whose work would be payable at overtime.
3. Volunteers, with the earliest request for time off given preference.

1 **4.** Per diem nurses.

2

3 **12.2.1** Remaining nurses in accordance with the unit's MDO rotation

4 system, which looks at all of the nurses scheduled for that shift and

5 unit, and selects for MDO from among those nurses the individual

6 nurse with the least MDO hours in the immediately preceding two

7 pay periods, or per unit specific plans.

8

9 **12.2.2** The system of MDO rotation shall be the one currently in effect on

10 each unit at the time of ratification, and shall be written and

11 communicated by the manager, in consultation with the nurses on

12 the unit. Notwithstanding the prior sentence, nurses on a unit may

13 change the system of rotation, provided that the system is in

14 writing and approved by the unit manager. Each unit's manager

15 will decide who will record MDO hours on a unit and those records

16 will be available to RN's, who shall be responsible for the accuracy

17 of their own MDO hours. All units shall track their own MDO hours.

18 Each Unit's specific plan shall be posted on the unit's SharePoint

19 page.

20

21 **12.2.3** Float nurses will be considered in the rotation described above

22 only in Spine/Total Joint, Medical/Surgical, Telemetry, and

23 Inpatient Rehabilitation.

24

25 **12.2.4** In the Critical Care Unit (CCU), only those float pool nurses who

26 have been signed off on at least the beginning Critical Care Unit

27 competency will be considered in the rotation described above,

28 subject to the need for skill mix with charge nurse input.

29

30 **12.2.5** Nurses at the MDO cap shall not be considered in the MDO order.

12.3 Nurse's Status While on MDO. A nurse may be placed by the Medical Center in one of the following four (4) categories only **once** per shift: Full Day MDO; Partial Day MDO with Standby; Partial Day MDO without Standby; and Full Standby Shift. The Medical Center may, once per shift, convert a Partial-Day MDO (with or without standby) to a Full Standby Shift or a Full Day MDO.

If a nurse is assigned to partial day MDO (either category #2 or category #3) and is scheduled to report to work for only the last four (4) hours of a twelve hour (12-hour) shift (or any portion of such last four (4) hours), the nurse will be paid one and one-half (1 ½) times the nurse's regular hourly rate for hours worked during such four-hour period.

12.3.1 Category #1: Full Day MDO. This means that the nurse is not obligated to the Medical Center for that shift. A Nurse shall have the option to use or not use PTO for any or all hours of MDO for that shift.

12.3.2 Category #2: Partial Day MDO With Standby. The nurse will be placed on standby for a portion of the shift and will be given a specific scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate. If the nurse is called in from standby prior to the scheduled report time, the nurse shall be paid the contractual minimum number of hours for callback per Art. 14.11.3. When a nurse is on standby and is called to come in prior to the scheduled report time, consideration will be given to the time needed by the nurse to drive to work, which should not exceed one hour from the time of notification (except in the procedural areas).

12.3.3 Category #3 Without Standby. The nurse will be given a specific scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate but will not be placed on standby for the other portion of the shift. This means that the nurse is not obligated to the Medical Center for that portion of the shift.

12.3.4 Category #4 Full Standby Shift. The nurse will be placed on standby for the entirety of the shift, and if called into work, the standby provisions of this contract will apply.

12.4 Selection From Among Volunteers for MDO. If two or more nurses volunteer for an MDO at the same time within the same unit, the MDO shall be rotated based on who last received an MDO. If the nurses received an MDO on the same prior day, the MDO will be given to the more senior nurse. Notwithstanding this provision, nurses on a unit will be permitted to develop a unit-specific process for selecting among volunteers for MDO that may differ from this provision and shall be considered to replace this provision for the nurses on that unit. Any such unit- specific plan will be in writing and must be approved by the unit manager, and be posted on the unit's SharePoint.

12.4.1 The request off/MDO tracking system (eg., book or spreadsheet) is maintained at the unit level. No more than four days per schedule period may be requested off after the schedule is posted.

12.4.2 Order of Call-In from MDO. If additional hours of work become available on the unit and shift after an MDO is assigned, nurses from the unit and shift on MDO with standby will be called in first in the reverse order called off, The Medical Center will then attempt to call in nurses from the unit and shift on MDO who are not on standby, but such nurses are not required to come to work.

12.4.3 Protocol for Addressing Excess MDO. If the Association desires to discuss with the Medical Center its concerns regarding excess MDO on any unit, it may raise that issue at a Labor Management Council meeting. The parties shall consider actions to remedy the situation, including potential reorganization and/or implementation of a reduction in force.

1 **12.5 MDO CAP.**

2 **12.5.1** No nurse will be required to take mandatory low census beyond a
3 cap of two hundred twenty eight hours (228) in a calendar year.
4 This subsection does not apply to per diem RNs.

5 **12.5.1.1** If an RN volunteers for low census (“voluntary MDO”),
6 those hours shall not count toward the mandatory low
7 census cap.

8
9 **12.5.1.2** If an RN is given mandatory low census (“voluntary
10 MDO”) for a shift above their FTE – that low census/MDO
11 shall not count toward the low census cap.

12
13 **12.5.2** In cases of mandatory day off, a nurse may have the option to
14 work Mandatory Education (with approval of leader) or Helping
15 Hands (with approval of leader or house supervisor). A nurse who
16 takes such option shall not be considered to be on MDO or
17 standby while performing Mandatory Education or Helping Hands.

18
19 **12.5.3** The Medical Center may request a Nurse be changed to an
20 additional category of MDO with the Nurse’s agreement.

21
22 **12.6 Layoff Procedure.**

23 **12.6.1** For purposes of this article, a nurse is “qualified” if the nurse
24 currently works on or is oriented to the nursing unit where the
25 positions exists, or is determined to be able to meet the routine or
26 previously posted positions requirements, with an orientation not to
27 exceed six (6) consecutive weeks.

28
29 **12.6.2** If the Medical Center determines that a reduction in force as
30 defined in Section 12.1.2 of this article is necessary, a minimum of
31 45 days’ notice will be given to the Association detailing purpose
32 and scope of the reduction and the likely impacted unit or units,
33 shifts, and positions. The Medical Center will provide the
34 Association with a list of open RN positions at The Medical Center

1 and, at the request of the Association, at any other Providence
2 facilities within Oregon. An “open position” is any position for which
3 the facility is still accepting applications.
4

5 **12.6.3** Upon notice to the Association, representatives of the Medical
6 Center and the Association will meet to discuss scope of the
7 reduction and the likely impacted unit or units, shifts, and positions
8 as well as options for voluntary lay-offs (including requests for
9 voluntary layoff), reduction of the scheduling of intermittently
10 employed nurses, conversion from regular nurse status to an
11 intermittently employed nurse and FTE reductions (full-time nurses
12 going to part- time status). The Medical Center will consider the
13 options suggested by the Association but will not be required to
14 implement the suggested options.
15

16 **12.6.4** If after meeting with the Association, the Medical Center
17 determines that a reduction in force is still needed the nurse or
18 nurses on the unit or units to be impacted will be given a minimum
19 of 30 days’ notice. If there are any posted RN positions within the
20 Medical Center at the time of a reduction in force, The Medical
21 Center will wait to fill such positions with an external applicant until
22 it has become clear which nurses will be impacted by the reduction
23 in force (either laid off or displaced into another position), and
24 those nurses have had an opportunity to apply for those positions.
25 The Medical Center may immediately post and fill nursing positions
26 if either (1) it is apparent that the nurses likely to be impacted by
27 the reduction in force are not qualified for the open position or (2)
28 The Medical Center has an urgent need to fill the position for
29 patient care reasons. The Medical Center will inform other
30 employers within Providence- Oregon of the existence of the
31 reduction in force, and request that they consider hiring the
32 impacted nurses, if any, for any open positions.

1 **12.6.5** Upon notification to the impacted nurse or nurses on the unit or
2 units the Medical Center will displace the nurses in the following
3 manner. Where more than one nurse is to be impacted in a unit or
4 units, the impacted nurses will progress through each step of the
5 process as a group so that the nurse or nurses with the most
6 seniority will have the first choice of displacement options and
7 progress in a manner so that the nurse or nurses with the least
8 seniority will have the least options.

9 **12.6.5.1** The nurse or the nurses with the least seniority as
10 defined in Article 11 among the nurses in the shift or
11 shifts of the patient care unit or units where such
12 action occurs, will be displaced from his/her position
13 provided that the nurse or nurses who remain are
14 qualified to perform the work. The displaced nurse or
15 nurses whose position is taken away will become the
16 displaced nurse or nurses for the purposes of the
17 following subsections and will then have the following
18 options:

19
20 **12.6.5.2** Any initially displaced nurse may choose to fill a
21 vacant position in the bargaining unit if he or she is
22 qualified for that position.

23
24 **12.6.5.3** Any initially displaced nurse may, within seven (7)
25 calendar days of his or her notification of the layoff,
26 choose to accept layoff with severance pay in lieu of
27 further layoff rights or options. Such severance pay will
28 be based on the severance policy applicable to non-
29 represented employees then in effect, except that the
30 nurse will receive severance payments equal to
31 seventy-five percent (75%) of the severance wages
32 available to non-represented employees with the same
33 number of years of service as the nurse. In order to
34 receive severance payments, the nurse will be

1 required to sign The Medical Center's standard
2 severance agreement that includes a release of all
3 claims (including the right to file any grievance relating
4 to the nurse's selection for layoff). Any nurse who
5 chooses severance (including a nurse who chooses
6 severance and then refuses to sign the severance
7 agreement) forfeits any further rights under this Article.
8 Severance is not available to nurses who become
9 displaced due to the application of the "bumping rights"
10 described below.

11

12 **12.6.5.4** If he or she does not accept severance, the displaced
13 nurse or nurses will take the position of the least
14 senior regular nurse in their same patient care unit or
15 units, regardless of shift, provided he or she is
16 qualified to perform the work of that position (the nurse
17 or nurses whose position is thus taken will become the
18 displaced nurse or nurses for the purposes of the
19 following subsections); or

20

21 **12.6.5.5** The displaced nurse or nurses will take the position of
22 the least senior regular nurse or nurses in the
23 bargaining unit, provided he or she is qualified to
24 perform the work of the position. For this sub-section
25 only a nurse is qualified to perform the work of a
26 position if he or she has held a regular position
27 performing the duties of that position at the Medical
28 Center within the two years immediately prior to the
29 date the Medical Center provided notice to the
30 Association of the need for a reduction in force. (The
31 nurse or nurses whose position is thus taken will
32 become the displaced nurse for purposes of the
33 following subsection); or

1 **12.6.5.6** The displaced nurse will be laid off.

2

3 **12.6.6** In the event The Medical Center undergoes a layoff and a position
4 exists in a unit affected by the layoff that requires special skills
5 and/or competencies which cannot be performed by other more
6 senior nurses in that unit, The Medical Center will notify the
7 Association of the need to potentially go out of seniority order. The
8 parties agree to promptly meet and discuss the unit, scope of
9 layoff, the job skills required, and how to address the situation in
10 order to protect seniority rights and care for patients. In analyzing
11 the special skills and/or competencies, the ability to provide
12 training to more senior nurses will be considered. Special skills and
13 competencies will not include a specific academic degree, non-
14 mandatory national certifications, disciplinary actions or work
15 plans.

16

17 **12.6.7** Recall from a layoff will be in order of seniority, provided the nurse
18 or nurses laid off is/are qualified to perform the work of the recall
19 position. A displaced nurse under any of the preceding sections or
20 subsections of this article, including recalled nurses under the
21 previous sentence, will be given preference for vacancies in the
22 same unit and/or cluster, in order of their seniority. Such recall
23 rights continue for up to twelve (12) months from date of
24 displacement. It is the responsibility of the displaced nurse to
25 provide The Medical Center with any changes in address,
26 telephone number or other contact information. If the displaced
27 nurse fails to provide The Medical Center with such changes and
28 The Medical Center is unable to contact him or her with available
29 contact information, he or she forfeits any recall rights.

ARTICLE 13 – COMPENSATION

13.1 Wage Increase and Wage Scale. Wages and wage adjustments shall be as indicated in Appendix A.

Steps	
Start	Less than six (6) months
After 6 months	After six (6) months but less than one (1) year.
Step 1	At least 1 year but less than 2 years
Step 2	At least 2 years but less than 3 years
Step 3	At least 3 years but less than 4 years
Step 4	At least 4 years but less than 5 years
Step 5	At least 5 years but less than 6 years
Step 6	At least 6 years but less than 7 years
Step 7	At least 7 years but less than 8 years
Step 8	At least 8 years but less than 9years
*NEW Step 9	At least 9 years but less than 10 years
Step 10	At least 10 years but less than 11years
*New Step 11	At least 11 years but less than 12 years
Step 12	At least 12 years but less than 13 years
Step 13	At least 13 years but less than 14 years
*New Step 14	At least 14 years but less than 15 years
Step 15	At least 15 years but less than 16 years
*New Step 16	At least 16 years but less than 17 years
Step 17	At least 17 years but less than 18years
*New Step 18	At least 18 years but less than 19 years
*New Step 19	At least 19 years but less than 20 years
Step 20	At least 20 years but less than 21
*New Step 21	At least 21 years but less than 22 years
Step 22	At least 22 years but less than 23 years,
*New Step 23	At least 23 years but less than 24 years
*New Step 24	At least 24 years but less than 25 years
Step 25	At least 25 years but less than 26 years
*New Step 26	At least 26 years but less than 27 years
Step 27	At least 27 years but less than 28 years
*New Step 28	At least 28 years but less than 29 years
*New Step 29	At least 29 years but less than 30 years
*New Step 30	At least 30 years

*Effective first full pay period 1/1/2026

13.2 Nurses will progress to the next step on the scale on the anniversary of the nurse's most recent step advancement date, provided that on such date the nurse satisfies the following requirements:

- 1 **13.2.1** The nurse has worked at least 832 hours in that anniversary year.
2 If a nurse has not worked at least 832 hours, the nurse's
3 advancement to the next wage step will be delayed until
4 completion of 832 hours of work; and
5
- 6 **13.2.2** The nurse has maintained current licensure and mandatory
7 certification requirements for the 12 months preceding the
8 evaluation;
9
- 10 **13.2.3** The nurse has successfully completed annual mandatory in-
11 service, training and/or education in the required time frame,
12 unless the nurse made reasonable good faith efforts to complete
13 the in- service, training and/or education, but was unable to do so
14 through circumstances outside of their control. A nurse who is not
15 eligible for a step increase as a result of the application of this
16 13.2.3, will nonetheless be eligible for the step increase after 180
17 days, provided that as of that date the nurses has completed the
18 in service training and/or education.
19
- 20 **13.3 Credit for Prior Experience.** A newly hired nurse may be hired at any Step,
21 but not less than the Step number that corresponds with the number of years
22 of the nurse's related experience as a nurse employee of an accredited acute
23 care hospital(s). A year of experience under this section is 1,872 hours of the
24 related work (to be prorated for fewer hours in a year). The Medical Center
25 may, in its discretion, place a newly hired experienced nurse at a higher step
26 rate of pay.

1 **ARTICLE 14 – OTHER PAY PRACTICES**

2 **14.1 Certification Differential.**

3 **14.1.1** A nurse who obtains and maintains a nationally recognized nursing
4 certification listed in Appendix C will be paid a differential of three
5 dollars (\$3.00) per hour worked. Additional certifications to be
6 added to Appendix C may be considered and agreed upon at
7 Labor Management Committee.

8
9 **14.1.2** The nurse must have a current nationally recognized certification
10 on file with Human Resources. Initial eligibility for the certification
11 differential will begin on the first full pay period following
12 submission to Human Resources. Eligibility for the certification
13 differential will cease beginning with the first full pay period
14 following the expiration date of the certification, unless the nurse
15 submits proof to Human Resources of certification renewal before
16 that date. If the proof is submitted to Human Resources within sixty
17 days after that date, the certification differential will be paid from
18 the renewal date. If the proof is submitted Human Resources more
19 than sixty days after the renewal date, the certification differential
20 will be resumed beginning with the first full pay period following the
21 submission.

22
23 **14.1.3** If a nurse moves to a different department for any reason, or if a
24 nurse at ratification is receiving a certification they would not
25 otherwise be eligible for, the nurse will continue to receive the
26 same certification pay differential unless and until the certification
27 expires, at which time the nurse's certification pay will be re-
28 evaluated based on the certifications within the new department.

29
30 **14.1.4** Nurses with multiple recognized certifications will receive the
31 certification differential for a maximum of one (1) certification.
32

33 **14.2 Shift Differentials.** A nurse will be paid shift differentials when the majority
34 of a nurse's hours worked fall within the applicable shift.

1 **14.2.1** The shifts are defined below. When the nurse's hours on a
2 particular shift are evenly split, the nurse will receive the higher
3 differential.

Majority of the nurse's hours are between	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

4

5 **14.2.2 Evening Shift Differential:** Nurses will be paid an evening shift
6 differential of three dollars and (\$3.00).

7

8 **14.2.3 Night Shift Differential:** Nurses will be paid a night shift
9 differential of ten dollars (\$10.00) per hour.

10 **14.2.3.1** Regular RNs with at least five (5) years of consecutive
11 regularly scheduled night shift work (at least fifty percent
12 (50%) of scheduled FTE hours on night shift) will receive a
13 night shift differential of twelve dollars (\$12)

14

15 **14.3 Charge Nurse Differential.** Charge Nurses shall be paid a differential of four
16 dollars (\$4.00) per hour in addition to their applicable hourly rate of pay for all
17 compensated hours.

18

19 **14.4 Relief Charge Nurse Differential.** Relief Charge Nurses shall be paid for
20 hours worked in such position a differential of \$3.00 per hour in addition to
21 their applicable hourly rate of pay exclusively for hours worked as the charge
22 nurse. The Relief Charge Nurse differential shall be paid exclusively for
23 hours worked and shall not be included in any other form of compensation or
24 benefits.

25

26 **14.5 Team Lead Differential.** Nurses assigned by the Medical Center to be Team
27 Leads in the Operating Room shall be paid differential of two dollars and
28 seventy cents (\$2.70) per hour in addition to their applicable hourly rate of
29 pay for all regularly scheduled hours, not to include scheduled standby or
30 call-back hours.

- 1 **14.6 Preceptor Differential.** A nurse assigned as a preceptor will be paid a
2 differential of three dollars (\$3.00) per hour worked as a preceptor. This
3 differential will not be paid for any unworked hours or for any hours when the
4 nurse is not working as a preceptor.
5
- 6 **14.7 Weekend Differential.** A nurse will be paid a weekend differential of two
7 dollars and fifty cents (\$2.50) per hour worked on a weekend shift. No
8 weekend differential will be paid for any unworked hours.
9
- 10 **14.8 Float Differential.** For all nurses employed as designated float pool nurses
11 at the time of ratification of this agreement, the Medical Center will pay a
12 15% differential. That differential will not apply to any nurses hired into the
13 float pool after December 31, 2011, but such nurses are eligible to receive a
14 one-time \$2,000 bonus (less applicable withholdings) if they work in the float
15 pool for two (2) full consecutive years following ratification. The nurse must
16 notify the Medical Center that the nurse has completed the two (2) years of
17 post-ratification float pool work to receive the bonus.
18
- 19 **14.9 Per Diem Nurses.** A per diem nurse will receive a differential of 15% of the
20 nurse's base wage rate per compensated hour.
21
- 22 **14.10 Extra Shift.** A full-time or part-time nurse will be paid an extra shift
23 differential of twenty dollars (\$20.00) per hour for all hours worked per week
24 in excess of the number of the nurse's regularly scheduled hours (including
25 regularly scheduled weekend hours) for the week when such excess hours
26 result from the nurse's working extra shift(s) of at least four (4) hours each in
27 duration, at the request of the Medical Center. For the purposes of the
28 preceding sentence, regularly scheduled hours actually worked, regularly
29 scheduled hours not worked because of the application of MDO, and
30 regularly scheduled hours not worked because the Medical Center has
31 required attendance at a specific education program, will be counted as
32 regularly scheduled hours worked for the week. Hours worked in determining
33 eligibility for this extra shift differential will not include hours worked as a
34 result of trades.

1 **14.10.1** If a full-time or part-time nurse's FTE status is reduced at the
2 nurse's request, the extra shift differential will be payable to the
3 nurse only for extra shifts worked in excess of 36 regularly
4 compensated hours per week for the first 13 full pay periods
5 following the nurse's FTE reduction or change in status. This
6 provision will not apply, however, if a nurse reduces their FTE from
7 1.0 to .9 FTE by accepting a full-time 36-hour per week position.

8
9 **14.10.2** No extra shift differential will be paid for any unworked hours.

10
11 **14.11 Standby.** The following standby compensation policies shall apply:

12 **14.11.1** Scheduled Call Nurses scheduled for call in the OR, PACU, Cath
13 Lab, Diagnostic Imaging, Short Stay, ICVR, Birthplace, and
14 Endoscopy will be paid ten dollars (\$10.00) for each such hour of
15 scheduled call.

16 **14.11.1.1** Per diem nurses in procedural units with scheduled
17 standby shall be included in that unit's call rotation, to
18 include weekends and holidays, but will not be
19 required to work more than 50% of the standby
20 required for a 1.0 FTE on that unit.

21
22 **14.11.2** Nurses in units other than those listed above will be paid five dollars
23 (\$5.00) for each hour of standby assigned by the Medical Center.

24
25 **14.11.3** Time actually worked on call or standby shall be paid for at one and
26 one-half (1-1/2) times the nurse's regular straight-time hourly rate of
27 pay for a minimum of three (3) hours. Such premium pay rate will
28 begin with the time the nurse actually begins work during the
29 standby period. In OR, CVL, DI, Endo, and Birthplace, such
30 premium rate will apply only where (1) the nurse has first clocked
31 out and then received a call from the nurse's manager or designee
32 asking the nurse to return to work or (2) where the nurse continues
33 his or her scheduled shift for sixty (60) minutes or more. If the nurse

1 continues his or her scheduled shift for fifty-nine (59) minutes or
2 less, the nurse will receive one (1) hour of the premium rate.
3

4 **14.11.4** Call back hours worked during evening and night shifts will be paid
5 the appropriate shift differential. Nurses on call-back who complete
6 the standby assignment and are subsequently called back within
7 the original three-hour period will receive only the minimum three
8 (3) hours of call-back pay (not a three-hour minimum for each
9 occurrence within such three-hour period).
10

11 **14.12 Calculation of Overtime.** The differentials in this Article will be included in
12 each nurse's regular rate of pay, as applicable, for purposes of calculating
13 overtime under the Fair Labor Standards Act.
14

15 **14.13 Pyramiding.** There shall be no pyramiding of time-and-one-half and/or
16 greater premiums under this Agreement. In addition, there will no pyramiding
17 of differentials for specific jobs assignments such as Team Lead and Relief
18 Charge differentials.

ARTICLE 15 – HEALTH and WELFARE

1
2 **15.1** Nurses will participate in the Providence Health Insurance program offered to
3 a majority of the Medical Center's non-represented employees, in
4 accordance with its terms. From the Providence Health Insurance program,
5 the nurse has the option select medical coverage and, at the nurse's option,
6 coverage from among the following benefits: (1) dental coverage, (2)
7 supplemental life insurance, (3) voluntary accidental death and
8 dismemberment insurance, (4) dependent life insurance, (5) health care flex
9 savings account (HSA), (6) day care flex savings account (FSA), (7) vision
10 care insurance, and (8) long- term disability insurance.

ARTICLE 16 – RETIREMENT

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

16.2 At the time of ratification, the retirement plans include:

- The Core Plan (as frozen);
- The Service Plan;
- The Value Plan (403(b)); and
- The 457(b) plan Effective January 1, 2022, existing Service and Value plans will transition to a 401(k) plan in accordance with their terms.

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

16.4 The Medical Center may from time to time amend the terms of the plans described in this article; except (1) as limited by 16.3 above and (2) that coverage of nurses under Article 16.2 above shall correspond with the terms of coverage applicable to a majority of Medical Center employees.

ARTICLE 17 – PAID TIME OFF

17.1 Paid Time Off. 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.

17.2 Regular nurses with a full-time equivalent (FTE) status of at least 0.5, will accrue Paid Time Off (PTO) as follows:

Years of Service	Accrual per Hour Worked*	Accrual Per Year **
Less than 3 years	0.0961 hours	200 hours
3 to less than 5 years	0.1078 hours	224 hours
5 to less than 10 years	0.1154 hours	240 hours
10 to less than 15 years	0.1269 hours	264 hours
15 or more years	0.1346 hours	280 hours

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

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

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

1 **A. Accrual:** Regular nurses with an FTE status of 0.9, which includes those
2 with work schedules consisting of three (3) days each week, with each
3 workday consisting of a 12-hour shift, or four (4) days each week, with
4 each workday consisting of a 9-hour shift, will accrue PTO as follows:

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

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

6

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

8

9 Accrual will cease when a nurse has unused PTO accrual equal to one and one-
10 half (1 ½) times the applicable annual accrual set forth above.

11

12 **17.3 Definition of a Paid Hour.** A paid hour under 17.2 above will include only
13 hours directly compensated by the Medical Center, and mandatory days off,
14 and will exclude standby hours, hours compensated through third parties,
15 hours paid in lieu of notice of termination, overtime hours or hours while not
16 classified as a benefit-eligible nurse. A paid hour includes hours taken as
17 PTO and EIT. Notwithstanding the prior provision, a nurse will not accrue
18 PTO on any hours above 2,080 per year.

1 **17.3.1** The Medical Center will permit nurses to accrue PTO on all MDO
2 hours, even if the nurse otherwise works-their FTE in that
3 workweek.

4

5 **17.4 Pay.** PTO pay will be at the nurse's straight-time hourly rate of pay, including
6 regularly scheduled shift differential at the time of use. PTO pay is paid on
7 regular paydays after the PTO is used.

8

9 **17.5 Scheduling.** Except for unexpected illness or emergencies, PTO should be
10 scheduled in advance using the automated timekeeping system (Kronos).
11 Such requests may be submitted up to twelve (12) months in advance of the
12 requested PTO time. If a nurse requests PTO after the unit schedule is
13 posted, the nurse must arrange for their own replacement and obtain the
14 approval of their manager.

15 **17.5.1** Available PTO hours can also be used to supplement short-term
16 disability, Oregon Paid Leave, and paid parental leave benefits to
17 one hundred (100) percent of pay for the life of the claim or until
18 PTO is exhausted.

19

20 **17.5.2** If more nurses within a unit request PTO for the same time period
21 than the Medical Center determines to be consistent with its
22 operating needs per unit specific core staffing guidelines, then
23 PTO requests will be granted in order of date received. In the
24 event that competing requests were submitted on the same date,
25 the nurse with the highest seniority shall have their request
26 granted. If those two registered nurses have the same seniority,
27 the issue will be decided by a flip of a coin. However, requests for
28 time off that include a holiday will be granted on a rotating basis.

- 1 **17.5.3 Duration of Time Off.** The Medical Center may limit PTO to no
2 more than sixteen (16) consecutive days during peak times
3 (defined as PTO including June, July and August; Thanksgiving
4 week; and the two weeks including Christmas and New Year).
5 Requests for longer periods of time off during such peak times may
6 be granted at the discretion of the Medical Center.
7
- 8 **17.5.4 Notification of PTO Request Approval.** The Medical Center shall
9 notify a nurse who submits a request for PTO approval or denial of
10 such request within thirty (30) calendar days of the request, and, in
11 any event, prior to the posting of the schedule in Kronos.
12
- 13 **17.5.5 Changes to Approved PTO.** Once a PTO request has been
14 approved, it can only be changed by mutual agreement between
15 the Medical Center and the nurse. This paragraph will not apply if
16 the nurse changes unit or shift after approval but before the time
17 off period, if, prior to the unit or shift change, other PTO has been
18 approved for the same time period requested off for two (2) or
19 more nurses in the same nurse's unit or shift.
20
- 21 **17.5.6 Denials of PTO.** In the event nurses on a particular unit or units
22 have concerns about a pattern of denial of PTO or a specific
23 situation involving denial of PTO, the concern may be raised first
24 with the manager, and if the concern is not resolved, then with the
25 PNCC and with the Housewide Staffing Committee.
26
- 27 **17.5.7 Calendar of PTO Granted.** Each nursing unit will have a calendar
28 of approved PTO requests.

1 **17.6** Accrued PTO may be used in the pay period following the pay period when
2 accrued.

3 **17.6.1** PTO will be used for any absence of a quarter hour or more,
4 except that the nurse may choose to use or not to use PTO for
5 time off:

- 6 • When a nurse is on a mandatory day off, by making the
7 appropriate entry on the nurse's timecard;
- 8
- 9 • For military leaves of absence under federal leave laws; or
- 10
- 11 • If (1) a nurse works in a unit that is normally scheduled only
12 Monday through Friday; (2) the unit is closed for the holiday;
13 and (3) the nurse is placed on standby by the Medical Center
14 for the holiday.
- 15
- 16 • Taken pursuant to the Oregon Family Leave Act (OFLA)
- 17

18 **17.6.2** PTO may be used in addition to receiving workers' compensation
19 benefits, up to a combined total of PTO, and workers'
20 compensation benefits that does not exceed two-thirds (2/3) of the
21 nurse's straight-time pay for the missed hours.

22

23 **17.6.3** PTO may not be used when the nurse is eligible for Medical Center
24 compensation in connection with paid bereavement leave, jury
25 duty, witness service.

26

27 **17.6.4** If the Medical Center offers a different PTO plan to its non-
28 represented employees, the Medical Center will meet, upon
29 request, with the ONA Executive Committee to discuss the option
30 of adopting the different PTO plan. Unless the parties agree in
31 writing that the represented nurses will participate in such plan, the
32 terms of this Agreement will apply.

17.7 Holidays.

17.7.1 On the observed holidays of New Year's Day, Memorial Day, Martin Luther King Jr. Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the following will apply:

- When a nurse is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the nurse, with the manager's approval, works (or if the nurse requests but is not assigned to work) a substitute day in the same workweek, the nurse is not required to use PTO for the holiday.
- If a nurse works on an observed holiday, the nurse will be paid one and one-half (1½) times the nurse's straight-time rate and will retain accrued PTO hours for use at another time.
- If an observed holiday occurs on a Saturday or Sunday, nurses in units that are regularly scheduled only Monday through Friday will observe the holiday on the Friday or Monday that is closest to the holiday and designated by the Medical Center.
- 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.
- If an observed holiday occurs before completion of a regular nurse's first six (6) months of employment and the nurse does not have sufficient PTO hours accrued, the PTO hours used for the holiday under this section will be charged against the next PTO hours accrued by the nurse.

1 **17.8 Change in Status.** A nurse's unused PTO account will be paid to the nurse
2 in the following circumstances:

3 **17.8.1** Upon termination of employment, if the nurse has been employed
4 for at least six (6) months and, in cases of resignation, if the nurse
5 has also provided two (2) weeks' notice of intended resignation.

6
7 **17.8.2** Upon changing from benefit-eligible to non-eligible status, provided
8 the nurse has been employed for at least six (6) months at the time
9 of the change.

NEW ARTICLE 18 – FLOATING

18.1 The provisions of this Article will apply to all nurses in the Medical Center required to float except those who are hired as float pool.

18.2 Floating. All Nurses may be required to float to another unit from their home unit in the Medical Center with a minimum of one shift of initial orientation prior to floating to another unit. When a nurse floats to a unit for the first time in more than one year, they may request a minimum of one shift of reorientation including the topics in 18.7 of this article. However a nurse will not be required to float to another unit when a qualified share- care, agency, traveler or other non-core staff RN (who has been oriented to float to the other unit) is working on the home unit.

18.3 Competency/Qualification. Registered nurses shall receive patient assignments commensurate with their skills and competencies. A Registered Nurse will not be required to float to a patient assignment that requires specialty competence for which they are not qualified. If a Registered nurse believes they are not competent for a specific assignment, they should identify the reasons why and give them at the time of the request to the appropriate Charge Nurse or appropriate supervisor/manager or designee for the record.

18.4 Floating Provisions. All nurses on a unit may be required to float to another unit in the Medical Center based on the provisions outlined below.

a. Any RN may be floated to the Monitor Technician (MT) Role once they have been oriented and passed competency. Monitor technician orientation and actual float hours will be tracked along with other RN floating assignments.

b. Non-ICU RNs that float to the MT role must have had one shift of MT orientation per year as well as passed on basic ECG rhythm unless they float to the MT role regularly (at least once in the prior 6 months).

- c. The nurse may also be considered as a Helping Hands RN, to assist on multiple units. In this case, the Administrative Supervisor on duty will direct the RN regarding which departments to report to and duties assigned.
- d. A nurse will not be forced to another unit when a share-care, agency, traveler, or other non-core staff RN (who has been oriented to float to the other unit) is working on the home unit.
- e. Floating determination will be made at the bed board meetings where charge nurses and the Administrative Supervisor will collaborate to best determine needs.
- f. When unexpected changes occur, the House Supervisor RN shall collaborate with the sending and receiving Charge RN regarding float status subject to the department restrictions and exceptions specified under Helping Hands RNs (referenced below).
- g. When the House Supervisor RN and Charge RN are unable to reach a consensus on floating determinations, the unit manager(s) and/or administrator on call shall be consulted.
- h. Staffing Request & Documentation Form is used to document staffing process variances and/or errors related to staffing as referenced in Article 6.3.
- i. Nurses from closed units may volunteer to be oriented to other units. Such Nurses will work with their respective managers to arrange for orientation for Full Shift RN or Helping Hands RNs assignment and obtain manager approval.
- j. When patient care needs permit, nurses floated off their home unit may request to float back to their home unit should the need for a nurse arise on that unit during their shift.

k. If a floating nurse is no longer needed, in the sole determination of the Medical Center, the nurse shall return back to their home unit.

18.5 Float Low Census. Prior to any nurse being assigned Low Census, the House Supervisor will evaluate the need to float a nurse. If there is such a need, a nurse will be floated before any nurse is assigned low census. A nurse will not be required to float to another unit in order to MDO another nurse from that same unit.

18.6 Helping Hands RNs. Helping Hands RNs shall be defined as a supplemental RN who is not included in the core staffing, but rather is utilized to provide additional support in the units. A Helping Hands RN must complete the required safety tour “orientation” for that unit. “Helping Hands RNs” guidelines will be developed and approved at the unit level by the unit-based council and reviewed on an annual basis.

18.6.1 Helping Hands RNs will float to a unit to assist other nurses with their patient assignment and must be able to leave the unit immediately if called back to their primary unit.

18.6.2 Helping Hands RNs will not be assigned or responsible for a group of patients. The nurse may be assigned to another RN or as a floor resource. Duties will be directed by the Charge Nurse.

18.7 Orientation. Nurses will receive at a minimum orientation as described below.

1. Introduction to the team
2. Patient care expectations for unit
3. Staff roles/assignments
4. Floor layout
5. Codes for med rooms, drawers, and other environmental accesses
6. Location of equipment
7. Charting system (as needed to support assignment)
8. Admit/discharge process as applicable.
9. Unit Based Competencies/Skills as applicable.

ARTICLE 19 – LEAVES OF ABSENCE

19.1 Requests for Leave. Leaves of absence may be granted at the option of the Medical Center for good cause shown when applied for in writing in advance. Leaves of absence will be granted only in writing. Requests for leaves of absence should be submitted in advance of requested leave date to the greatest extent possible. The Medical Center will respond within two (2) weeks of receipt of request.

19.2 Return from Leave. Nurses who return from leaves of absence shall be restored to their former shift and assignment as required by applicable federal and Oregon law, or when the employee's continued use of accrued paid benefits exceeds the applicable federal and Oregon law. Nurses who return from a leave of absence longer than the prior provision but less than six (6) months will be reinstated to a position on the nurse's former unit and shift, if such position is vacant.

19.3 Family and Medical Leave. Family and medical (including parental and pregnancy) leaves of absence will be administered by the Medical Center consistent with applicable federal and Oregon law. Except where prohibited by applicable law such a leave of absence will be unpaid only after the nurse has exhausted all PTO that they are eligible to take.

19.4 Military Leave. Leaves of absence for service in the armed forces of the United States will be granted in accordance with federal law. A leave of absence granted for active military duty, may be charged as PTO unless requested by the nurse to take as unpaid time.

19.5 Bereavement Leave.

- A.** The Association and the Medical Center agree on the importance of time for grieving when a family member dies. To honor this, a regular full or part-time nurse who has a death in their family will be granted three (3) days off with pay due to the death of a family member, provided that the leave is taken within a reasonable time of the family member's death. For purposes of this section, "family member" shall be defined as parent,

parent-in-law, spouse, child (including a foster child then residing with the nurse or spouse's child), child-in-law, grandparent, grandchild, sibling, sibling-in-law, or other person who is eligible for participation under the nurse's insurance plan.

B. A qualifying nurse may also take bereavement leave pursuant to the Oregon Family Leave Act (OFLA). If such leave also qualifies for bereavement leave under § 19.5.A, those leaves shall run concurrently.

C. Out of respect for the needs of the person and the Medical Center, requested time off shall be identified and scheduled with the manager as soon as arrangements are known. Further, all parties agree that this bereavement leave is intended for family members as defined above. Nurses may request other leave for any other person whose association with the nurse was similar to any of the above relationships, and Medical Center will seek to accommodate such requests.

19.6 Jury Duty Leave. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service, and they will be paid their regular straight-time pay for the scheduled workdays they missed, provided that the nurse has made arrangements with their supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service. A nurse must report for work if their jury service ends on any day in time to permit at least four (4) hours' work in the balance of their normal workday. Nurses who work night shift will not be required to work the night shift immediately prior to jury duty or the night shift which occurs following a jury duty assignment (2300 to 0700)hours.

19.7 Witness Leave. Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Medical Center, involving their duties at the Medical Center, during their normal time off duty will be compensated for the time in court at their straight-time rate of pay, not including shift differential, provided that the

1 subpoenaed nurse notifies the Medical Center immediately upon receipt of
2 the subpoena.
3

4 **19.8 Benefits While on Leave.** A nurse will not lose previously accrued benefits
5 as provided in this Agreement but will not accrue additional benefits during
6 the term of a properly authorized leave of absence.
7

8 **19.9 Continuing Health and Welfare Benefits While on Leave.** Coverage under
9 the plans specified in Article 15.1 above will continue while a nurse is on
10 PTO
11

12 **19.10 Short-Term Disability and Paid Parental Leave.** Beginning sixty (60) days
13 after ratification of this agreement, the Medical Center will provide an
14 enhanced short-term disability benefit, in which benefit-eligible nurses will be
15 eligible for up to eight weeks of leave with 100% pay following the 7-day
16 waiting period (when PTO can be used) and then 66.6% thereafter for a
17 combined total of 26-weeks, including base pay plus all applicable shift
18 differentials and certification pay, at the time of use. The Short-Term
19 Disability/Paid Parental leave benefits provided by the Medical Center are a
20 company provided paid benefits. In no case will the medical Center deduct
21 any amount from nurses' pay to provide Short-Term Disability/Paid Parental
22 Leave benefit.

23 **19.10.1 Oregon Paid Leave:** The Medical Center, in alignment with
24 the Oregon Paid Leave program, will continue the appropriate
25 employee deductions and employer contributions into the
26 program. The State benefits are managed by the State of
27 Oregon. Nurses can apply directly with the State and any
28 eligible payments will be paid directly from the State.

ARTICLE 20 – ASSOCIATION BUSINESS

20.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at reasonable times to enter the facilities operated by the Medical Center for purposes of transacting Association business for this bargaining unit and observing conditions under which nurses are employed. The Association will inform the Human Resources representative in advance when he or she is on the premises. Transaction of any business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees, shall not interfere with the work of any employees or with patient-care needs, and shall be directly related to contract negotiation and administration matters.

20.2 Bulletin Boards. The Medical Center will provide posting space for the Association of approximately 18" x 24" in the staff lounge on each unit which employs bargaining unit nurses and half of the bulletin located near Mary Norbert Hall (and a designated bargaining unit officer will be given a key to the lock), which will be the exclusive places for posting of Association-related notices. Such postings will be limited to (1) notices stating the date, time, and place of Association meetings for bargaining unit members, with a limited description of the topic, and (2) notices that relate to contract administration. A copy of any notice to be posted shall be given to the Medical Center's Human Resources Department.

20.3 Orientation. The Medical Center will provide thirty (30) minutes during the nursing orientation process for a bargaining unit nurse designated by the Association to discuss contract negotiation and administration matters with newly hired nurses. The Medical Center will notify the Association or its designee of the date and time of nursing orientation and will work with the Association to ensure meaningful access to new nurses under any new onboarding process. A newly hired nurse who attends the meeting with the Association will be paid for the thirty (30)-minute period.

1 **20.4 Information Provided to the Association.**

2 **20.4.1** The Medical Center shall furnish to the Association, upon request,
3 all reasonably available factual information to which it is legally
4 entitled and is necessary to its function as exclusive bargaining
5 representative.

6
7 **20.4.2** The Medical Center will provide to the Association (1) on a
8 quarterly basis, a list of nurses in the bargaining unit, including the
9 following information:

- 10 • nurse's name
11 • address
12 • phone number (unless the nurse requests that the Medical
13 Center not provide a phone number)
14 • department
15 • seniority date
16 • FTE status
17 • regular shift
18 • date of termination (if applicable), and beginning date of leave
19 (if applicable).

20
21 The Medical Center shall also provide on a monthly basis, a list
22 of newly hired nurses and nurses whose bargaining unit
23 employment has ended, including the nurse's name, address,
24 department, and date of termination (if applicable). The parties
25 will agree on a specific identifying numbering system for
26 employees to be included with each of the above lists. Such lists
27 shall be provided in electronic format (Microsoft Excel or similar
28 format).

29
30 **20.4.3** At least fifteen (15) days before the first time that the Medical
31 Center provides a list that includes nurses' phone numbers, the
32 Medical Center will inform all nurses that it intends to provide such
33 information and nurses will have the opportunity to indicate any
34 objection to providing his/her own phone number.

- 1 **20.5 Information from the Association.** The Association will provide the Medical
2 Center with a written list of the names of the nurse(s) designated as the
3 Association representative(s) (stewards).
4
- 5 **20.6 Copies of the Agreement.** The Association will provide copies of this
6 Agreement to members of the bargaining unit.

ARTICLE 21 – MANAGEMENT RIGHTS

21.1 The Association recognizes the Medical Center's right to operate and manage the Medical Center and that the Medical Center has the obligation to provide medical and treatment services and related health care within the community.

21.2 Except as particular matters are specifically limited by this Agreement, the Medical Center has the exclusive right to operate and manage the Medical Center, and the Medical Center retains all rights, powers, and authority inherent in the management function, including, but not limited to, the right to extend, limit, consolidate, or discontinue operations and services, and employment pertaining thereto, to determine the methods and means for providing services; to determine the kind and location of facilities; to administer and control the premises, facilities, utilities, equipment, and supplies; to select, hire, classify, train, orient, promote, transfer, assign, direct, reward, demote, layoff, and supervise nurses, to take corrective action; to determine work schedules; to direct employees and determine job assignments; to formulate, modify, and assess qualifications and standards of performance and attendance; to determine staffing requirements; and to utilize suppliers, subcontractors, and independent contractors as it determines appropriate, including the right to use traveling, agency, or temporary personnel. This list is illustrative only and should not be construed to restrict or limit those prerogatives not mentioned which are inherent in the management function.

21.3 The only limits on the Medical Center's right to operate and manage the Medical Center are those specifically expressed in this Agreement. If not expressly and specifically limited by this Agreement, all rights are subject to the Medical Center's exclusive control.

21.4 The Medical Center has the right to establish, change, modify, interpret, or discontinue its policies, procedures, and regulations.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.1 Grievance Definition and Application. A grievance is defined as any dispute by a nurse over the Medical Center’s interpretation and application of the provisions of this Agreement. The Medical Center and the Association have the shared goal that grievances be heard promptly, acted upon in a timely manner, and, when feasible, effectively resolved.

22.1.1 During a nurse’s introductory period, the nurse may present grievances under this Article to the same extent as a post-introductory period nurse, except that discipline and continued employment of an introductory period nurse will be determined exclusively by the Medical Center and will not be subject to this Article.

22.2 Informal Resolution. A nurse who believes that the Medical Center has violated provisions of this Agreement is encouraged to discuss the matter with the nurse’s immediate supervisor before undertaking the following grievance steps.

22.3 Grievance Process. A grievance will be presented exclusively in accordance with the following procedure:

22.3.1 Step 1 – If a nurse has a grievance, he or she may submit it in writing to the nurse’s Nurse Manager, with a copy to the Human Resources department, within fifteen (15) calendar days after the date when the nurse had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance. Fifteen (15) calendar days after the date of notice of any discharge or other discipline which is the subject of the grievance. The written grievance will describe the alleged violation of this Agreement and the date of the alleged violation, identify the Agreement provision alleged to have been violated, and set forth the nurse’s proposed resolution of the grievance. The Nurse Manager will review the grievance and transmit a written reply within fifteen (15) calendar days of receiving the written grievance.

1 **22.3.2 Step 2** – If the grievance is not resolved, the nurse may submit the
2 grievance in writing to the Medical Center's Nurse Executive within
3 fifteen (15) calendar days after the date the nurse received the
4 Medical Centers Step 1 reply. If the has not received a reply from
5 his/her nurse manager, the nurse may contact Human Resources
6 for assistance. The Nurse Executive, or his or her designee, will
7 review the grievance and offer to meet with the grieving nurse and
8 an Association representative. Within fifteen (15) calendar days
9 after a meeting between such Medical Center representative, the
10 grievant, and the grievant's Association representative, the Nurse
11 Executive, or designee, will transmit a written decision to the
12 grievant and the Association.

13
14 **22.3.3 Step 3** – If the grievance is not resolved to the nurse's satisfaction
15 at Step 2, the nurse may present the grievance in writing to the
16 Medical Center's Administrator within fifteen (15) calendar days
17 after receipt of the reply in Step 2. The Administrator will review the
18 grievance and do one of the following:

19 **22.3.3.1** Transmit a written answer within fifteen (15)
20 calendar days of receiving the submission; or

21
22 **22.3.3.2** Meet with the grievant, grievant's representative,
23 and the Nurse Executive to discuss the grievance. If
24 the Medical Center Administrator chooses to
25 convene such a meeting, the Medical Center
26 Administrator shall transmit a written response to
27 the grievant and the Association within fifteen (15)
28 calendar days of the meeting.

29
30 **22.3.4 Step 4** – If the grievance is not resolved to the nurse's satisfaction
31 at Step 3, the Association may submit the grievance to an impartial
32 arbitrator for determination. If it decides to do so, the Association
33 must notify the Administrator in writing of such submission not later
34 than ten (10) days after receipt of the Administrator's Step 3

1 response or, if such response has not been received, within twenty
2 (20) days after proper presentation of the grievance to Step 3.

3
4 If the parties are unable to mutually agree upon an arbitrator at
5 Step 4, the arbitrator shall be chosen from a list of five (5) names
6 from Oregon furnished by the Federal Mediation and Conciliation
7 Service. The parties shall alternately strike one (1) name from the
8 list, with the first strike being determined by a flip of a coin, and the
9 last name remaining shall be the arbitrator for the grievance.

10
11 The arbitrator's decision shall be rendered within thirty (30) days
12 after the grievance has been submitted to the arbitrator, unless the
13 parties by mutual agreement extend such time limit.

14
15 The decision of the arbitrator shall be final and binding on the
16 grievant and the parties, except that the arbitrator shall have no
17 power to add to, subtract from or change any of the provisions of
18 this Agreement or to impose any obligation on the Association or
19 Hospital not expressly agreed to in this Agreement.

20
21 The fee and expenses of the arbitrator shall be shared equally by
22 Association and Hospital, except that each party shall bear the
23 expenses of its own representation and witnesses.

24
25 **22.4 Timelines.** A grievance will be deemed untimely if the time limits set forth
26 above for submission of a grievance to a step are not met, unless the parties
27 agree in writing to extend such time limits. If the Medical Center's response
28 at a step is not timely, the grievant and/or the Association (as stated in the
29 process) may elevate the grievance to the next step and may do so at any
30 point within 45 days of the date that the Medical Center's response was due.
31 Thereafter, if the grievance is not pursued to the next step, the grievance will
32 be resolved on the basis of the most recent response.

1 **22.5 Association Grievance.** Only a nurse who was actually involved in the
2 occurrence may present a grievance, except that a representative of the
3 Association may present a group grievance where the occurrence actually
4 involved at least three (3) nurses, provided that the grievance is signed by
5 one of the affected nurses or an officer of the bargaining unit (“Association
6 Officer.”).

7
8 **22.6 Information.** The Medical Center shall furnish to the Association, upon
9 request, all reasonably available factual information to which it is legally
10 entitled and is necessary to its function as exclusive bargaining
11 representative.

ARTICLE 23 – LABOR MANAGEMENT COUNCIL

23.1 The parties reiterate their mutual commitment to quality patient care. In a joint effort to ensure optimal nursing care and maintain professional standards, a Labor Management Council shall be established to examine nursing practice, staffing and payroll issues, stat of outstanding grievances that are not disciplinary, notices and updates regarding unit restructures, nursing initiatives (which could include Magnet status and pathways) and Medical Center workplace process improvement projects. Agendas will be developed jointly along with an annual calendar scheduling routine outline updates (where possible). Failure of the Labor Management Council to agree on a matter will not be grievable and will not be deemed to be a reopener of the Agreement.

23.2 The Association shall appoint five (5) members to the Council, at least three (3) of whom shall be employed by the Medical Center.

23.3 The Medical Center shall appoint five (5) members to the Council, and two (2) of them shall be the Chief Nursing Officer, and a member of Human Resources, or such other persons as may be designated by either in their place(s).

23.4 The Council shall meet at least quarterly, or as otherwise agreed to by the Medical Center and the Association, to accomplish its assignment.

23.5 The appointed nurse members will be paid for their time in attendance of the Council for the meetings.

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

1 **ARTICLE 24 – NO STRIKE/NO LOCKOUT**

2 **24.1 No Strike or Lockout.** In view of the importance of the operation of the
3 Medical Center's facilities to the community, the Medical Center and the
4 Association agree that during the term of this Agreement, (1) the Medical
5 Center will not engage in any lockout, and (2) neither the Association nor
6 nurses will engage in any strike, walkout, slowdown, other actual or
7 attempted interruptions of work, picketing of the Medical Center for any
8 reason, or interference with the orderly operation of the Medical Center by
9 either the nurses or the Association.

10
11 **24.2 No Sympathy Strike.** The Medical Center and the Association further agree
12 that there shall be no sympathy strikes by nurses or Association during the
13 term of this Agreement. If, however, an individual nurse in good conscience
14 does not want to cross a lawful primary picket line, the nurse may request
15 absent time without pay or benefits. Such request will be considered by the
16 Medical Center, which may grant the request if it determines, in its sole
17 discretion, that patient care will not be adversely affected.

ARTICLE 25 – SEPARABILITY

25.1 The parties believe that this Agreement complies with applicable state and federal laws.

25.2 This Agreement will be subject to all applicable local, state, and federal laws, present and future, including their pertinent rules and regulations. If any provision or provisions of this Agreement be mutually determined by the parties or by a court of competent jurisdiction to be unlawful, such determination will not invalidate the remainder of this Agreement.

25.3 All other provisions of this Agreement will remain in full force and effect for the life of this Agreement.

ARTICLE 26 – SUCCESSORS

1
2 **26.1** In the event that the Medical Center shall, by merger, consolidation, sale of
3 assets, lease, franchise, or any other means, enter into an agreement with
4 another organization which transfers in whole or in part the existing collective
5 bargaining unit, then such successor organization shall be bound by each
6 and every provision of this Agreement. The Medical Center shall have an
7 affirmative duty to call this provision of the Agreement to the attention of any
8 organization with which it seeks to make such an agreement as
9 aforementioned, and if such notice is so given the Medical Center shall have
10 no further obligations hereunder from date of take-over.

1 **ARTICLE 27 – DURATION AND TERMINATION**

2 **27.1 Duration.** This Agreement shall be effective as of the date of ratification,
3 except as specifically provided otherwise, and shall remain in full force and
4 effect through March 31,2027, and annually thereafter unless either party
5 hereto serves notice on the other to amend or terminate the Agreement as
6 provided in this article.

7
8 **27.2 Modification.** If either party hereto desires to modify or amend any of the
9 provisions of, or to terminate, this Agreement, it shall give written notice to
10 the other party not less than ninety (90) days in advance of March 31, 2027,
11 or any March 31 thereafter that this Agreement is in effect.

1 **NEW ARTICLE 28 – WORKPLACE SAFETY AND TECHNOLOGY**

2 **28.1 General.** - The Medical Center recognizes it is subject to national and state
3 laws, and professional and regulatory standards for use of medical and
4 safety equipment. The Medical Center commits to making good faith efforts
5 towards ensuring medical and safety equipment is available according to
6 patient care requirements and caregiver health protections.

7
8 Clinical technology is intended to complement the Registered nurse’s clinical
9 judgment in assessment, evaluation, planning, and implementation of care. It
10 is understood that technology/equipment decisions fall under management
11 rights and responsibilities and are at the discretion of the Medical Center.

12
13 **28.2 Safety Protection and Devices.** - Safety devices and required personal
14 protective equipment shall be provided by the Medical Center for all
15 Registered nurses engaged in work where such items are necessary to meet
16 the requirements of applicable law, regulations, and policies. Registered
17 nurses must use such items in accordance with Medical Center policies.

18
19 **28.3 Mutual Responsibility.** - Registered nurses and leadership personnel
20 recognize they have a mutual responsibility for promoting safety and health
21 regulations and complying with health and safety practices. These shall
22 include but not be limited to the following:

- 23 **a.** Adherence to Medical Center policies and procedures.
24
25 **b.** Proper use of personal protective equipment and safety devices.
26
27 **c.** Use of equipment according to manufacturers’ instructions for use (IFU)
28 or in accordance with state and national guidelines and standards.

29
30 **28.4 Nurse Input into Equipment and Technology.** Registered nurses who
31 have concerns about safety, technology and/or equipment may escalate via
32 their chain of command and/or take those concerns to their Unit Based
33 Practice Council.

- 1 **a.** When feasible, Registered nurses shall be given the opportunity to provide
2 input whenever new technology affecting the delivery of nursing care at the
3 medical center is being considered
4
- 5 **b.** Registered nurses are encouraged to identify deficits, or malfunctions. A
6 Registered nurse who has concerns about staffing shall follow the
7 established staffing complaint process referenced in Article 6.2 of the
8 collective bargaining agreement and/or outdated equipment and bring
9 proposals for new equipment or alterations of current equipment to the leader
10 of the nursing unit.
11
- 12 **c.** Housewide concerns regarding equipment shall be brought to the Labor
13 Management Committee.
14
- 15 **d.** IS Support will be available 24/7. If a nurse is having unresolved IS issues it
16 is the responsibility of the nurse to inform their leader of those issues as soon
17 as possible after the problem occurs. Nothing in this section shall release the
18 employer from the obligation to maintain equipment in good working order.
19

20 **28.5 Workplace Concerns.**

- 21 **a.** A registered nurse who has concerns about staffing shall follow the
22 established staffing complaint process referenced in Article 6.2 of the
23 collective bargaining agreement.
24
- 25 **b.** A registered nurse who has workplace concerns related to their health
26 status which require reasonable accommodation will follow the
27 established disability accommodation process by informing their core
28 leader and leave administrator, and will follow organizational policies and
29 procedures.

1 c. A registered nurse who has concerns about their workplace environment
2 or safety shall follow their chain of command, including charge nurse
3 and/or their core leader, and escalate as needed for review and/or
4 resolution

5
6 d. When such workplace safety or concerning event occurs on a unit, the
7 victim and/or impacted staff may request a documented debrief and/or
8 that the Medical Center alert employees of available resources.

9
10 e. In rare instances, when the charge nurse fails to resolve a concern about
11 a nurse's workplace environment or safety, including the care of a patient
12 with a communicable disease, the registered nurse will escalate the
13 matter to their core leader and/or house supervisor (off hours).
14 Reasonable efforts will be made to reach a resolution, which may include
15 additional resources, support and/or training, safety measures, or another
16 practical solution.

17
18 **28.6 Exposure to Communicable Disease in the Workplace.** - If a registered
19 nurse is exposed to a serious communicable disease due to a work
20 assignment with an infected patient and is determined by Caregiver Health to
21 have had a high-risk exposure to a disease that would require immunization,
22 testing, or treatment, the registered nurse shall be provided immunization
23 against, testing for, and/or treatment for such communicable disease without
24 cost to the registered nurse, in accordance with Medical Center policy.

25
26 **28.7 Personal Safety.**

27 a. The Medical Center is committed to providing regular and ongoing
28 education and training for registered nurses to promote their personal
29 safety in the workplace setting.

1 **b.** The parties recognize the importance of maintaining a safe workplace for
2 patients, visitors, and caregivers. The Medical Center will provide security
3 staff, metal detectors, and wandings, and will provide a quarterly update of
4 resources at the Labor Management Committee. The Chief Nursing
5 Officer or designee of the Medical Center will provide regular updates on
6 the provision and assignment of security officers, the installation of metal
7 detectors, and other methods to help improve security for registered
8 nurses and other caregivers to the Labor Management Committee.

9
10 **c.** In addition to the above commitments, the Medical Center will provide re-
11 orientation for registered nurses on how to report workplace violence in
12 the Medical Center's Event Reporting System (ERS) which is the system
13 of record for such reports. The Medical Center recognizes that the Union
14 may request information about workplace violence incidents regarding the
15 nurses it represents and will respond to such requests for information in
16 the event that they are received.

17
18 **d.** The Medical Center shall maintain a process for emergency lockdowns
19 and train nurses on that process.

20
21 **e.** Threats to patient or staff member safety will be communicated as
22 promptly as possible.

23
24 **f.** The Medical Center will create an escalation pathway for instances of
25 violence and/or threats of violence. The pathway will be in writing,
26 available on each unit, and reviewed annually in the workplace safety
27 committee.

28
29 **g.** Security shall be physically present in the Emergency Department at all
30 hours of operation except under exigent circumstances. Where events
31 necessitate additional security response, the security officer assigned to
32 the metal detectors at the entrance to the Emergency Department will be
33 the last to leave their post.

1 **h.** Signage: Prominent signs shall be posted in the workplace indicating
2 weapons and violence. The Workplace Violence Committee may provide
3 feedback and suggestions to the Medical Center regarding signage.

4
5 **i.** Prevention and Management of Aggressive Behavior: Each registered
6 nurse will receive opportunities to attend a PMAB training annually.

7
8 **j.** The Medical Center will maintain an employee safety committee and a
9 workplace violence prevention committee, The represented nurses of the
10 bargaining unit shall appoint (3) registered nurses from the bargaining
11 unit to each committee. Participation by other nurses is highly
12 encouraged.

13
14 **k.** The Medical Center monitors the incidents of reported
15 behavior/combatative persons (code gray), weapons/hostage situations and
16 active threat on campus (code silver), and the reported occurrences of
17 workplace violence. The data will be shared and reviewed with the Labor
18 Management Committee.

19
20 **28.8** The Medical Center will encourage nurses who are victims of assault in the
21 workplace to report the event and will recognize the potential emotional
22 impact. The Medical Center will follow its established process regarding
23 workplace violence reports.

24 **a.** When a violent event occurs on a unit, the victim and/or impacted staff
25 may request a documented debrief and/or that the employer alert
26 employees of available resources. The intent of the debrief is to create a
27 safe space for staff to discuss the event. The Medical Center will
28 determine if a Root Cause Analysis (RCA) is needed. If there is an RCA,
29 all involved staff will be invited and the outcome to improve best
30 practices disclosed, to involved staff who request such disclosure. The
31 Nurse Leader and appropriate support department will facilitate support
32 and resources for the affected nurse(s).

- b. If a nurse who has been assaulted at work is unable to continue working after reporting the incident, the nurse will be released from duty without loss of pay for the remainder of that shift. If additional time away is needed, the leave administrator or Caregiver Health Department will explore options with the nurse via programs, resources and offerings available.
- c. A nurse who has been physically assaulted by a patient or that patient's family member or visitor shall not be required to assume the assignment of that patient on a future date without the consent of the nurse except in cases of an emergency. It shall be the responsibility of the affected nurse to inform their Charge Nurse or House Supervisor if the nurse is unwilling to care for a patient under the provisions of this section. If any nurse feels their personal safety is at risk with a patient assignment, the nurse will inform their Charge Nurse and/or Core Leader. Consideration of reassignment will be given.
- d. The Hospital will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise their rights under the law.

28.9 Prevention Program. The Medical Center provides an Employee Assistance Program and provides suicide prevention resources to employees,

- a. The Medical Center will educate employees about well-being resources including the EAP and 988 National Suicide and Crisis Lifeline, and a link for these resources will be displayed on the Medford Nursing main home SharePoint.
- b. Additionally, education about well-being resources and processes may be provided annually on Unit Education Days or other designated days and through HealthStream.

MEMORANDA OF UNDERSTANDING

- 1
2 **1.** The Medical Center will send a letter to ONA confirming that for the term of
3 the contract, the Medical Center will not challenge the status of nurses
4 holding positions called Charge Nurses as bargaining unit nurses based on
5 the National Labor Relations Board ruling of Kentucky River.
6
- 7 **2.** The parties acknowledge and agree that the Medical Center will be creating
8 and posting a maximum of five Clinical Coordinator positions that are
9 excluded from the bargaining unit. The Medical Center agrees to the
10 following parameters related to the duties and assignments of such Clinical
11 Coordinators, given the potential impact on members of the bargaining unit:
 - 12 **a.** No bargaining unit nurse will be displaced from her/his shift or unit or
13 from employment with the Medical Center, as a result of the creation
14 of a Clinical Coordinator position on a unit. Notwithstanding the prior
15 sentence, the parties acknowledge that there will be Charge Nurses
16 who no longer serve as a Charge Nurse when there is a Clinical
17 Coordinator on duty.
18
 - 19 **b.** The Clinical Coordinators will be included in the rotation for Mandatory
20 Days Off within the assigned patient care unit.
21
 - 22 **c.** The Medical Center will develop unit-specific guidelines for when it is
23 appropriate for a Clinical Coordinator to assume a patient care
24 assignment, with the general understanding that such assignments
25 will be short in duration (e.g., no more than four hours) and that if such
26 a patient assignment is necessary for a longer period, the Medical
27 Center will reasonably attempt to call in qualified bargaining unit
28 nurses from the patient care unit.

APPENDIX A — WAGES

Contract Step	Current	Wages Effective 3/23/25	Wages Effective First Full Pay Period Following 4/1/2025	Wages Effective First full pay following January 1, 2026	Wages Effective First Full Pay Period Following 4/1/2026
Start	\$39.74	\$49.38	\$51.36	\$51.36	\$53.41
After 6 Months	\$40.64	\$50.32	\$52.33	\$52.33	\$54.42
Step 1	\$41.54	\$51.27	\$53.32	\$53.32	\$55.45
Step 2	\$43.31	\$53.13	\$55.26	\$55.26	\$57.47
Step 3	\$45.04	\$54.94	\$57.14	\$57.14	\$59.43
Step 4	\$46.73	\$56.72	\$58.99	\$58.99	\$61.35
Step 5	\$48.36	\$58.43	\$60.77	\$60.77	\$63.20
Step 6	\$49.09	\$59.46	\$61.84	\$61.84	\$64.31
Step 7	\$49.94	\$60.87	\$63.30	\$63.30	\$65.83
Step 8	\$51.61	\$62.38	\$64.88	\$64.88	\$67.48
Step 9 (NEW)		N/A	N/A	\$65.48	\$68.10
Step 10	\$52.33	\$63.53	\$66.07	\$66.07	\$68.71
Step 11 (NEW)		N/A	N/A	\$66.56	\$69.22
Step 12	\$53.51	\$64.46	\$67.04	\$67.04	\$69.72
Step 13	\$54.12	\$65.00	\$67.60	\$67.60	\$70.30
Step 14 (NEW)		N/A	N/A	\$67.93	\$70.65
Step 15	\$54.72	\$65.63	\$68.26	\$68.26	\$70.99
Step 16 (NEW)		N/A	N/A	\$69.21	\$71.98
Step 17	\$55.96	\$67.46	\$70.16	\$70.16	\$72.97
Step 18 (NEW)		N/A	N/A	\$70.79	\$73.63
Step 19 (NEW)		N/A	N/A	\$71.43	\$74.29
Step 20	\$57.21	\$69.30	\$72.07	\$72.07	\$74.95
Step 21 (NEW)		N/A	N/A	\$72.99	\$75.90
Step 22	\$58.87	\$71.04	\$73.88	\$73.88	\$76.84
Step 23 (NEW)		N/A	N/A	\$74.40	\$77.37
Step 24 (NEW)		N/A	N/A	\$74.90	\$77.90

Contract Step	Current	Wages Effective 3/23/25	Wages Effective First Full Pay Period Following 4/1/2025	Wages Effective First full pay following January 1, 2026	Wages Effective First Full Pay Period Following 4/1/2026
Step 25	\$60.78	\$72.52	\$75.42	\$75.42	\$78.44
Step 26 (NEW)		N/A	N/A	\$76.01	\$79.05
Step 27	\$62.36	\$73.65	\$76.60	\$76.60	\$79.66
Step 28 (NEW)		N/A	N/A	\$76.85	\$79.93
Step 29 (NEW)		N/A	N/A	\$77.11	\$80.20
Step 30 (NEW)		N/A	N/A	\$77.36	\$80.46

- 1 NEW steps are effective first full pay period on or after January 1, 2026.
- 2 In first full pay period after April 1, 2025 – 4% increase.
- 3 In first full pay period after April 1, 2026 – 4% increase.

APPENDIX B — CERTIFICATIONS

Med/Surg, Rehab, Float Pool, Outpatient Infusion		
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BC	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
CRRN	Certified Rehabilitation Registered Nurse	Association of Rehabilitation Nurses
CMSRN	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
CWS	Certified Wound Specialist	American Academy of Wound Management
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
OCN	Oncology Certified Nurse	Oncology Nurse Certification Corporation
ONC	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board
CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
PCCN	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation
Emergency		
CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
CPEN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)
TCRN	Trauma Certified Registered Nurse	Board of Certification for Emergency Nursing
Critical Care		
CCRN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
PCCN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
CWOCN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)

Surgical Services (Ambulatory Surgery Unit, Endoscopy, Post-Anesthesia Care Unit, Surgery)		
CAPA	Certified Ambulatory Peri- Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CPAN	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CNOR	Certified Nurse Operating Room	Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing)
CGRN	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
ONC	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board
HNC	Holistic Nurse Certified	American Nurse Association Accredited Specialty Certification
Heart & Vascular/Diagnostic Imaging		
CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RCIS	Registered Cardiovascular Invasive Specialist	Cardiovascular Credentialing International
CRN	Certified Radiology Nurse	Association of Radiology and Imaging Nurses
ICVR		
CAPA	Certified Ambulatory Peri- Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CPAN	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation

Birthplace		
RNC-OB	Registered Nurse Certified, obstetrics	National Certification Corporation
RNC-EFM	Registered Nurse Certified, External Fetal Monitoring	National Certification Corporation
IBCLC	International Board-Certified Lactation Consultant	Internal Board of Lactation Consultant Examiners.
Universal		
RN-BC	Gerontological Nurse	American Nurses Credential Center
RN-BC	Psychiatric – Mental Health Nursing	American Nurses Credentialing Center
CHPN	Certified Hospice Palliative Care Nurse	The Hospice and Palliative Credentialing Center
RN-BC	Pain Management Nurse	American Nurses Credentialing Center
CMS-RN	Certified Medical-Surgical Registered Nurse.	American Nurses Credentialing Center Academy of Medical Surgical Nurses
PCCN	Progressive Care certification	American Nurses Credentialing Center

 For ONA: 4/6/24	 For PMMC: Kate Kitchell
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1 **LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE**

2 The parties acknowledge and agree that there is a shared interest in engaging
3 employees in their own health and the impact of their health management on the
4 insurance program offered by the Medical Center. Toward that end, the Medical
5 Center agrees that it will include 2 nurses selected by the Association and one
6 representative from the Association to review the medical insurance provided by the
7 Medical Center.

8
9 The purpose of this committee is to review relevant data and provide input and
10 recommendations to the Medical Center as to whether the insurance program is
11 achieving the goal of improved wellness of employees and reduction in associated
12 costs. The work of the Task Force could also include, e.g., an assessment of
13 whether the anticipated cost increases were realized, whether there are plan design
14 elements that might positively affect the cost of the most common diseases or
15 reasons for utilization, etc. The task force will meet no more than twice per year
16 without the mutual agreement of both parties.

17
18 The parties further agree that if Providence creates a regional committee or task
19 force (that is created to include employees at multiple Providence facilities in
20 Oregon), the representatives on the Medical Center's Task Force will be included in
21 that regional Task Force.

22
23 This Task Force will jointly make recommendations for plan design. The Task Force
24 will not, however, have the authority to negotiate or to change the terms of the
25 contract.

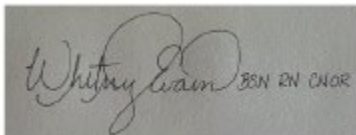
SIGNATURE PAGE

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

Oregon Nurses Association



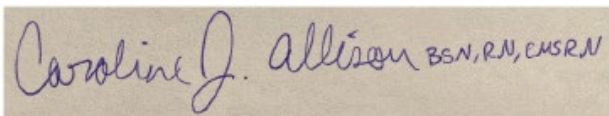
Vicki Knudsen, RN (Med Surg 2E)



Whitney Evans, RN (Surgical Services)



Chrystal Brunston, RN (Endoscopy)



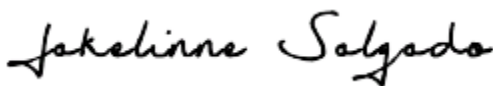
Caroline Allison, RN (Med Surg 2E)



Sarah Mishan, RN (Med Surg 2E)



Bryan Fox Larson, RN (Outpatient Infusion)

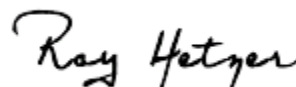


Jaki Salgado, Labor Representative

Providence Medford Hospital



Kate Kitchell, RN
Chief Nursing Officer



Ray Hetzer
Human Resources Business Partner



Bryan Jensen, Director
Surgery & Cardiovascular Services



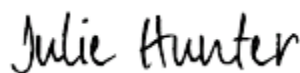
Jeremiah Jackson, RN Manager
CDU, IRF, 3W Acute & Float Pool



Ashley Thomas, RN Manager
2 East Medical Surgery



Leslie Rogers, RN Manager
ICU, Respiratory Therapy, Monitor Tech



Julie Hunter, RN Manager
Birthplace

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CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.
Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement
with PROVIDENCE MEDFORD MEDICAL CENTER February 24, 2025 through
March 31, 2027

Signature: _____

Today's Date: _____

Your Mailing Address: _____

Cell Phone: _____

Work Phone: _____

Email: _____

Unit: _____

Shift: _____