

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**OREGON NURSES ASSOCIATION**

AND

**PROVIDENCE NEWBERG MEDICAL CENTER**

February 24, 2025 — December 31, 2026



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## **AGREEMENT**

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

5

## **PREAMBLE**

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

12

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

15

## **ARTICLE 1 – RECOGNITION**

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

## ARTICLE 2 – DEFINITIONS

### A. Definitions:

1. Nurse. Registered nurse currently licensed to practice professional nursing in Oregon.
2. Staff Nurse. Responsible for the direct or indirect total care of a patient or patients.
3. Nurse Manager. Responsible for administration of an organized nursing unit, including providing patient care.
4. Charge Nurse. A nurse who is awarded a position to assist and coordinate in the continuity of patient care responsibilities and clinical activities of an organized nursing unit, including providing patient care.
5. Relief Charge Nurse. A nurse who is assigned by the Medical Center to assist and coordinate in the continuity of patient care responsibilities and clinical activities of an organized nursing unit, including providing patient care. The Medical Center will identify nurses who are willing to voluntarily assume the role of relief charge nurse on an on-going basis. The parties acknowledge, however, that there may be unusual and infrequent situations when the Medical Center will assign such duties to other nurses.
6. Nursing Unit. A patient care unit as designated by the Medical Center.
7. Regular Nurse. A part-time or full-time nurse.
8. Part-time Nurse. Any nurse who is regularly scheduled to work forty-eight (48) or more hours per pay period, but less than sixty (60) hours per pay period (a 0.6 to 0.74 FTE).
9. Full-time Nurse. Any nurse who is regularly scheduled to work at least sixty (60) hours per pay period (a 0.75 or higher FTE).

- 1           10.   Per Diem Nurse. Any nurse whose job status is “per diem,” which  
2                   means that the nurse is not assigned an FTE, but is assigned by the  
3                   Medical Center to work as needed on an intermittent or unpredictable  
4                   basis, as needed by the Medical Center. To maintain per diem status,  
5                   a nurse per diem must make good faith reasonable efforts to be  
6                   available to work at times needed by the Medical Center, for a  
7                   minimum of the following (if available):
- 8           a)     A per diem nurse must submit availability for at least four (4)  
9                   open shifts during each six (6) week schedule period; The four  
10                  available shifts must include any one of the following: weekend,  
11                  evening, night, holiday, and/or standby or on-call shifts as  
12                  assigned by the Medical Center, if those shifts are regularly  
13                  scheduled in the unit where the nurse is to be assigned; If a  
14                  unit manager/scheduler is unable to identify a list of holes (or  
15                  gaps or open shifts) in the schedule, each per diem nurse will  
16                  still submit at least four shifts for which he/she is available;  
17
- 18          b)     A per diem nurse who does not meet the defined requirements  
19                  or who does not work any shifts for three (3) (six-week)  
20                  schedules (excluding Article 2, 10e) in a rolling year will be  
21                  considered having voluntary resigned.  
22
- 23          c)     At least one (1) of the assigned shifts in a calendar year will be  
24                  on a holiday, and the holiday will be rotated between fall/winter  
25                  and spring/summer holidays, in alternate calendar years  
26                  pursuant to Article 6. In the surgical services department per  
27                  diem nurses will participate in the equitable rotation of holiday  
28                  call;  
29
- 30          d)     The nurse must meet the patient care unit’s education  
31                  requirement for the year; and

1 e) A nurse may completely opt out of one (1) six-week schedule  
2 period each calendar year, provided the nurse notifies the  
3 Medical Center in advance of the preparation of the work  
4 schedule.

5  
6 11. Any nurse on a unit where a Per Diem nurse who averaged twenty-  
7 four (24) or more hours of work per week during the preceding  
8 eighteen (18 )weeks (not including those who may have been  
9 employed to replace a nurse on an approved leave of absence) may  
10 apply in writing for a new full-time or part-time position to be posted,  
11 closest to the Per Diem Nurse's work schedule (including shifts and  
12 units) during the preceding eighteen (18) weeks. If the Medical Center  
13 agrees the new position will be posted within six (6) weeks of the  
14 request and filled in accordance with (Article 21 Seniority) of this  
15 agreement.

16  
17 12. Resource Nurse. An experienced nurse whose focus is to promote  
18 patient safety, respond to patient emergencies (Code  
19 Blue/RRT/MEWS alerts), provide clinical expertise, and support  
20 nurses throughout all departments in the hospital. The Resource RN  
21 may support patients placed in non-traditional spaces, such as ED  
22 and birth center, and performs additional rounding on high acuity  
23 patients house-wide.

## ARTICLE 3 – MEMBERSHIP

### A. ONA Membership.

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

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

3. During departmental nursing orientation of newly hired nurses, the Medical Center will provide up to 30 minutes for a bargaining unit nurse designated by the Association or an Association representative to discuss Association membership and contract administration matters. The Medical Center will notify the Association or its designee of the date and time of this orientation, at least two (2) weeks in advance or as soon as is practicable.

### B. Membership and Financial Obligations.

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

a) become and remain a member in good standing of the Association and pay membership dues;

b) pay the association a representation fee established by the Association in accordance with the law;

1 c) provide written notice by mail, email or facsimile to the  
2 Association of his or her intention not to join the Association  
3 and not pay membership dues or association representation  
4 fees. Such notice must be postmarked within 31 days of  
5 ratification/employment with a copy furnished to the Medical  
6 Center, or in the event of a facsimile transmitted within 31 days  
7 of ratification/employment with a copy furnished to the Medical  
8 Center;

9  
10 d) exercise the nurses' right to object on religious grounds. Any  
11 nurse who is a member of, and adheres to established and  
12 traditional tenets or teachings of a bona fide religion, body, or  
13 sect, that holds conscientious objections to joining or financially  
14 supporting labor organizations, will, in lieu of dues and fees,  
15 pay sums equal to such dues and/or fees to a non-religious  
16 charitable fund. These religious objections and decisions as to  
17 which fund will be used must be documented and declared in  
18 writing to the Association and the Medical Center. Such  
19 payments must be made to the charity within fifteen (15)  
20 calendar days of the time that dues would have been paid.

21  
22 2. Any nurse who does not notify the Association of their intent not to join  
23 the Association as set forth in Section 1(c) above shall be required to  
24 do one of the following within ten (10) calendar days following the  
25 completion of the first thirty-one (31) days of employment:

26 a) join the Association and pay membership dues, pay to the  
27 Association the designated representation fee established by  
28 the Association, or

29  
30 b) make payments to a charity if objecting to membership or  
31 representation fees on religious grounds.

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

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

15  
16          4.     Opting Out of Membership Obligation. Any bargaining unit nurse who  
17          is an Association Member or who is paying a representation fee may  
18          voluntarily withdraw from such membership or payment by giving  
19          written notice by either mail or facsimile to the Association, within a  
20          period of 31 days prior to the expiration date of this Agreement as is  
21          contained in Article 26, Duration and Termination. Such notice must  
22          be postmarked within 31 days of ratification/employment with a copy  
23          furnished to the Medical Center, or in the event of a facsimile  
24          transmitted within 31 days of ratification/employment with a copy  
25          furnished to the Medical Center.

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

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

- C. Dues Deduction. The Medical Center will deduct the amount of Association dues from the wages of all nurses covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Medical Center.
1. The deductions will be made every pay period. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Medical Center to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.
  2. The Association will indemnify and save the Service Medical Center harmless against any and all third party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Medical Center in connection with, this Article.
  3. The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in this Article.

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

- 1     A.     The Medical Center and the Association agree that they will, jointly and  
2           separately, abide by all applicable state and federal laws against  
3           discrimination in employment on account of race, color, religion, national  
4           origin, age, sex/gender, gender identity veteran's status, marital status,  
5           sexual orientation, or disability. Any concerns regarding harassment,  
6           discrimination, or retaliation should be reported as soon as possible, in  
7           accordance with the Medical Center's policy on Harassment, Discrimination  
8           and Retaliation. The Medical Center acknowledges the Oregon Workplace  
9           Fairness Act, effective October 1, 2020, and will maintain an anti-  
10          discrimination and anti-harassment policy that complies with that law.  
11
- 12    B.     There shall be no discrimination by the Medical Center against any nurse on  
13          account of membership in or lawful activity on behalf of the Association,  
14          provided, however, the parties understand that any Association activity must  
15          not interfere with normal Medical Center routine, or the nurse's duties or  
16          those of other Medical Center employees.  
17
- 18    C.     The Hospital and the Association agree that mutual respect between and  
19          among managers, employees, co-workers and supervisors is integral to a  
20          healthy work environment, a culture of safety and to the excellent provision of  
21          patient care. Behaviors that undermine such mutual respect, including  
22          abusive or "bullying" language or behavior, are unacceptable and will not be  
23          tolerated.  
24
- 25    D.     A union representative or other Providence Newberg Medical Center  
26          employee may be present during an investigatory meeting with a represented  
27          nurse whether they filed a complaint, or someone filed a complaint against  
28          them. Human Resources and the ONA representative will have a discussion  
29          prior to the meeting for Human Resources to determine if a conflict of interest  
30          exists, in which case the nurse will be asked to select another representative.  
31          This process shall not create unreasonable delays in the investigation. Such  
32          participation by the union representative or other PNMC employee in the

1 meeting shall be for the sole purposes of observation and support. The  
2 additional participant shall be bound by confidentiality for the purposes of  
3 maintaining the integrity of the investigation.  
4

5 E. If a nurse alleging discrimination/harassment begins litigation or an  
6 administrative proceeding with a government agency (with the exception of  
7 the National Labor Relations Board), such action will constitute a waiver of  
8 any claims under this Agreement regarding the alleged discrimination.

## ARTICLE 5 – PAID TIME OFF

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

B-1. Accrual will cease when a nurse has unused PTO accrual equal to one and one-half times (1 ½) the applicable annual accrual. Regular nurses with a full-time equivalent (FTE) status of at least 0.5, will accrue PTO as follows:

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

\*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.

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

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

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

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

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

B. Definition of a Paid Hour. A paid hour under B above will include only (1) hours directly compensated by the Medical Center and (2) hours not worked on one of a nurse's scheduled working days in accordance with Article 23 of this Agreement; it will exclude overtime hours, unworked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular nurse.

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

D. Scheduling.

1. In requesting PTO, the nurse submits their time off request(s) through Kronos. The nurse will receive an approval or denial of the request via email from Kronos.

- 1           2.     The number of nurses who may be on pre-scheduled PTO at one time  
2                 will be defined at the nursing unit level annually by the nursing unit-  
3                 based practice council with the goal of producing a balanced schedule  
4                 that meets core staffing needs. The final number of nurses who may  
5                 be on pre-scheduled PTO shall be approved by the nursing manager.  
6                 In the event a nursing unit subsequently undergoes a significant  
7                 staffing increase or a decrease, the nursing unit manager may adjust  
8                 the number of nurses who may be on pre-scheduled PTO at one time,  
9                 consistent with the staffing change. The rationale for the amount of  
10                nurses allowed off at a time will be provided.  
11  
12           3.     The nurses on a nursing unit or department may develop an  
13                 alternative method of holiday rotation or PTO scheduling. Any  
14                 alternative method will only be adopted following first manager  
15                 approval and then a majority vote of the staff nurses in the nursing unit  
16                 or department. If manager approval is not granted, a rationale for the  
17                 refusal will be provided.  
18  
19           4.     Each nursing unit will make requests for prescheduled PTO submitted  
20                 during the department's defined period, in accordance with the  
21                 department's internal process for PTO requests. The prescheduled  
22                 PTO submitted during these periods will be public and visible before  
23                 the requests are approved.  
24  
25           5.     If more nurses within a nursing unit request dates for PTO, for a PTO  
26                 Scheduling Period, than the Medical Center determines to be  
27                 consistent with its operating needs, then preference in scheduling  
28                 PTO will be in order of seniority for nurses within the PNMC  
29                 bargaining unit (see Article 21 – Seniority), unless the UBPC  
30                 determines an alternative process per E.3 above. Nurses are  
31                 expected to seek shift swaps, with manager approval, if they need  
32                 time off for major life events, but If a nurse is unable to find a shift  
33                 swap, the nursing unit manager may use their discretion to increase  
34                 the number of nurses allowed off, based on operational needs.

1 Assuming a nurse's FTE is otherwise fulfilled and the nurse has not  
2 called out in the same week, that nurse shall not be made to use their  
3 PTO if they give away a regularly-scheduled shift to another nurse.  
4

- 5 6. "Prime Time 1" is defined as the period from November 20 through  
6 January 5, and the Spring Break week observed by the Newberg  
7 School District (including the weekends before and after). "Prime Time  
8 2" is defined as the Memorial Day weekend through the Labor Day  
9 weekend. All nurses will be limited to a maximum of the equivalent of  
10 two (2) calendar weeks of the nurse's FTE, not necessarily  
11 consecutive days and/or weeks of PTO during each prime-time period.  
12 Once all pre-scheduled PTO requests have been granted, unclaimed  
13 "prime time" shall be posted on the nursing unit.  
14

- 15 7. For requests submitted outside of the PTO Scheduling Period,  
16 preference will be in order of the Medical Center's receipt of the  
17 written requests for nurses within the nursing unit. All requests will be  
18 approved or denied prior to the posting of the schedule for that  
19 scheduling period.  
20

- 21 8. Notwithstanding the prior provisions of subsections 4 and 5 above, the  
22 Medical Center will rotate holiday work equitably based on a  
23 combination of factors such as employee preference, holidays worked  
24 or not worked in over the past two (2) years, and all holidays worked  
25 or not worked in the preceding year. Holidays scheduled but not  
26 worked due to low census shall be counted as worked for the purpose  
27 of holiday rotation. The Medical Center will announce the holiday  
28 rotation before the PTO scheduling period in which the holiday falls,  
29 and nurses who are not scheduled to work on a holiday will be given  
30 preference in PTO scheduling for the weeks immediately preceding  
31 and following the holiday over nurses who are scheduled to work on  
32 the holiday.

- 1           9.     PTO requests that cross over the PTO scheduling periods will be  
2           honored in accordance with subsections 4 and 5 of this section with  
3           the understanding that if the PTO request is approved for the latter  
4           part of the scheduling period, then approval will automatically extend  
5           to the beginning of the next scheduling period.  
6
- 7           10.    Once PTO has been approved, the Medical Center will not require a  
8           nurse to replace himself or herself on the schedule. Once a vacation  
9           PTO request has been approved, it can only be changed by mutual  
10          agreement between the Medical Center and the nurse. Vacation PTO  
11          requests shall not be converted to requests for unpaid time off absent  
12          Medical Center approval, and nurses are expected to have enough  
13          accrued PTO available at the point the PTO is to be used. The  
14          Medical Center may deny a PTO request if a nurse has demonstrated  
15          a pattern of not having enough accrued PTO available to cover the  
16          nurse's request, unless the nurse has accrued less PTO than  
17          expected due to an approved leave of absence, or mandatory low  
18          census.  
19
- 20          11.    Once the PTO has been approved, the PTO schedule will be posted in  
21          a manner that is accessible for nurses to view.  
22
- 23          12.    In the event nurses on a particular nursing unit or nursing units have  
24          concerns about a pattern of denial of PTO or a specific situation  
25          involving denial of PTO, nurses are encouraged to discuss the issue  
26          with the nursing unit manager or director, and if the concern has not  
27          been resolved, representatives of the Association may raise it with the  
28          Nursing Task Force.  
29
- 30          13.    If a PTO request is denied, the rationale for the denial will be available  
31          in Kronos. The scheduler/ nursing unit manager will attempt to contact  
32          the nurse with the rationale. Upon request of the affected nurse, the  
33          scheduler/nursing unit manager will work with the nurse on alternate  
34          dates for approval.

1 E. Use.

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

3  
4 2. Under Article 23 of this agreement, PTO will be used for any absence  
5 of a quarter hour or more, unless the nurse chooses not to use PTO  
6 for this time off.

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

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

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

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

25  
26 (i) PTO may be used in addition to receiving workers'  
27 compensation benefits, up to a combined total of PTO, and  
28 workers' compensation benefits that does not exceed two-  
29 thirds (2/3) of the nurse's straight-time pay for the missed  
30 hours. PTO hours may be used to supplement Oregon Paid  
31 Leave, short-term disability and paid parental leave benefits  
32 to one hundred (100) percent of pay for the life of the claim  
33 or until PTO is exhausted.

3. PTO may not be used when the nurse is eligible for the Medical Center compensation in connection with a family death, jury duty, or witness appearance.

F. Change in Status. A nurse's unused PTO account will be paid to the nurse in the following circumstances:

1. Upon termination of employment, if the nurse has been employed for at least six (6) months and, in cases of resignation, if the nurse has also provided the required notice of intended resignation. Effective with the first pay period in March 2021, PTO will be paid upon termination provided the nurse provides the required notice of intended resignation per Article 11 E, Notice of Resignation.

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

3. Short-Term Disability and Paid Parental Leave. Beginning the first full pay period following ratification, the Medical Center will provide an enhanced short-term disability benefit, in which benefit-eligible nurses will be eligible for up to eight weeks of leave with 100% pay following the 7-day waiting period (when PTO can be used) and then 66.6% thereafter for a combined total of 26-weeks, including base pay plus all applicable shift differentials and certification pay, at the time of use. The Short-Term Disability/Paid Parental leave benefits provided by the Medical Center are a company provided paid benefits.

- a) Oregon Paid Leave: The Medical Center, in alignment with the Oregon Paid Leave program, will continue the appropriate employee deductions and employer contributions into the program. The State benefits are managed by the State of Oregon. Nurses can apply directly with the State and any eligible payments will be paid directly from the State.

## ARTICLE 6 – HOLIDAYS

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

4 1. When a nurse is scheduled to work an observed holiday and requests  
5 time off, PTO will be used for the time off. However, if the nurse, with  
6 the manager's approval, works (or if the nurse requests but is not  
7 assigned to work) a substitute day in the same workweek, the nurse is  
8 not required to use PTO for the holiday.

9  
10 2. If a nurse works on an observed holiday, the nurse will be paid one  
11 and one-half times (1 ½) the nurse's straight-time rate and will retain  
12 accrued PTO hours for use at another time.

13  
14 3. If an observed holiday occurs on a Saturday or Sunday, nurses in  
15 departments that are regularly scheduled only Monday through Friday  
16 will observe the holiday on the Friday or Monday that is closest to the  
17 holiday and designated by the Medical Center.

18  
19 4. Nurses that are unable to work due to a department closure will have  
20 the option to use low census unpaid or low census PTO to fulfill their  
21 FTE.

22  
23 5. A night shift will be deemed to have occurred on an observed holiday  
24 only if a majority of its scheduled hours are within the holiday.

25  
26 6. If an observed holiday occurs before completion of a regular nurse's  
27 first six (6) months of employment and the nurse does not have  
28 sufficient PTO hours accrued, the PTO hours used for the holiday  
29 under this section will be charged against the next PTO hours accrued  
30 by the nurse.

31  
32 7. Holiday scheduling requests shall be granted or denied prior to the  
33 regular scheduling period for "prime time" PTO requests.

## ARTICLE 7 – HOURS OF WORK OVERTIME AND BREAKS

- 1 A. The basic workweek shall be forty (40) hours in a designated seven (7)  
2 consecutive day period commencing at 12:01 a.m. Sunday for day and  
3 evening shift nurses and at 12:01 a.m. Saturday, or the beginning of the night  
4 shift closest thereto, for night shift nurses. When agreed to by the nurse and  
5 the Medical Center, a work period of eighty (80) hours in fourteen (14)  
6 consecutive days may be adopted in conformity with the Fair Labor  
7 Standards Act and equivalent state law.  
8
- 9 B. The basic workday shall be eight (8) hours to be worked within eight and  
10 one-half (8 1/2) consecutive hours in a twenty-four (24) hour period,  
11 commencing at 12:01 a.m. or, for night shift employees, the beginning of the  
12 night shift closest thereto.  
13
- 14 C. Overtime compensation shall be paid at one and one-half (1 ½) times the  
15 nurse's regular straight time hourly rate of pay for all hours worked in excess  
16 of:
- 17 1. Forty (40) hours in each basic workweek, or, effective no later than 60  
18 days after ratification:
- 19 a) Thirty-six (36) hours in each basic workweek for:
- 20 i. a nurse whose schedule consists exclusively of three  
21 (3) days each week, with each workday consisting of  
22 a twelve (12) hour shift, or  
23
- 24 ii. a nurse whose schedule consists of exclusively four  
25 (4) days each week, with each workday consisting of  
26 a nine (9) hour shift, or  
27
- 28 2. A nurse's scheduled regular shift, or  
29
- 30 3. Consistent with the requirements of the Fair Labor Standards Act and  
31 equivalent state law, when a work schedule of eighty (80) hours in  
32 fourteen (14) consecutive days has been adopted.

- 1 D. There shall be no pyramiding of time-and-one-half premiums for overtime,  
2 holidays and Appendix B. Any hour for which such a premium is payable  
3 under a provision of this Agreement will not be counted toward any other  
4 time-and-one-half or higher premium for that or any other hour. In calculating  
5 such premiums, the multiplier used shall be the hourly compensation under  
6 Appendix A applicable to the hours worked for which such premiums are  
7 being paid.  
8
- 9 E. A nurse will be expected to obtain proper advance authorization, except  
10 when not possible, for work in excess of the nurse's basic workday or basic  
11 workweek. Excess work will be by mutual consent, except that a nurse may  
12 be required to remain at work beyond a nurse's scheduled workday, subject  
13 to applicable limitations under state law or administrative rule.  
14
- 15 F. Nurses who are required to change at the Medical Center into Medical  
16 Center required clothing will be permitted five (5) minutes included in the  
17 beginning and end of each scheduled shift to change into and out of such  
18 clothing.

## ARTICLE 8 – HOURS OF WORK AND SCHEDULING

1 A. Work schedules shall be prepared for six (6)-week periods and will be posted  
2 at least two (2) weeks prior to the beginning of the scheduled period. A unit  
3 may opt to post the schedule for the *two* (2) scheduling periods that include  
4 Thanksgiving, Christmas and New Year's Day.

5 1. At the time of initial posting, the Medical Center will schedule nurses  
6 for every other weekend, or every third weekend if staffing levels allow  
7 for it. Weekends will be shared equitably among nurses. When  
8 template or every third (3<sup>rd</sup>) weekend schedule options become  
9 available, department seniority will be the governing factor.

10  
11 B. If nurses are scheduled to report for work and permitted to come to work  
12 without receiving two (2) hours' notice prior to shift start that no work is  
13 available in their regular assignment the Medical Center shall assign the  
14 nurse at least three (3) hours of nursing work which they are qualified to  
15 perform, or pay the nurse in lieu of such hours not assigned by the Medical  
16 Center at the nurse's straight-time rate plus applicable shift, certification and  
17 Charge Nurse differentials. For the remainder of the scheduled shift, the  
18 nurse may be placed on low census with standby pursuant to Appendix B, or  
19 if the Medical Center determines after consultation with the nurse that there  
20 is no work available for which he or she is qualified, then the nurse may elect  
21 to take the hours off with low census PTO or low census unpaid.  
22 The provisions of this section shall not apply if the lack of work is not within  
23 the control of the Medical Center or if the Medical Center makes a  
24 reasonable effort to notify the nurse by telephone not to report for work at  
25 least two (2) hours before the nurse's scheduled time to work. It shall be the  
26 responsibility of the nurse to notify the Medical Center of the nurse's current  
27 address and telephone number. Failure to do so shall preclude the Medical  
28 Center from the notification requirements and the payment of the above  
29 minimum guarantee.

1 C. Nurses will not be regularly scheduled to work different shifts (meaning a  
2 day, evening, or night shift different than the one (1) to which the nurse is  
3 normally scheduled), unless mutually agreed upon, except that for the  
4 purpose of participation in an educational program, any nurse may agree to  
5 be regularly scheduled to work different shifts. Upon completion of the  
6 nurse's agreed-upon participation in such program, the nurse will be  
7 reinstated in the nurse's former regular shift. If more nurses within a unit  
8 request to be so scheduled than the Medical Center determines to be  
9 appropriate for its operations, preference will be given to the earliest of such  
10 requests.

11  
12 D. Variable Shifts. The Medical Center may create and post positions that  
13 require the nurse holding such a position to work variable shifts, meaning a  
14 position with variable shifts or start times within a shift. When the Medical  
15 Center fills such a position, the Medical Center will work with the nurse to  
16 minimize the impact of the variable shifts by communicating and  
17 collaborating with the nurse in the development of the nurse's schedule.  
18 Unless a nurse is hired into a variable shift position, he or she will not be  
19 required to work on variable shifts without the nurse's consent.

20  
21 E. Setting of Schedules. The Medical Center has the right to set schedules on  
22 patient or operational needs. The Medical Center will seek to accommodate,  
23 consistent with operational needs, nurses' desires for regularity in their  
24 scheduling patterns. If the nurses on a unit present a proposal to create a  
25 template or self-schedule, supported by the majority of the nurses on a unit,  
26 management will approve or deny the proposal based upon articulated  
27 patient care or operational needs. To receive support, any schedule must  
28 meet core staffing needs without incurring additional overtime or extra shift  
29 premium. When there are permanent changes to the schedule, the Medical  
30 Center will discuss the proposed change(s) with the affected nurse(s) and  
31 will provide at least thirty (30) days' notice of permanent changes.

32 1. Open templates or patterns will be bid based upon seniority in each  
33 unit.

- 1           2.     In the event of holidays, leaves of absence or other reasonable  
2                     operational needs, temporary changes may be made prior to the  
3                     schedule posting or with agreement with the affected nurse after the  
4                     schedule is posted.  
5
- 6           3.     For the purpose of scheduling, per diems will be assigned or  
7                     scheduled prior to any balancing of schedules.  
8
- 9           4.     All schedules will be reviewed by a bargaining unit nurse. Any  
10                    concerns on the schedule will be sent to the manager in writing. The  
11                    manager will assess the concerns, make changes as needed and  
12                    approve the final schedule.  
13
- 14   F.     Nurses should notify the Medical Center of any unexpected absence from  
15             work as far in advance as possible, but at least two and one-half (2 ½) hours  
16             before the start of the nurse's shift.

## ARTICLE 9 – FLOATING

- 1 A. The provisions of Article 9 apply to all nurses in the Medical Center except  
2 those who are assigned to the float pool.  
3
- 4 B. All nurses in the Medical Center may be required to float to another unit  
5 within the Medical Center as directed by the Medical Center as follows:
- 6 1. As “Helping Hands,” a Constant Observer, or Sitter under the “Helping  
7 Hands” guidelines and policy. The “Helping Hands” guidelines will be  
8 developed at the unit level by the unit-based council, approved by the  
9 unit manager, and reviewed on an annual basis.  
10
- 11 2. Medical Surgical nurses may float to Intensive Care, and vice-versa.
- 12 a) After orientation to the unit, a Medical Surgical nurse required  
13 to float to the Intensive Care department will be assigned to  
14 patients identified as Medical Surgical Overflow or Progressive  
15 Care. A Medical Surgical nurse with the required competencies  
16 may be assigned to care for a Critical Care patient. The  
17 Medical Surgical nurse will also provide nursing support to the  
18 Intensive Care nurses and their assigned patients consistent  
19 with the unit staffing plan.  
20
- 21 b) An Intensive Care nurse with current competencies and unit  
22 orientation to the unit may be required to float to the Medical  
23 Surgical Department and will receive an assignment  
24 commensurate with the nurse’s skills and abilities.  
25
- 26 3. In addition to Section 2(a) and 2(b) above, a cross-trained nurse may  
27 be assigned to float, on a shift-by-shift basis, to any patient  
28 assignment to which the nurse is cross-trained and who holds current  
29 (within the previous twelve (12) months) competencies.
- 30 a) Any nurse who cross trains may be given a minimum of four (4)  
31 hours training prior to accepting a patient care assignment.

- 1                   b)     Each department will have a list of nurses who are cross  
2                   trained to their department with the proper orientation complete.  
3
- 4     4.   Birth Center nurses will not be required to float outside of the Birth Center,  
5         except as required under Section B1 above.  
6
- 7     5.   Nurses scheduled as an extra or incentive shift can take voluntary low  
8         census in lieu of floating to another unit prior to taking the floating  
9         assignment. Nurses not working an extra or incentive shift will not float in  
10        place of a nurse who is on an extra or incentive who declines to float.  
11
- 12   C.   A nurse who volunteers or is required to float will be oriented to the unit,  
13         including the unit layout, codes and passwords, location of supplies, patient  
14         care expectations, and admission, transfer, and discharge processes.  
15
- 16   D.   Prior to any nurse being assigned Low Census, the House Supervisor will  
17         evaluate the need to float a nurse. If there is such a need, a nurse will be  
18         floated before any nurse is assigned low census. A nurse will not be required  
19         to float out of the nurse's home unit when a share-care, agency or traveler is  
20         working on that unit. A nurse will not be required to float to a unit where  
21         another nurse has been sent home (voluntary or mandatory) due to low  
22         census unless the nurse is unable or unwilling to be called back to work.  
23
- 24       D.1.   Nurses shall receive patient assignments commensurate with their  
25               skills and competencies. A nurse will not be required to float to a  
26               patient assignment that requires specialty competence which they do  
27               not have. If a nurse determines that they are not qualified for a  
28               specific assignment, they should identify the reasons why and give  
29               them at the time of the request to the appropriate charge nurse or  
30               supervisor/manager or designee to determine options available.

- 1 E. The Medical Center will make reasonable efforts to evenly distribute floating  
2 among all nurses. The Medical Center will also make reasonable efforts to  
3 not float a nurse on a twelve (12)-hour shift to more than one (1) unit per shift  
4 except in cases where it provides continuity in patient care.  
5
- 6 F. Except for a cross-trained nurse with a specific patient assignment, and  
7 subject to immediate patient care needs, nurses floated off his or her home  
8 unit will be floated back to their home unit should the need for a nurse arise  
9 on that unit during their shift.

## ARTICLE 10 – STAFFING

1 A. The parties acknowledge that Oregon HB 2697 has amended Oregon’s Hospital  
2 Nurse Staffing Law to establish a minimum staffing level for Registered nurses in  
3 most areas of the Medical Center, as well as mandated that nurses are provided  
4 their meal and rest breaks. The Medical Center will comply with the  
5 requirements of the Hospital Nurse Staffing Law, including as amended by HB  
6 2697 as it goes into effect. Changes to a unit’s statutory ratio may be made with  
7 the majority vote of the Nurse Staffing Committee in compliance with Oregon’s  
8 Hospital Staffing Law.

9  
10 B. Nurse Staffing Plans and Dispute Resolution. The Hospital-Wide Nurse Staffing  
11 Plan as referenced in the Hospital Staffing Law is the accumulated unit-level  
12 nurse staffing plans of all nursing units at the Medical Center.

13 1. Unit-level staffing plans will be developed at the unit level through nurse and  
14 unit-level management partnership, in a manner consistent with the staffing  
15 law as a shared responsibility of registered nurses and nursing leaders.  
16 Nurses with concerns regarding staffing are encouraged to raise those  
17 concerns using their chain of command without fear of retaliation, and to  
18 work with the Nurse Staffing Committee representative from their unit to  
19 identify solutions when necessary. Nurse Staffing Plans developed and  
20 approved at the unit level will be submitted to the Nurse Staffing Committee  
21 for review and appropriate action (which may include a vote) in accordance  
22 with the Oregon Hospital Staffing Law.

23  
24 2. The parties recognize that the Medical Center has an obligation to comply  
25 with the Oregon Hospital Staffing Law which includes specific requirements  
26 about nurse-to-patient ratios in certain units. Nurse Staffing Plans shall be  
27 consistent with nationally recognized, evidence-based standards and  
28 guidelines established by professional nursing specialty organizations, if  
29 they exist, are consistent, and applicable to the unit in question. However,  
30 the Medical Center recognizes that patient acuity and patient care intensity  
31 can impact balanced unit patient assignments. In nursing departments not

utilizing Nationally recognized standards, the Medical Center will support Unit-Based Councils/Committees in partnership with Nursing Leadership, utilizing an approved evidence-based patient acuity and intensity tool, for the purpose of creating balanced patient assignments. If a unit uses such a tool, it will be included in the unit Operating Guidelines and Patient Care Considerations developed by the Unit-Based Council.

3. The Medical Center will follow the unit Operating Guidelines and Patient Care Considerations when creating patient assignments. In the event of a dispute, final decisions regarding patient assignments will be made by the Medical Center, in accordance with applicable law, including the Oregon Hospital Staffing Law.

4. Charge Nurses may:

- a. For units of ten (10) beds or fewer, it is the intent of the Medical Center that, whenever possible, charge nurses take patient assignments only for the purpose of covering staff who are on meal or rest breaks, and;
- b. Take patient assignments only for the purpose of covering staff who are on meal breaks or rest breaks, in units with eleven (11) or more beds with the approval of the hospital nurse staffing committee.

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

1       6. Nurse Staffing Plan Deviation.

- 2           a) If a Nurse recognizes a potential staffing deviation, they will  
3               immediately escalate to their charge nurse, house supervisor, or  
4               designee to start the resolution process. If unresolved, the Registered  
5               Nurse may utilize complaint procedures under the Oregon Nurse  
6               Staffing Law. No nurse shall be disciplined or face reprisal for good  
7               faith reporting of a nurse staffing plan deviation.

8  
9       C. Facilitating Appropriate Staffing - The Medical Center and the Association are  
10       committed to appropriate nurse staffing on each unit to meet patient care  
11       requirements and promote a healthy work environment. To that end, the Medical  
12       Center and the Association agree to the below practices:

- 13       1. Upon notice of upcoming nurse vacancies, the Medical Center shall post the  
14       vacant position within two (2) weeks of receiving the notification, unless  
15       determining factors require additional consideration and time to determine  
16       need for posting. Such factors may include: schedule balancing; skill mix;  
17       reconfiguration of vacant FTE(s) to full-time; part-time or per diem status;  
18       and patient volume and acuity, or if the notice of vacancy is rescinded.  
19  
20       2. Upon notice of a leave of absence, the Medical Center will demonstrate its  
21       commitment to adequate staffing by posting any resulting shift vacancies  
22       necessary to maintain core staffing prior to each scheduling posting or  
23       during the current schedule period.  
24  
25       3. Nurses with concerns regarding staffing are encouraged to raise those  
26       concerns using their chain of command without fear of retaliation, and to  
27       work with the Nurse Staffing Committee members to identify solutions when  
28       necessary.

1 D. Nurse Staffing Committee. The Medical Center will maintain the composition,  
2 structure, duties, and role of the Nurse Staffing Committee in accordance with  
3 the Oregon Hospital Staffing Law. The parties recognize the patient care  
4 benefits of direct caregiver input and shared decision-making regarding criteria  
5 that impact the quality of care, which may include unit staffing, competency, or  
6 acuity standards. To that end, the parties agree to the following criteria for  
7 shared governance in each unit throughout the medical center:

8 1. Direct care registered nurse representatives will be selected by the direct  
9 care nurses, through a process determined by the Association's bargaining  
10 unit.

11  
12 2. The direct care members of the Nurse Staffing Committee will be paid for  
13 the time spent during meetings. Alternates will be paid for attendance at  
14 meetings if the alternate attends in the place of the primary nurse  
15 representative who is unable to attend or where the Medical Center  
16 requested the alternate attend in addition to the primary nurse  
17 representative.

18  
19 3. The Medical Center will release direct care members, consistent with  
20 operation and patient needs, of the Nurse Staffing Committee from  
21 scheduled shifts to attend committee meetings.

22  
23 4. All communications to the Oregon Health Authority from the Medical Center  
24 regarding Nurse Staffing Committee work shall include both of the cochairs.  
25

26 E. Breaks and Rest Periods. The Medical Center commits to providing meal/rest  
27 breaks in alignment with HB 2697. It is the Nurse's responsibility to take them  
28 when offered.

29 1. Fifteen (15) minute paid rest periods and thirty (30) minute unpaid meal  
30 periods shall be taken during the shift timeframes in accordance with BOLI  
31 requirements. The preferred approach is to relieve nurses for two (2) fifteen  
32 (15)-minute rest periods and one (1) thirty (30)-minute meal period within an  
33 eight (8)-hour shift. Upon mutual agreement of the nurse and the nurse's  
34 supervisor/designee, such rest periods may be combined with meal periods

1 and shall, to the greatest extent possible, be near the middle of such work  
2 duration.

3  
4 2. Unit-Based Councils will, in partnership with Nursing Leadership, define the  
5 role and responsibilities of nurses who are assigned to cover meals and/or  
6 breaks. Those roles and responsibilities will be included in the unit's  
7 Operating Guidelines and Patient Care Considerations.

8 a) Fifteen (15) minute paid rest periods and thirty (30) minute unpaid  
9 meal periods shall be taken during the shift timeframes in accordance  
10 with BOLI requirements or as developed and agreed upon through  
11 nurse and management partnership at the unit level.

12  
13 b) A nurse providing rest and meal coverage must have the necessary  
14 competencies to provide care during the rest or meal period and is  
15 responsible for assuming care for a nurse's patient assignment so that  
16 nurse can take uninterrupted rest periods and meal periods.

17  
18 c) A Registered Nurse providing rest and meal coverage shall not have a  
19 dedicated patient assignment that exceeds the patient ratio within the  
20 nurse staffing plan.

21  
22 d) Unit leadership or designee determines which nurses will fill the rest  
23 and meal coverage role for the shift.

24  
25 e) Rest and meal periods will be documented appropriately, which  
26 currently includes unit-level break sheet forms and attesting to taking  
27 and/or missing rest and meal periods when clocking out. The Medical  
28 Center reserves the right to change the process for rest and meal  
29 period documentation.

30  
31 f) Registered Nurses are encouraged to take rest and meal periods in  
32 designated non-work areas in order to be fully relieved of their duties  
33 and rejuvenate.

1 g) Consistent with Oregon law, the Medical Center shall provide any  
2 nurse who is breastfeeding a reasonable rest period to express milk  
3 each time the nurse has a need to express milk.  
4

5 3. If a nurse is not able to take a thirty (30)-minute uninterrupted meal period,  
6 the nurse will be paid for such thirty (30) minutes. The nurse must  
7 proactively inform his or her supervisor or charge nurse if the nurse  
8 anticipates he or she will be or actually is unable to take such thirty (30)-  
9 minute uninterrupted meal period. The charge nurse or supervisor will work  
10 with the nurse to explore solutions in order for the nurse to receive their  
11 meal period.  
12

13 4. Starting June 1, 2025, in the event a Registered Nurse accurately reports a  
14 missed rest or meal period using the Medical Center's designated process  
15 for reporting, in addition to their earned wages they will be eligible to  
16 receive, upon request, a single payment equivalent to an additional hour  
17 (1.0) of pay at their base rate for a missed meal period and an hour (1.0) of  
18 pay at their base rate for each missed rest break in the next payroll period.  
19 In the case of an interrupted combined rest and meal period, the Registered  
20 Nurse will receive an additional one hour (1.0) of pay at their base rate for  
21 the interrupted combined rest and meal period (for a total of two (2.0)  
22 hours). This penalty payment will not be counted as an hour worked for any  
23 reason (e.g., seniority, PTO accrual, overtime, etc.). Nurses who decline to  
24 take a break when offered are not eligible for this payment. This is the sole  
25 remedy for missed rest and meal breaks.

## ARTICLE 11 – EMPLOYMENT STATUS

- 1 A. Corrective Action. The Medical Center shall have the right to give corrective  
2 action to nurses for just cause. Corrective action may include verbal warning,  
3 written warning, suspension without pay, or discharge. These forms of  
4 corrective action will generally be used progressively, but the Medical Center  
5 may bypass one (1) or more of these disciplinary steps depending on the  
6 nature and severity of the incident, and the time period between corrective  
7 actions, using the principles of just cause.  
8
- 9 B. Reports to the State Board of Nursing. Under normal circumstances, the  
10 Medical Center will make every effort to inform a nurse in person or by phone  
11 if the Medical Center is making an official report of the nurse to the Board of  
12 Nursing. Failure to inform a nurse of a report to the State Board will not and  
13 cannot affect any action that might be taken by the Medical Center and/or the  
14 Board.  
15
- 16 C. Hire, Promotion & Transfer. The Medical Center shall have the right to hire,  
17 promote and transfer nurses, except as expressly limited by the Agreement.  
18
- 19 D. Introductory Period. A nurse employed by the Medical Center shall be  
20 considered in an introductory period during the first one hundred eighty (180)  
21 calendar days of employment. The introductory period may be extended by  
22 the Medical Center with written notice to the nurse and ONA. In the event  
23 that the introductory period has been interrupted by a leave of absence, the  
24 introductory period may be extended for a period not to exceed the length of  
25 the interruption. If a nurse is not succeeding after their orientation is complete  
26 but prior to the end of the introductory period, the Medical Center will assist  
27 the nurse in identifying open positions at PNMC for which they are qualified  
28 and eligible to apply.  
29
- 30 E. Notice of Resignation. Nurses shall give the Medical Center not less than two  
31 (2) weeks' notice of intended resignation.

- 1 F. Disputes Regarding Corrective Action. A nurse who feels he or she has been  
2 given corrective action or discharged without just cause may present a  
3 grievance for consideration under Article 18, Grievance Procedure, except as  
4 limited in Section A therein. A nurse will also be permitted to submit to his or  
5 her personnel file a written rebuttal or explanation, which will be included with  
6 any documentation of corrective action or discharge.  
7
- 8 G. Review of Performance Following Corrective Action. Upon request from a  
9 nurse who has received corrective action, the Medical Center will review the  
10 nurse's performance and provide a written summary addressing the nurse's  
11 efforts at resolving the issues that led to the corrective action. In responding  
12 to such requests, the time between the original corrective action and the  
13 nurse's request for a follow up review may be taken into account and  
14 reflected in the summary. The statement will be given to the nurse and  
15 placed in the nurse's personnel file.  
16
- 17 H. After two (2) years, if no further disciplinary action for the same infraction is  
18 applied, the employee may submit a written request seeking that written  
19 disciplinary notices be removed from their file. For discipline based on  
20 documented instances of violations of reasonable standards of nursing care  
21 any removal of material from the personnel file shall be at the sole discretion  
22 of the Chief Nursing Officer and Human Resources Representative Director,  
23 which shall not be unreasonably withheld  
24
- 25 I. Individual Work Plans. Work plans are not corrective actions. The goal of a  
26 work plan is to provide a tool to enable a nurse to develop skills and/or  
27 improve performance. Work plans will outline job requirements, performance  
28 expectations, and objectives. The Medical Center will seek input from the  
29 nurse in the development of a plan, but the parties acknowledge that the  
30 Medical Center has the right to determine when to implement a plan and to  
31 decide on the terms set forth in the development of the work plan. If a plan is  
32 in place and there is a significant change in circumstances (e.g., significant  
33 change in workload or assignment), the nurse may request an adjustment to  
34 the plan to address the changed circumstances.

- 1 J. Personnel File. A nurse may review the contents of his/her personnel file  
2 upon request, in accordance with Oregon law. A nurse will also be permitted  
3 to submit to his/her personnel file a written rebuttal or explanation, which will  
4 be included with any documentation of corrective action or discharge.  
5
- 6 K. Exit Interview. The Medical Center shall offer an exit interview to any nurse  
7 who voluntarily resigns.  
8
- 9 L. Absence Without Notice. A nurse who is absent from work for three (3)  
10 consecutive working days without notice to the Medical Center is subject to  
11 corrective action or discharge.  
12
- 13 M. Investigatory/Corrective Action Meetings. It is the Medical Center's intent to  
14 conduct corrective action discussions and have discussions regarding a  
15 specific nurse's performance in private. A nurse has the right to request a  
16 representative of the Association to be present for an interview by the  
17 Medical Center as part of an investigation that might lead to corrective action.

## **ARTICLE 12 – RESTROOMS AND LOCKERS**

1 Restrooms and lockers shall be provided by the Medical Center. The Medical  
2 Center will make good faith reasonable efforts to provide a room for nurses to rest  
3 during breaks, which is reasonably accessible to the nurses on the unit. If a nurse or  
4 the Association has concerns about the provision of a room for breaks, prior to filing  
5 a grievance alleging that such a good faith reasonable effort is lacking, the nurse or  
6 the Association should raise the issue at the Task Force where the parties will  
7 discuss potential for resolution of the concerns.

8  
9 The Medical Center shall provide, at the request of an individual nurse, and in  
10 accordance with ORS 653.077, a place other than a public restroom or toilet stall, in  
11 close proximity to the nurse's work area, where the nurse may express breast milk  
12 concealed from view and without intrusion by other employees or the public.

## ARTICLE 13 – LEAVES OF ABSENCE

1 A. Leaves Without Pay (Non-Medical). Leaves of absence without pay may be  
2 granted to regular nurses, who have been continuously employed for at least  
3 six (6) months, at the option of the Medical Center for good cause shown  
4 when applied for in writing in advance, except that no leaves of absence for  
5 extended professional study purposes will be granted between June 1 and  
6 September 1 each year unless it is an approved Providence Bachelors of  
7 Science of Nursing Program with a leave requirement. Leaves of absence  
8 will be granted only in writing. However, a nurse will be deemed to be on a  
9 leave of absence from the beginning of any approved period of unpaid  
10 absence, other than layoff, regardless of the completion of paperwork under  
11 this section.

12  
13 B. Medical Leaves.

14 1. Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA).  
15 Parental, family medical, and workers' compensation leaves of  
16 absence will be granted in accordance with applicable law. The  
17 Medical Center will permit a nurse who is approved for leave  
18 FMLA/OFLA leave to use accrued EIT for him/herself and/or qualifying  
19 family members, as outlined in the provisions of leave laws, Medical  
20 Center policy, and this section.

21  
22 B-2. Medical Leave of Absence. Regardless of eligibility for leave under FMLA or  
23 OFLA, nurses who have completed the first six (6) months of employment  
24 are eligible for up to six (6) months of leave to care for their own serious  
25 health condition (including maternity). Such leave will not be taken on an  
26 intermittent basis. Time taken under FMLA or OFLA will count toward the six-  
27 month maximum. Benefits will continue as required under FMLA, or as long  
28 as the nurse is using PTO or EIT. Nurses are not guaranteed reinstatement  
29 while on non-FMLA or non-OFLA medical leave to the same position except  
30 (a) as required by law or (b) as stated in Section H ("Return from Leave")  
31 below.

- 1 C. Military Leave. Leaves of absence for service in the Armed Forces of the  
2 United States will be granted in accordance with federal law. A leave of  
3 absence granted for annual military training duty, not to exceed two (2)  
4 weeks, shall not be charged as PTO time unless requested by the nurse.  
5
- 6 D. Benefits While on Leave. A nurse will not lose previously accrued benefits as  
7 provided in this Agreement but will not accrue additional benefits during the  
8 term of a properly authorized leave of absence. A nurse's anniversary date  
9 for purposes of wage increases and PTO accrual rates shall not be changed  
10 because of being on a leave for thirty (30) days or less.  
11
- 12 E. Bereavement Leave. A regular nurse who has a death in the nurse's family  
13 will be granted time off with pay as follows: up to three (3) days will be paid  
14 when the days that the nurse needs to be absent fall on the nurse's regular  
15 workdays to attend a funeral or memorial service of a member of the nurse's  
16 immediate family (provided that the leave is taken within a reasonable time of  
17 the family member's death). A member of the nurse's immediate family for  
18 this purpose is defined as the parent, grandparent, mother-in-law, father-in-  
19 law, spouse, child (including foster child), grandchild, sister, or brother of the  
20 nurse; parent, child, or sibling of the nurse's spouse; spouse of the nurse's  
21 child; the parent of the nurse's minor child; or other person whose  
22 association with the nurse was, at the time of death, equivalent to any of  
23 these relationships.  
24
- 25 F. Jury Duty. A nurse who is required to perform jury duty may request to be  
26 rescheduled to a comparable schedule on day shift during the Monday  
27 through Friday period and be permitted the necessary time off from such new  
28 schedule to perform such service, for a period not to exceed two (2) calendar  
29 weeks per year. A nurse who is required to perform jury duty will be paid the  
30 difference between the nurse's regular straight-time pay including regularly  
31 scheduled shift, certification, and Charge Nurse differentials provided under  
32 Appendix A, for the scheduled workdays he or she missed and the jury pay  
33 received, provided that he or she has made arrangements with the nurse's  
34 manager in advance. The nurse must furnish a signed statement from a

1 responsible officer of the court as proof of jury service and jury duty pay  
2 received.

3  
4 G. Appearance as a Witness. Nurses who are subpoenaed to appear as a  
5 witness in a court case, in which neither nurses nor the Association is making  
6 a claim against the Medical Center, involving their duties at the Medical  
7 Center, during their normal time of duty will be compensated for the time  
8 spent in connection with such an appearance as follows: they will be paid  
9 their straight-time rate of pay, including regularly scheduled shift, certification,  
10 and Charge Nurse differentials provided under Appendix A, provided that the  
11 subpoenaed nurse notifies the Medical Center immediately upon receipt of  
12 the subpoena. Such pay will not be deemed to be for hours worked. They will  
13 also be given, if they so request, equivalent time off from work in their  
14 scheduled shift immediately before or their scheduled shift immediately after  
15 such an appearance, provided that the subpoenaed nurse makes the request  
16 immediately upon receipt of the subpoena.

17  
18 H. Return from Leave.

- 19 1. A nurse who continues to be absent following the expiration of a  
20 written leave of absence, or emergency extension thereof granted by  
21 the Medical Center, is subject to corrective action or discharge.  
22  
23 2. A nurse who returns from a leave pursuant to FMLA, OFLA, Workers'  
24 Compensation or as an accommodation for a qualifying disability will  
25 be restored to his or her former shift and assignment. A nurse who  
26 returns from any other leave of absence exceeding three (3) months  
27 but less than six (6) months will be restored to a position on his or her  
28 former unit. (Leaves of absence for educational purposes are also  
29 referred to in the Professional Development article of this Agreement.)

## ARTICLE 14 – HEALTH AND WELFARE

- 1     A.     Laboratory examinations, when indicated because of exposure to  
2           communicable diseases at work, shall be provided by the Medical Center  
3           without cost to the nurse. A nurse, upon request, will be furnished a copy of  
4           all results of the aforementioned tests.  
5
- 6     B.     The Medical Center will provide Group Life Insurance on the same terms as  
7           provided to a majority of the Medical Center's other employees.  
8
- 9     C.     Each benefits-eligible nurse will participate in the Providence Health and  
10          Insurance benefit program offered to a majority of the Medical Center's other  
11          employees, in accordance with its terms. The Medical Center agrees to offer  
12          health and welfare programs, including dental coverage, supplemental life  
13          insurance, voluntary accidental death and dismemberment insurance,  
14          dependent life insurance, health care Flexible Spending Account (FSA), day  
15          care Flexible Spending Account (FSA), long term disability coverage, and  
16          voluntary short-term disability, and vision coverage. The Medical Center will  
17          offer all such benefits directly or through insurance carriers selected by the  
18          Plan Administrator. Nurses shall participate in the same plans and on the  
19          same basis as the Medical Center's non-bargaining unit employees, with the  
20          same plan design, co-pays, co-insurance, employee contributions, in  
21          accordance with the Plan. Beginning 2025, medical plan premiums shall not  
22          increase by more than nine percent (9%) on a blended average basis,  
23          meaning for some categories the increases may be greater than nine percent  
24          (9%) and others less than nine percent (9%).  
25
- 26    D.     The nurse will pay, by payroll deduction (across twenty six (26) pay periods  
27          beginning 2022) unless some other payment procedure is agreed to by the  
28          nurse and the Medical Center, the cost of the total benefits selected which  
29          exceeds the portion paid by the Medical Center under the preceding section.

## ARTICLE 15 – PENSIONS

- 1     A.     Nurses will participate in the Medical Center’s retirement plans in accordance  
2             with their terms.  
3
- 4     B.     At the time of ratification, the retirement plans include:  
5             1.       the Core Plan (as frozen);  
6  
7             2.       the Service Plan;  
8  
9             3.       the Value Plan (403(b)); and  
10  
11            4.       the 457(b) plan.  
12
- 13    C.     The Medical Center shall not reduce the benefits provided in such plans  
14             unless required by the terms of a state or federal statute during the term of  
15             this Agreement.  
16
- 17    D.     The Medical Center may from time to time amend the terms of the plans  
18             described in this article; except (1) as limited by Section C above and (2) that  
19             coverage of nurses under Section B above shall correspond with the terms of  
20             coverage applicable to a majority of Medical Center employees.

## ARTICLE 16 – ASSOCIATION BUSINESS

- 1 A. Duly authorized representatives of the Association shall be permitted at all  
2 reasonable times to enter the facilities operated by the Medical Center for  
3 purposes of transacting Association business and observing conditions under  
4 which nurses are employed; provided, however, that the Association's  
5 representative shall comply with the Medical Center's security and  
6 identification procedures. Transaction of any business shall be conducted in  
7 an appropriate location and shall not interfere with the work of the  
8 employees.  
9
- 10 B. The Medical Center will provide the Association with designated bulletin  
11 board space of approximately two (2) feet by three (3) feet in the Emergency,  
12 Surgical Services, Medical/Surgical, ICU and Birth Center department  
13 breakrooms, which will be the exclusive places for the posting of Association-  
14 related notices. Such postings shall be limited to notices that relate to  
15 contract negotiation and administration matters.  
16
- 17 C. The Hospital shall furnish electronically in an Excel spreadsheet to the  
18 Association for nurses covered by this Agreement, on a monthly basis a list  
19 of the:
- 20 • Full names
  - 21 • Former name, if any
  - 22 • Home address
  - 23 • Supplemental Address, if any
  - 24 • Phone number
  - 25 • Full-time Equivalency (FTE) or status of employment
  - 26 • Unique employee identifier
  - 27 • RN license number
  - 28 • Unit
  - 29 • Shift
  - 30 • Title or position
  - 31 • Date of hire
  - 32 • Seniority date

- 1 D. The Hospital will also supply a monthly list showing the names of each nurse  
2 whose employment has been terminated, and who has been hired, during  
3 the preceding month. The Hospital will provide the Association with  
4 reasonable updates of this information as requested during contract  
5 negotiations.  
6
- 7 E. Nurses who serve as delegates, cabinet members, or board members, of the  
8 Association or its parent (ANA) will be granted time off to attend to official  
9 union business, as outlined below.
- 10 1. Nurses must submit such a request for time off as soon as possible  
11 but no later than the schedule cutoff date.  
12
- 13 2. Nurses who submit requests pursuant to this Section D will be  
14 permitted to either;  
15 a) Use accrued but unused PTO in the nurse's account; or  
16  
17 b) If the nurse has fewer than forty (40) hours of PTO in the  
18 nurse's PTO bank, take the day as an unpaid day off. The  
19 Medical Center will determine whether such requests, pursuant  
20 to this section D may be granted, consistent with patient care  
21 needs, and, if such requests cannot be granted, the Medical  
22 Center will meet with the Association to determine which of the  
23 nurses' requests will be granted.  
24
- 25 F. The Association will supply the Medical Center with a list of designated Unit  
26 Representatives from among the various units of the Medical Center.  
27
- 28 G. The Medical Center will post a seniority list, sorted by unit, on the Medical  
29 Center's nursing intranet site. The seniority list will include the name of each  
30 nurse and the nurse's date of hire and/or adjusted seniority date.

## ARTICLE 17 – NO STRIKE

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

## ARTICLE 18 – GRIEVANCE PROCEDURE

1 A. A grievance is defined as any dispute by a nurse over the Medical Center's  
2 interpretation and application of the provisions of this Agreement. During a  
3 nurse's probationary period, he or she may present grievances under this  
4 Article to the same extent as any other nurse, except that a probationary  
5 nurse may not file a grievance under Article 11, Employment Status for  
6 discipline or discharge.

7  
8 A nurse who believes that the Medical Center has violated provisions of this  
9 Agreement is encouraged and expected to discuss the matter with the  
10 nurse's manager before undertaking the following grievance steps. A  
11 grievance shall be presented exclusively in accordance with the following  
12 procedure:

13  
14 Step 1. After consulting with a representative or officer of the Association, the  
15 nurse or the Association shall present the grievance in writing (containing, to  
16 the best of the nurse's understanding, the facts and Agreement provisions  
17 involved) to the nurse's manager within fourteen (14) days after the date  
18 when he or she had knowledge or, in the normal course of events, should  
19 have had knowledge of the occurrence involved in the grievance (ten (10)  
20 days after the date of notice of any discharge or other discipline which is the  
21 subject of the grievance). The grievance shall set forth the facts of the  
22 dispute including: the date of the alleged violation, the names of the nurse(s)  
23 affected, the specific provisions of the agreement in dispute, and the relief  
24 requested.

25  
26 The manager's reply is due within fourteen (14) days of such presentation.  
27 The Association may choose to present a group grievance at Step 1 if the  
28 affected nurses have the same manager. Otherwise, the grievance will be  
29 presented at Step 2. If a meeting is held at Step 1, the nurse may bring his or  
30 her Association representative.

31  
32 Step 2. If the grievance is not resolved to the nurse's satisfaction (or to the  
33 satisfaction of the Association officer presenting a group grievance) at Step

1, the nurse's representative may present the grievance in writing to the Chief Nursing Officer/Chief Operating Officer responsible for the nurse's department, or designee, within fourteen (14) days after the date when he or she had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten (10) days after the date of notice of any discharge or other discipline which is the subject of the grievance), whether or not he or she has received the manager's reply by that time. If the grievance has been presented to Step 2 in accordance with this Article, the written response is due within fourteen (14) days of such presentation.

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

It is the intent of the parties that meeting(s) will be held at Steps 2 and/or 3 among the grievant and representatives of the Association and the Medical Center, if requested by grievant, the Association or the Medical Center. At such meeting(s), the grievance will be discussed in good faith. If meeting(s) are not held because of the unavailability of the grievant or persons from either the Medical Center or the Association, the grievance will continue to be processed as set forth above.

1        Step 4. If the grievance is not resolved to the nurse's satisfaction (or to the  
2        satisfaction of the Association officer presenting a group grievance) at Step  
3        3, the Association may submit the grievance to an impartial arbitrator for  
4        determination. If it decides to do so, the Association must notify the Chief  
5        Executive Officer in writing of such submission not later than fourteen (14)  
6        days after receipt of the Chief Executive Officer's Step 3 response or, if such  
7        response has not been received, within fourteen (14) days after proper  
8        presentation of the grievance to Step 3.

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

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

20  
21           c)     The decision of the arbitrator shall be final and binding on the  
22           grievant and the parties, except that the arbitrator shall have no  
23           power to add to, subtract from or change any of the provisions  
24           of this Agreement or to impose any obligation on the  
25           Association or the Medical Center not expressly agreed to in  
26           this Agreement.

27  
28           d)     The fee and expenses of the arbitrator shall be shared equally  
29           by the Association and the Medical Center, except that each  
30           party shall bear the expenses of its own representation and  
31           witnesses.

- 1                   e)     A grievance will be deemed untimely if the time limits set forth  
2                         above for presentation of a grievance to a step are not met,  
3                         unless the parties agree in writing to extend such time limits.  
4  
5                   f)     As used in this Article, “day” means calendar day.

## ARTICLE 19 – PROFESSIONAL DEVELOPMENT

- 1     A.     The Medical Center shall provide counseling and evaluations of the work  
2           performance of each nurse covered by this Agreement not less than once  
3           per year.  
4
- 5     B.     The Medical Center agrees to maintain a continuing in-service education  
6           program for all nurses covered by this Agreement. In the event a nurse is  
7           required by the Medical Center to attend in-service education functions  
8           outside the nurse's normal shift, he or she will be compensated for the time  
9           spent at such functions at the nurse's established day straight-time hourly  
10          rate including regularly scheduled shift, certification, and Charge Nurse  
11          differentials provided under Appendix A. The term "in-service education" shall  
12          include individual training in the nurse's specialty area as requested by the  
13          Medical Center as well as other educational training. If the Medical Center  
14          specifically instructs a nurse, in writing, to purchase instructional materials or  
15          equipment for mandatory in-service education, the Medical Center will  
16          reimburse the nurse for the reasonable cost of such materials. Before  
17          incurring any such expense, the nurse must seek the written approval of  
18          his/her manager.  
19
- 20    C.     The philosophy of the Medical Center's orientation program shall be to  
21           provide the newly graduated registered nurse employee with a supervised  
22           first hospital work experience. In accordance with this policy, the Medical  
23           Center agrees to maintain an orientation program to help newly graduated  
24           registered nurses achieve clinical nursing experience. The Medical Center  
25           further agrees to discuss in advance any changes in Medical Center  
26           orientation program with the ONA-PNMC task force.  
27
- 28    D.     The Medical Center endorses the concept of professional improvement  
29           through continuing professional education. The Medical Center, at its  
30           discretion, may grant unpaid educational leaves of absence. Paid  
31           educational leaves of absence will be granted consistent with prudent  
32           Medical Center management. The Medical Center will attempt to offer

1 educational leave opportunities to as broad a spectrum of its nurses as  
2 practicable under existing circumstances.

3  
4 E. Nurses shall make reasonable efforts to complete mandatory education  
5 (such as HealthStream) and the annual nursing evaluation during regularly  
6 scheduled shifts. A nurse who is finding it difficult to find adequate  
7 uninterrupted time away from patient care duties to complete mandatory  
8 education or the nursing evaluation may bring this difficulty to the attention of  
9 his or her manager. The nurse and the manager will then work together to  
10 schedule a reasonable amount of paid time away from patient care,  
11 consistent with patient care needs, for the nurse to complete the education or  
12 evaluation. If after discussing the issues with the manager the nurse  
13 continues to find it difficult to find adequate uninterrupted time away from  
14 patient care duties to complete mandatory education or the nursing  
15 evaluation, the nurse may escalate the concern through the chain of  
16 command to ensure resolution, which may include uninterrupted time.

17  
18 F. During each calendar year, the Medical Center will provide paid non-  
19 mandatory educational leave as follows:

- 20 1. Sixteen (16) hours of paid educational leave for use by each full-time  
21 nurse, and each part-time nurse, who worked at least eight hundred  
22 (800) hours in the preceding calendar year, to attend educational  
23 programs on or off the Medical Center premises which are related to  
24 clinical nursing matters where attendance would be of benefit to both  
25 the Medical Center and the nurse.
- 26  
27 2. Each Per Diem nurse who worked at least eight hundred (800) hours  
28 in the preceding calendar year may apply for a maximum of eight (8)  
29 hours of educational leave under this paragraph. The Medical Center  
30 will provide a quarterly report to Professional Nursing Care Committee  
31 or equivalent committee showing the number of educational leave  
32 hours used by registered nurses.

- 1           3.     For any education time, the nurse will apply in advance to the  
2                 appropriate nursing manager or designee for approval prior to the  
3                 requested time. Approval of such requests will not be unreasonably  
4                 withheld.  
5
- 6           4.     At the time the leave is approved, the nurse and the manager will  
7                 agree on a format and/or process for the purpose of sharing the  
8                 contents of the educational program, upon return from the leave.  
9
- 10          5.     The Medical Center may grant more extended educational leave in  
11                 cases it deems appropriate.  
12
- 13          6.     A nurse may access educational leave in the calendar year of his/her  
14                 first anniversary date, but only after the anniversary date. Each  
15                 subsequent calendar year's educational leave shall be available for  
16                 use during such calendar year.  
17
- 18          7.     Educational leaves are subject to prior approval by the Medical  
19                 Center. Requests for educational leave and the Medical Center's  
20                 response will be in writing. If a request for educational leave is not  
21                 approved, the nurse may ask the Interdisciplinary Practice Council  
22                 (IPC) to review the request. The IPC will review the request and  
23                 forward its recommendation and explanation to the nurse manager in  
24                 charge of the nurse's unit. The nurse manager's decision will be final  
25                 and binding on all concerned.  
26
- 27          8.     Educational leave not used by nurses in the applicable year shall be  
28                 waived, except that if the reason for not using the educational leave in  
29                 the year is that it was not approved by the Medical Center, after  
30                 having been requested no later than one (1) month before the end of  
31                 such year, the waiver shall not become effective until three (3) months  
32                 following the end of such year.

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

## **ARTICLE 20 – INTERDISCIPLINARY PRACTICE COUNCIL**

- 1   A.    Bargaining unit nurses will participate on the Interdisciplinary Practice
- 2        Council (IPC) in accordance with its bylaws.
- 3
- 4   B.    Each Committee member shall be paid at the nurse’s straight-time hourly
- 5        rate of pay, including regularly scheduled shift, certification, and Charge
- 6        Nurse differentials provided under Appendix A, for the purpose of attending
- 7        such Committee meetings.

## ARTICLE 21 – SENIORITY

1 A. Continuous Employment shall mean the performance of all scheduled hours  
2 of work including time off because of vacation, paid sick leave, and  
3 authorized leaves of absence, which has not been interrupted by the  
4 occurrence of the following:

5 1. Voluntary Termination;  
6

7 2. Discharged for just cause;  
8

9 3. Layoff for lack of work which has continued for twelve (12)  
10 consecutive months;  
11

12 4. Is absent from work without good cause for three (3) consecutive  
13 working days without notice to the Medical Center; or  
14

15 5. Failure to report for work promptly without good cause after an  
16 accident or illness when released to return to work by physician or  
17 other health care practitioner.  
18

19 B. “Seniority” shall mean the length of continuous employment as a nurse in the  
20 bargaining unit by the Medical Center. Seniority shall terminate upon the  
21 termination of employment, except for a nurse who resigns or is laid off from  
22 his or her position in the bargaining unit and is rehired within twelve (12)  
23 months.

24 1. Job Posting. When the Medical Center intends to fill a general duty  
25 staff or Charge Nurse position vacancy, it will post the position  
26 vacancy as available only to nurses within the nursing unit for no less  
27 than seven calendar (7) days and shall not fill the position during that  
28 time vacancy, except temporarily, for seven (7) days beginning with  
29 the date when first posted. Staff Nurse Vacancies will be awarded in  
30 the following order:

31 a) to the most senior Qualified Regular nurse applicant on the  
32 unit;

- 1                   b)     to the most senior qualified Per Diem nurse applicant on the  
2                             unit;  
3  
4                   c)     to the most qualified applicant among all nurses employed at  
5                             the Medical Center (including nurses in the float pool) and/or  
6                             externally, regardless of seniority.  
7  
8                   d)     The information provided with such posting will include the unit,  
9                             FTE, and shift(s). A nurse who desires to fill such vacancy shall  
10                            submit an application and, if the nurse applies during such  
11                            seven (7) day period, shall be eligible.  
12  
13           2.     The Medical Center will make a good faith effort to include at least one  
14                   (1) department nurse in the interview process for bargaining unit  
15                   positions to provide feedback on qualified candidates, provided such  
16                   participation does not result in overtime or other premium pay. The  
17                   ultimate decision-making authority resides with the manager.  
18  
19           3.     The Medical Center prefers to meet its needs for RNs with employed  
20                   bargaining unit nurses. The Medical Center will make a good faith  
21                   effort to first meet its needs with bargaining unit nurses before relying  
22                   on agency or traveler nurses. The parties recognize, however, that  
23                   there are circumstances where the Medical Center's needs for  
24                   registered nurses must be supplemented with agency or traveler  
25                   nurses, including but not limited to leaves of absences, seasonal  
26                   fluctuations, unusually high census, or orientation  
27  
28   C.     Seniority Consideration.  
29           1.     For Charge Nurse vacancies, the Medical Center shall consider  
30                   factors including whether the nurse meets both required and preferred  
31                   qualifications as set forth on the job description, history of job  
32                   performance, and the nurse's performance in the select interview  
33                   process. In the event that two or more candidates' qualifications are  
34                   substantially equal, the position will be awarded on the basis of

1 seniority. The Medical Center shall make the choice, according to the  
2 above-stated standards, objectively applied, with input from a unit-  
3 based committee that will include bargaining unit nurses. The  
4 candidates interviewed shall be given the opportunity to supply the  
5 committee with a brief written resume, summarizing the candidate's  
6 past experience, length of experience, reason for application and  
7 qualifications.

8  
9 2. For all other vacancies, qualified senior nurses will be given  
10 preference within their areas of experience and qualifications.

11  
12 3. To exercise seniority in any position, the senior nurse must agree to  
13 work the number of days or weeks of the vacant position.

14  
15 4. To exercise seniority in any position, the senior nurse must have  
16 completed his or her introductory period and not have received  
17 corrective action in the preceding six (6) months.

18  
19 D. Nurses moving to an FTE position from per diem status will be prohibited  
20 from bidding on another position within six (6) months unless there are no  
21 other part time or full time internal applicants who have been at the Medical  
22 Center for more than six (6) months.

23  
24 E. Upon request from a nurse and if business needs allow, a Nurse manager  
25 may increase or decrease the FTE status of the nurse, as long as the hours  
26 are posted internally and are offered to the most qualified senior nurse in the  
27 department and on the shift.

## ARTICLE 22 – REDUCTION IN FORCE

- 1     A.     A reduction in force is defined as the involuntary elimination of a regular  
2           nurse’s position or an involuntary reduction of a regular nurse’s scheduled  
3           hours or shifts.  
4
- 5     B.     For purposes of this article, “qualified” means that the nurse is able to be  
6           precepted on site at the Medical Center within six weeks of assuming the  
7           new role or position.  
8
- 9     C.     If the Medical Center determines that a reduction in force as defined in  
10          Section A of this article is necessary, a minimum of forty-five (45) days’  
11          notice will be given to the Association detailing purpose and scope of the  
12          reduction and the likely impacted nursing unit or units, shifts, and positions.  
13          The Medical Center will provide the Association with a list of open RN  
14          positions at the Medical Center and, at the request of the Association, at any  
15          other Providence facilities within Oregon. An “open position” is any position  
16          for which the facility is still accepting applications.  
17
- 18    D.     Upon notice to the Association, representatives of the Medical Center and  
19          the Association will meet to discuss the scope of the reduction and the likely  
20          impacted unit or units, shifts, and positions as well as options for voluntary  
21          lay-offs, reduction of the scheduling of Per Diem nurses, conversion from  
22          regular nurse status to a Per Diem nurse and FTE reductions (full-time  
23          nurses going to part-time status). The Medical Center will consider the  
24          options suggested by the Association but will not be required to implement  
25          the suggested options.  
26
- 27    E.     If after meeting with the Association, the Medical Center determines that a  
28          reduction in force is still needed the nurse or nurses on the unit or units to be  
29          impacted will be given a minimum of thirty (30) days’ notice. If there are any  
30          posted RN positions within the Medical Center at the time of a reduction in  
31          force, the Medical Center will wait to fill such positions with an external  
32          applicant until it has become clear which nurses will be impacted by the  
33          reduction in force (either laid off or displaced into another position), and

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

9  
10 F. Upon notification to the impacted nurse or nurses on the unit or units the  
11 Medical Center will displace the nurses in the following manner. Where more  
12 than one nurse is to be impacted in a unit or units, the impacted nurses will  
13 progress through each step of the process as a group so that the nurse or  
14 nurses with the most seniority will have the first (1<sup>st</sup>) choice of displacement  
15 options and progress in a manner so that the nurse or nurses with the least  
16 seniority will have the least options.

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

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

1 the right to file any grievance relating to the nurse's selection for  
2 layoff). Any nurse who chooses severance (including a nurse who  
3 chooses severance and then refuses to sign the severance  
4 agreement) forfeits any further rights under this Article. Severance is  
5 not available to nurses who become displaced due to the application  
6 of the "bumping rights" described below.

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

14  
15 4. The displaced nurse or nurses will take the position of the least senior  
16 regular nurse in any patient care unit to which the displaced nurse or  
17 nurses are cross-trained, provided he or she is qualified to perform the  
18 work of that position (the nurse or nurses whose position is thus taken  
19 will become the displaced nurse or nurses for the purposes of the  
20 following subsections); or

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

32  
33 6. The displaced nurse will be laid off.

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

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

## ARTICLE 23 – LOW CENSUS

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

4 1. Agency, Traveler, or ShareCare nurses.

5  
6 2. Nurses whose work would be payable at overtime or incentive shift  
7 premium.

8  
9 3. \*\*Nurses who volunteer, with the earliest request for time off given  
10 preference.

11  
12 4. Per diem nurses.

13  
14 5. Remaining nurses in accordance with the unit's Low Census rotation  
15 system. The system of Low Census rotation shall be written and  
16 communicated by the manager, in consultation with the nurses on the  
17 unit. Nurses on a unit may change the system of rotation by majority  
18 vote, provided that the system is approved by the unit manager and is  
19 in writing.

20  
21 \*\*Nurses who volunteer may be considered prior to the low census of  
22 a Traveler who has already been low censused once per pay period.

23  
24 B. Nurse's Status While on Low Census. A nurse may be placed by the Medical  
25 Center in one of the following four (4) categories only once per shift:

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

- 1           2.     Full Standby Shift. The nurse will be placed on standby for the full  
2                     shift, and if called into work, the standby provisions of this contract will  
3                     apply.  
4
- 5           3.     Partial Day Low Census. If a nurse is assigned to partial day Low  
6                     Census (with standby or without standby) and is scheduled to report to  
7                     work for any portion of a twelve (12)-hour shift, the nurse will be paid  
8                     the nurse's regular hourly rate for hours worked during such period. If  
9                     a nurse on standby is called into work, the standby provisions of this  
10                    contract will apply.  
11
- 12          4.     In lieu of standby, with the approval of the manager, a nurse may have  
13                     the option to take required Health Steam courses, attend cross  
14                     training orientation, participate in committee work, or any other unit  
15                     tasks as approved by the manager.  
16
- 17          5.     Nurses who are on standby and are subsequently called in are  
18                     expected to arrive within thirty (30) minutes of the call, plus travel time.  
19                     Nurses in positions that are expected to be at work within thirty (30)  
20                     minutes (based on job description/department) will be expected to  
21                     adhere to that requirement. A sleep room will be provided/ available  
22                     on a first come, first served basis.  
23
- 24          6.     No regular or part-time nurse will be asked to take mandatory low  
25                     census beyond a cap of one hundred seventy-six hours (176 hours) in  
26                     a calendar year or the number of hours per pay period not to exceed  
27                     one basic workday. It is the responsibility of the nurse to inform the  
28                     nurse's manager that the cap on low census has been reached. The  
29                     Medical Center will maintain a mechanism for tracking mandatory low  
30                     census hours that will be accessible by the nurse. The parties agree to  
31                     revisit the annual cap in Task Force.

- 1 C. Selection From Among Volunteers for Low Census. If two (2) or more nurses  
2 volunteer for Low Census at the same time, the Low Census shall be given  
3 to the more senior nurse, though requests for voluntary Low Census that are  
4 given in advance of the start of the shift shall be granted on a “first come, first  
5 serve” basis. Notwithstanding this provision, nurses on a unit will be  
6 permitted to develop a unit-specific process for selecting among volunteers  
7 for Low Census that may differ from this provision and shall be considered to  
8 replace this provision for the nurses on that unit. Any such unit-specific plan  
9 will be in writing and must be approved by the unit manager.  
10
- 11 D. Order of Call-In from Low Census. If additional hours of work become  
12 available on the unit and shift after low census is assigned, nurses from the  
13 unit and shift on low census with standby will be called in first in the reverse  
14 order called off, unless already working on another unit.

## **ARTICLE 24 – SEPARABILITY**

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

## ARTICLE 25 – MANAGEMENT RIGHTS

1 The Association will recognize that the Medical Center has the obligation of serving  
2 the public with the highest quality of medical care, efficiently and economically, and  
3 of meeting medical emergencies. The Association agrees to cooperate with the  
4 Medical Center to attain and maintain full efficiency and maximum patient care. The  
5 Association further recognizes the right of the Medical Center to operate and  
6 manage hospital operations including, but not limited to, the right to require  
7 standards of performance and to maintain order and efficiency; to direct employees  
8 and to determine job descriptions, job assignments and working schedules; to  
9 determine the materials and equipment to be used; to implement improved  
10 operational methods and procedures; to determine staffing requirements: to  
11 determine the kind and location of facilities; to determine whether the whole or any  
12 part of the operation will continue to operate: to select and hire employees: to  
13 promote and transfer employees on a just and equitable basis; to evaluate,  
14 discipline, suspend, demote or discharge employees for cause: to lay off  
15 employees; to recall employees: to require reasonable overtime work of employees;  
16 to subcontract out work and to extend, limit or curtail its operations and to  
17 promulgate rules, regulations and personnel policies, provided that such right will  
18 not be exercised so as to violate any of the specific provisions of this Agreement.  
19 The parties recognize that the above statement of management responsibilities is  
20 for illustrative purposes only and should not be construed as restrictive or  
21 interpreted so as to exclude those prerogatives not mentioned which are inherent to  
22 the management functions.

## ARTICLE 26 – DURATION AND TERMINATION

- 1     A.     This Agreement shall be effective on its date of ratification, except as  
2           expressly provided otherwise in the Agreement, and shall remain in full force  
3           and effect through December 31, 2026, and annually thereafter unless either  
4           party hereto serves notice on the other to amend or terminate the Agreement  
5           as provided in this Article.  
6
- 7     B.     If either party hereto desires to modify or amend any of the provisions of this  
8           Agreement, it shall give written notice to the other party not less than ninety  
9           (90) days in advance of December 31, 2026, or any December 30th  
10          thereafter that this Agreement is in effect.  
11
- 12    C.     If either party hereto desires to terminate this Agreement, it shall give written  
13          notice to the other party not less than ninety (90) days in advance of  
14          December 31, 2026, or any December 30th thereafter that this Agreement is  
15          in effect.  
16
- 17    D.     This Agreement may be opened by mutual agreement of the parties at any  
18          time.

## **ARTICLE 27 – APPENDICES**

- 1 Appendices A, B, and C are intended to be part of this Agreement and by this
- 2 reference are made a part hereof.

## ARTICLE 28 – TASK FORCE

- 1     A.     The Medical Center and the Association agree to create a task force for the  
2           purpose of facilitating communication and fostering a model of cooperative  
3           problem solving of workplace concerns, arising during the term of the current  
4           agreement. In a joint effort to ensure optimal nursing care and maintain  
5           professional standards, a task force shall be established to examine nursing  
6           practice, staffing and payroll issues, status of outstanding grievances that are  
7           not disciplinary, notices and updates regarding unit restructures, key nursing  
8           initiatives (which could include Magnet or Pathways status, Releasing Time  
9           to Care, Medicare Hospital Value Based Purchasing) and Medical Center  
10          workplace process improvement projects. The task force will designate co-  
11          chairs to prepare an agenda prior to each meeting. The parties will strive to  
12          formulate the agenda one week prior to the meeting. If subsequent issues  
13          arise, the affected party will inform the other as soon as possible. Minutes for  
14          each meeting will be prepared and furnished to members of the task force  
15          prior to the next meeting. Each co-chair will alternate months to chair the  
16          meeting. Agendas will be developed jointly along with an annual calendar  
17          scheduling routine outline updates (where possible). Agenda will include a  
18          schedule of staffing committee meetings. Failure of the task force to agree on  
19          a matter will not be grievable and will not be deemed to be a reopener of the  
20          Agreement.
- 21
- 22     B.     The Association shall appoint five (5) members and one (1) alternate to the  
23           task force. Four (4) of whom the members and the alternate shall be  
24           employed in different units of the by the Medical Center. The Labor  
25           Representative will be one of the members. If an alternate is present during  
26           decision making, they shall be recused from the decision.

- 1 C. The Medical Center shall appoint up to five (5) members and one (1)  
2 alternate to the task force, and two (2) of them shall be the Chief Nursing  
3 Executive and the Director of Human Resources, or such other persons as  
4 may be designated by the Administrator in their place(s). If an alternate is  
5 present during decision making, they shall be recused from the decision.  
6
- 7 D. The task force shall meet at least once a month, or as otherwise agreed to by  
8 the Medical Center and the Association, to accomplish its assignment. All  
9 nurse members and one (1) designated nurse alternate (when attending in  
10 place of a nurse member) shall be paid up to ninety (90) minutes per month  
11 for attendance at task force meetings.  
12
- 13 E. The minutes and information furnished by the Medical Center to the  
14 Association and its task force members in connection with the functioning of  
15 the task force may be disclosed to other persons only by mutual agreement  
16 of the Medical Center and the Association

## Article 29 – WORKPLACE SAFETY AND TECHNOLOGY

- 1
- 2 A. 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 B. 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 C. 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 D. 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 1. Adherence to Medical Center policies and procedures.
- 24
- 25 2. Proper use of personal protective equipment and safety devices.
- 26
- 27 3. Use of equipment according to manufacturers' instructions for use or in
- 28 accordance with state and national guidelines and standards.
- 29
- 30 E. Nurse Input into Equipment and Technology.
- 31 1. Registered nurses who have concerns about safety, technology and/or
- 32 equipment may escalate via their chain of command and/or take those
- 33 concerns to their Unit Based Practice Council.

1           2. When feasible, Registered nurses shall be given the opportunity to  
2           provide input whenever new technology affecting the delivery of nursing  
3           care is being considered.

4  
5           3. Like all caregivers, registered nurses are responsible for submitting  
6           repair or maintenance requests through the established process and  
7           bring proposals for new equipment to the leader of the Nursing Unit.  
8           Nothing in this section shall release the employer from their obligations  
9           to maintain equipment in good working-order.

10  
11       F. Workplace Concerns. Registered nurses will escalate concerns about their  
12       workplace environment or safety through the established chain of command  
13       Every reasonable effort will be made to reach a resolution, which may  
14       include additional resources, support and/or training, safety measures, a  
15       modified or changed assignment or another practical solution.

16  
17       G. Exposure to Communicable Disease in the Workplace. - If a Registered  
18       nurse is exposed to a serious communicable disease at and is determined by  
19       Caregiver Health to have had a high-risk exposure to a disease that would  
20       require immunization, testing, or treatment, the Registered nurse shall be  
21       provided immunization against, testing for, and/or treatment for such  
22       communicable disease without cost to the Registered nurse, in accordance  
23       with Medical Center policy.

24  
25       H. Personal Safety.

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

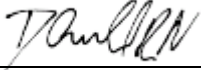
29  
30           2. Nurses are encouraged to participate the Medical Center's Safety  
31           Committee.

- 1           3. The Medical Center monitors the incidents of reported  
2           behavior/combative persons (code gray), weapons/hostage situations  
3           and active threat on campus (code silver), and the reported occurrences  
4           of workplace violence. Twice annually, a report will be provided to the  
5           ONA Task Force.  
6
- 7           4. If the Medical Center decides it will install metal detectors at all publicly  
8           accessible entrances to the facility, then the Medical Center will meet  
9           and confer with the Association prior to implementation.  
10
- 11          5. The Medical Center will use its best efforts to maintain adequate Security  
12          Staff to ensure sufficient response times to incidents.  
13
- 14          6. The Medical Center will maintain in good working-order, and nurses will  
15          use, appropriate devices to ensure safe patient lifting.

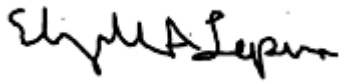
## SIGNATURE PAGE

- 1 This Agreement may be opened by mutual agreement of the parties at any time. IN
- 2 WITNESS WHEREOF the parties have hereunto executed this Agreement effective
- 3 February 24, 2025.

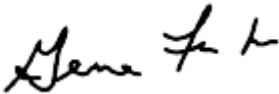
### OREGON NURSES ASSOCIATION



Denise Arnold, RN, BSN, CMSRN  
ONA Representative, Intensive Care Unit



Beth Lepire, RNC, IBCLC  
ONA Representative, The Birth Center



Gena Franks, RN, CEN  
ONA Representative, Emergency  
Department



Lisa Krauter, RN  
ONA Representative, Surgical Services



Gina Drew, RN, BSN  
ONA Representative, Intensive Care Unit

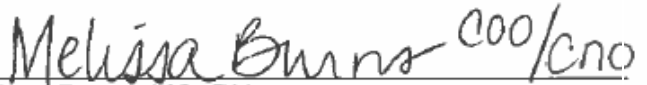


Jenifer White, RN, CCRN  
ONA Representative, Resource



Gabriel Erbs  
ONA Labor Representative

### PROVIDENCE NEWBERG MEDICAL CENTER



Melissa Burns, MS, RN  
Chief Operating Officer & Nursing Officer



Veronica Huerta  
Human Resources Business Partner



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



Shawna Pucik, BSN  
RN Manager of Clinical Operations - Surgical  
Services/Wound Care



Meagan Snodderly, BSN, RN, CEN  
Nurse Manager of Clinical Operations-Emergency  
Services



Heather Orefice, BSN, RN, CEN  
RN Manager of Clinical Operations –  
Medical/Surgical/ICU



Matthew Montesano, BSN, RN  
RN Manager of Clinical Operations- Resource  
Management

## APPENDIX A – WAGES

- 1    A.    The following are the step rates of pay of all nurses employed under the  
2           terms of this Agreement:
- 3           ●    Effective after the second full pay period following ratification, the  
4           following market adjustments:
- 5               ○    Increase all Steps by six dollars and eighty-five cents (\$6.85); then  
6               ○    Increase all steps by twelve percent (12.0%) . (Note: Includes  
7                     previously proposed four percent (4%) increase for 2024)
- 8           ●    Effective the first full pay period following 1/1/2026:
- 9               ○    Four percent (4.0%) across the board increase  
10              ○    Fill ghost steps and add steps through step thirty (30)

## WAGE SCALE

	Current	Ratification Bonus Rates	2025 Rates; 2 pay periods after ratification	1/1/26 (4%)
<b>Start</b>	\$41.74	\$52.48	\$54.58	\$56.76
<b>1</b>	\$44.53	\$55.49	\$57.71	\$60.02
<b>2</b>	\$45.82	\$56.88	\$59.16	\$61.53
<b>3</b>	\$47.39	\$58.58	\$60.92	\$63.36
<b>4</b>	\$49.37	\$60.72	\$63.15	\$65.68
<b>5</b>	\$51.47	\$62.99	\$65.51	\$68.13
<b>6</b>	\$51.80	\$63.34	\$65.87	\$68.50
<b>7</b>	\$52.10	\$63.67	\$66.22	\$68.87
<b>8</b>	\$52.40	\$63.99	\$66.55	\$69.21
<b>9</b>	\$52.69	\$64.30	\$66.87	\$69.54
<b>10</b>	\$53.00	\$64.64	\$67.23	\$69.92
<b>11</b>	\$53.00	\$64.64	\$67.23	\$70.42
<b>12</b>	\$53.85	\$65.56	\$68.18	\$70.92
<b>13</b>	\$54.28	\$66.02	\$68.66	\$71.41
<b>14</b>	\$54.28	\$66.02	\$68.66	\$71.92
<b>15</b>	\$55.14	\$66.95	\$69.63	\$72.42
<b>16</b>	\$55.59	\$67.44	\$70.14	\$72.95
<b>17</b>	\$55.59	\$67.44	\$70.14	\$73.47
<b>18</b>	\$56.48	\$68.40	\$71.14	\$73.99
<b>19</b>	\$56.48	\$68.40	\$71.14	\$74.84
<b>20</b>	\$57.94	\$69.97	\$72.77	\$75.68
<b>21</b>	\$58.52	\$70.60	\$73.42	\$76.36
<b>22</b>	\$58.80	\$70.90	\$73.74	\$76.69
<b>23</b>	\$58.80	\$70.90	\$73.74	\$77.25
<b>24</b>	\$58.80	\$70.90	\$73.74	\$77.81
<b>25</b>	\$60.25	\$72.47	\$75.37	\$78.38
<b>26</b>	\$60.25	\$72.47	\$75.37	\$ 78.78
<b>27</b>	\$60.25	\$72.47	\$75.37	\$79.18
<b>28</b>	\$60.25	\$72.47	\$75.37	\$ 79.58
<b>29</b>	\$60.25	\$72.47	\$75.37	\$ 79.98
<b>30</b>	\$60.25	\$72.47	\$75.37	\$ 80.39

- 1 B. Bonus for Actual Hours Worked. Seventy-five percent (75% x (times)  
2 ratification bonus rate increase in hourly rate x (times) hours worked in 2024:
- 3 • Base rate only (no diffs)
  - 4 • Hours worked only includes actual hours worked, overtime,  
5 education, meetings, orientation, PTO for low census, vacation for low  
6 census only for grandfathered St. Vincent group
  - 7 • Seventy five percent (75%) of bonus payable following two (2) full pay  
8 periods after ratification, must be employed in bargaining unit at time  
9 of ratification and maintain employment in bargaining unit through  
10 payment date
  - 11 • Remaining twenty five percent (25%) payable first full pay period in  
12 October 2025, must be employed in bargaining unit at ratification and  
13 maintain employment in bargaining unit through payment date  
14
- 15 C. A newly hired nurse may be hired at any Step, but not less than the Step  
16 number that corresponds with the number of years of the nurse's related  
17 experience as a nurse employee of an accredited acute care facility during  
18 the immediately preceding five (5) years. A year of experience under his  
19 section is at least one thousand eight hundred and seventy two (1872) hours  
20 of related work. The Medical Center may, in its discretion, place a newly  
21 hired experienced nurse at a higher step rate of pay. The Medical Center  
22 agrees to a one (1)-time review (and, if necessary, adjustment) of the step  
23 placement of nurses employed as of ratification. The Medical Center shall  
24 evaluate whether each such nurse was credited with experience at an acute  
25 care facility other than a hospital within five (5) years of their hire date. If  
26 crediting for such experience would result in a step adjustment, the Medical  
27 Center shall make the appropriate step adjustment on a go-forward basis. All  
28 step adjustments from this process shall be paid effective back to ratification  
29 of the CBA.  
30
- 31 Once a nurse is placed at a step, movement to the next step will be as  
32 follows: (a) A nurse will be eligible for the next consecutive step (e.g. 1, 2, 3,  
33 4, 5) after one (1) year at the immediately preceding step. (b) Nurses who

move into a “gap” step (e.g.: step 7, 11, 14) will remain at the current step pay until they meet the next qualifying step.

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

E. Charge Nurses shall be paid a differential of four dollars and fifty cents (\$4.50) per hour in addition to their applicable hourly rate of pay.

F. Relief Charge Nurses shall be paid for hours worked in such position a differential of three dollars and twenty five cents (\$3.25) – per hour in addition to their applicable hourly rate of pay. The Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

G. Resource Nurse Differential: A Resource Nurse will be paid a differential of two dollars (\$2.00) per hour. After a nurse has worked one thousand eight hundred and seventy two (1,872) hours (one (1) year of full-time work) as a Resource Nurse, that nurse will be paid a differential of three dollars (\$3.00) per hour.

1        Shift differentials.

- 2        1.        Nurses are scheduled for shifts according to the following: Shift  
3                   Majority of Scheduled Hours are Between:

Day	7 a.m. and 3 p.m.
Evening	3 p.m. and 11 p.m.
Night	11 p.m. and 7 a.m.

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

9                   a) Evening shift. Effective on the latter of the date specified in  
10                   Section A.1 above or the initial date of the first (1<sup>st</sup>) full pay  
11                   period beginning after ratification of this Agreement; three  
12                   dollars (\$3.00) per hour.

13  
14                   b) Night shift. Effective on the latter of the date specified in  
15                   Section A. 1 above or the initial date of the first full pay period  
16                   beginning after ratification of this Agreement; ten dollars  
17                   (\$10.00) per hour.

- 18  
19        3.        A nurse who works daily overtime shall be paid shift differential, if any,  
20                   for such overtime hours, according to the nurse's scheduled shift for  
21                   that workday. However, if a nurse works two (2) or more hours of daily  
22                   overtime in a workday, the applicable shift differential for such daily  
23                   overtime hours shall be the higher of (a) the shift differential of the  
24                   nurse's scheduled shift or (b) the shift differential of the shift in which  
25                   the majority of such overtime hours are worked. For purposes of (b) in  
26                   the preceding sentence, the day shift is considered to be 7:00 a.m. to  
27                   3:00 p.m., the evening shift 3:00 p.m. to 11:00 p.m., and the night shift  
28                   11:00 p.m. to 7:00 a.m.

- 29  
30        H.        A per diem nurse will be paid a differential of five dollars (\$5.00) per hour in  
31                   lieu of receiving PTO, EIT, and insurance benefits.

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

3  
4 J. Weekend differential.

5 1. A weekend shift is defined as a shift whose scheduled beginning time  
6 is within a forty-eight (48)-hour period commencing at 12:01 a.m.  
7 Saturday, or for night shift employees, the beginning of the night shift  
8 closest thereto (e.g. Friday night and Saturday night). For hours  
9 worked on a weekend shift, the nurse will be paid a differential of two  
10 dollars and twenty five cents (\$2.25) per hour worked.

11  
12 K. Incentive Shift differential.

13 1. Non – contiguous shift. A regular nurse will be paid an incentive shift  
14 differential of twenty dollars (\$20.00) per hour twenty dollars (\$20.00)  
15 per hour on weekend shifts) for all hours worked per week in excess  
16 of the number of the nurse's regularly scheduled hours (including  
17 regularly scheduled weekend hours) for the week when such excess  
18 hours result from the nurse's working extra shift(s), when designated  
19 as an incentive shift by the Medical Center.

20  
21 2. Contiguous shift. If a nurse is working beyond the nurse's regularly  
22 scheduled shift, incentive pay will be paid only for four (4) or more  
23 hours worked beyond the scheduled shift. For the purposes of the  
24 preceding sentences, regularly scheduled hours are actually hours  
25 worked, regularly scheduled hours not worked because of the  
26 application of Article 2, Low Census, and regularly scheduled hours  
27 not worked because the Medical Center has required attendance at a  
28 specific education program, or any hours compensated by the Medical  
29 Center in connection with a family death, will be counted as regularly  
30 scheduled hours worked for the pay period. Hours worked in  
31 determining eligibility for this incentive shift differential will not include  
32 paid hours not actually worked, hours worked as a result of trades or  
33 of being called in to work while on standby. A nurse on prescheduled  
34 PTO who is called in to work a shift in lieu of their PTO at the request

1 of the Medical Center will be paid the incentive shift premium extra  
2 shift differential.

3  
4 3. A per diem nurse will be paid incentive shift differential, in the  
5 applicable amount specified in the preceding paragraph, for all hours  
6 worked in excess of twenty-four (24) in the week when such excess  
7 hours result from the nurse's working extra shift(s) of at least four (4)  
8 hours each in duration, when designated as an incentive shift by the  
9 Medical Center. For the purposes of the preceding sentence, regularly  
10 scheduled hours are hours actually worked, hours not worked  
11 because of the application of Article 23, Low Census, and hours not  
12 worked because the Medical Center has required attendance at a  
13 specific education program, will be counted in determining eligibility for  
14 this incentive shift differential. Hours worked in determining eligibility  
15 for this incentive shift differential will not include paid hours not  
16 actually worked as a result of trades or of being called in to work while  
17 on standby.

18  
19 4. A weekend shift has the same definition as under Section K above.

20  
21 5. No incentive shift premium extra shift differential will be paid for any  
22 unworked hours.

23  
24 6. Scheduling of Incentive Shifts

25 a) Once the schedule is posted, all remaining shifts will be offered  
26 as incentive shifts for nurses who qualify for the incentive  
27 consistent with this Appendix A.

28  
29 b) Incentive shifts will be offered on a first-come first-served basis.

30  
31 c) Any Registered nurse scheduled to work an incentive shift will  
32 receive at least two (2) hours' advance notice if the shift is to be  
33 canceled. This notice requirement will be deemed satisfied by a  
34 reasonable effort to notify the nurse by telephone not to report for

1 work. If nurse does not receive two (2) hours' notice, the nurse  
2 will be offered a minimum of four (4) hours of work.  
3

4 L. Preceptor differential. A nurse assigned as a preceptor will be paid a  
5 differential of three dollars and twenty-five cents (\$3.25) per hour worked as  
6 a preceptor. A preceptor is a nurse who is designated by his or her nurse  
7 manager to: assess the learning needs of (a) an inexperienced, re-entry, new  
8 hire, or new-to-specialty nurse or (b) a capstone, immersion, practicum or  
9 student of similar level when a faculty member from the nurse's program is  
10 not on-site at the Medical Center. In determining patient assignments, the  
11 charge nurse will consider the fact that a nurse is serving as a preceptor, and  
12 the experience of the preceptee, in addition to the other factors normally  
13 considered. This differential will not be paid for any unworked hours or for  
14 any hours when the nurse is not working as a preceptor. In assigning nurses  
15 to precept other nurses, nurse managers will give preference to those nurses  
16 who have successfully completed a preceptor training course approved by  
17 the Medical Center.

## APPENDIX B – STANDBY ON CALL

- 1 A. The following standby on-call policies shall apply to regular nurses:
- 2 1. Standard standby call pattern: a nurse who is scheduled to be on
- 3 standby shall be paid eight dollars (\$8.00) per hour on call.
- 4
- 5 2. If called in to work during standby, the nurse shall be assigned a
- 6 minimum of three hours (3) of work, or pay in lieu of such hours not
- 7 assigned by the Medical Center, at time-and-one-half the nurse's
- 8 straight-time rate of pay as shown in Appendix A, including regularly
- 9 scheduled shift, certification, and Charge Nurse differentials. Such
- 10 premium rate will apply only where (1) the nurse has first clocked out
- 11 and then received a call from the nurse's unit manager or designee
- 12 asking the nurse to return to work or (2) where the nurse continues his
- 13 or her scheduled shift for sixty (60) minutes or more; if the nurse
- 14 continues his or her scheduled shift for fifty-nine minutes or less, the
- 15 nurse will receive one (1) hour of the premium rate. A nurse who is
- 16 called in to work more than once during the same three-hour window
- 17 will receive only one three (3) hour minimum. SANE nurses who are
- 18 called in on an emergent basis shall receive call-back pay under this
- 19 provision as if they were on a scheduled standby shifts.
- 20
- 21 3. Requests Off After Working Certain Hours. A Registered nurse may
- 22 elect to take a ten (10-) hour rest period in accordance with Oregon's
- 23 nurse staffing law. In those situations, the Registered nurse may
- 24 choose to use or not to use accrued vacation/PTO to fulfill missed
- 25 hours up to their FTE.
- 26
- 27 B. Nursing units with mandatory scheduled standby will develop unit guidelines
- 28 regarding the scheduling and assignment of standby time. Such guidelines
- 29 must conform to Section B1 of this article. The Medical Center will notify the
- 30 Association before establishing a standby requirement in a unit where
- 31 standby is not currently mandatory and will bargain upon request.

- 1           1.       The unit manager or designee will create a schedule of required
- 2                   mandatory standby, spread equally among the nursing staff, which
- 3                   will include a maximum of one (1) weekend of standby per six (6)-
- 4                   week scheduling period as long as staffing permits.

## APPENDIX C – CERTIFICATION

- 1    A.    Certification Differential. A nurse who meets the requirements of this section  
2        shall receive a three dollar (\$3.00) per hour certification differential.
- 3        1.        The nurse must have a current nationally recognized certification on  
4                file with Human Resources for the area where the nurse works a  
5                significant number of hours. Initial eligibility for the certification  
6                differential will begin on the first full pay period following submission of  
7                proof of certification with expiration date to Human Resources.  
8                Eligibility for the certification differential will cease beginning with the  
9                first full pay period following the expiration date of the certification,  
10              unless the nurse submits proof to the Medical Center of certification  
11              renewal before that date. If the proof is submitted to the Medical  
12              Center after that date, the certification differential will be resumed  
13              beginning with the first full pay period following the submission.  
14
- 15        2.        A nurse will be deemed to have worked a significant number of hours  
16                in the area if at least one-half (1/2) of the nurse's hours worked are in  
17                that area. The Medical Center may, in its discretion, determine that  
18                some lower proportion of hours worked in an area qualifies as a  
19                significant number of hours worked for the purposes of this section.  
20
- 21        3.        Only one (1) certification and one (1) certification differential will be  
22                recognized at a time for the purposes of this section.  
23
- 24        4.        On the recommendation of the IPC or otherwise, the Medical Center  
25                may, in its discretion, specify areas and certifications; provided,  
26                however, there shall not be less than one certification recognized for  
27                each area covered by this Agreement:

1 **Medical/Surgical**

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BC	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
CMSRN	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
RN-BC	Pain Management Nurse	American Nurses Credentialing Center
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
CWS	Certified Wound Specialist	American Academy of Wound Management
ONC	Orthopaedic Nurse Certified	Orthopaedic Nurse Certification Board
<u>PCCN</u>	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation

2

3 **Emergency**

CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BC	Pain Management Nurse	American Nurses Credentialing Center
SANE-P	Sexual Assault Nurse Examiner-Pediatric	Forensic Nursing Certification Board
SANE-A	Sexual Assault Nurse Examiner-Adult	Forensic Nursing Certification Board
CPEN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)
PCCN	Progressive Care Certified Nurse	<u>American Association of Critical Care Nurses Certification Corporation</u>

1 **Critical Care**

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
<u>PCCN</u>	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation

2

3 **Surgical Services (Short-Stay Unit, Medical Procedures Unit/Endoscopy,**

4 **Post– Anesthesia Care Unit, Surgery, Outpatient Infusion)**

CAPA	Certified Ambulatory Peri-Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CPAN	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CNOR	Certified Nurse Operating Room	Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing)
CGRN	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BC	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
CMSRN	Certified Medical-Surgical Registered Nurse	Medical-Surgical Nursing Certification Board

1 **The Birth Center**

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

2

3 B. **Educational Expense Reimbursement.**

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

8

9 2. **Additional Education Leave.** nurses who have been approved and  
10 receive payment for a Certification Differential, shall be eligible for 8  
11 hours of paid education leave annually, in addition to those hours to  
12 which the nurse might otherwise be entitled pursuant to Article 19,  
13 Section E.1.

## MOU – NEGOTIATING TEAM SCHEDULES

1 The parties commit to the importance of participation of nurses in contract  
2 negotiations. The members of the Association negotiating team will work with their  
3 managers to make good faith attempts to adjust their schedules to accommodate  
4 negotiations, including arranging for schedule trades. If they are unsuccessful, the  
5 parties will promptly discuss the issue to strive to mutually reach a solution to better  
6 ensure staff nurses are included in scheduled negotiations, consistent with patient  
7 safety. If urgent patient care or operational needs still prevent the release of  
8 bargaining team members, the Medical Center will promptly notify the Association to  
9 discuss whether to reschedule bargaining.

10  
11 In addition, the Medical Center agrees to:

- 12 1. Allow Association bargaining team members to attend negotiations on  
13 unpaid time without using PTO; and  
14
- 15 2. Make a good faith effort to allow bargaining team members to work on a  
16 scheduled day off, if the nurse desires.  
17

18 The provisions of this MOU shall retroactively apply to the 10/4/23 bargaining  
19 session upon agreement of the parties, prior to the effective date of successor  
20 negotiations.

## **LETTER OF UNDERSTANDING – MIKE OLBERDING EDUCATION FUND**

- 1 Nurses are eligible to participate in the Mike Olberding Fund, subject to the eligibility
- 2 and other requirements of that Fund. In the event that the Mike Olberding Fund
- 3 ceases to be available to Nurses, Article 19 may be reopened for discussion. But in
- 4 the event that Article 19 is opened, all other provisions of the CBA, including Article
- 5 17, will remain in full force and effect.

## LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING

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

This may include the moving or consolidation of health care units from one (1) employer to another, including to this Medical Center. In an effort to minimize disruption to the delivery of patient care and to ease the way of groups of new nurses who may be joining the Medical Center, the parties agree as follows:

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

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

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

D. In the event of a health care unit restructure, the nurses joining the Medical Center from the other employer will have their seniority calculated in accordance with Article 21. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The Association may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy with regard to health care unit restructuring with regard to giving Medical Center nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

- 1 E. If new positions result from the restructure, nurses from the unit or units  
2 affected by the restructure will be given the first (1<sup>st</sup>) opportunity to apply for  
3 those newly created positions. The job bidding and posting processes for  
4 such position will be worked out by the Association and the Medical Center  
5 but will generally adhere to the seniority and job posting provisions of Article  
6 21 — Seniority. Any positions not filled by nurses from within that unit will  
7 then be posted and offered to other Medical Center nurses consistent with  
8 Article 21.  
9
- 10 F. If as a result of a health care unit restructure there are any position  
11 reductions or eliminations at the Medical Center, those will be handled  
12 according to Article 22 — Reduction in Force.  
13
- 14 G. The newly restructured unit or units at the Medical Center will comply with all  
15 other provisions of the contract including Articles 7 and 8.  
16
- 17 H. Nurses' wage rates will be set in accordance with the provisions of Appendix  
18 A, including the provisions regarding experience and placement on wage  
19 steps. If as a result a newly hired nurse would be paid a rate less than he/she  
20 was, paid at the nurse's prior employer, the Medical Center will meet with  
21 ONA to discuss options, with consideration given to both the economic  
22 impact on the nurse and internal equity among the wage rates for existing  
23 nurses in the bargaining unit. All differentials will be paid to the nurse in  
24 accordance with Appendices A, B, and C of the parties' collective bargaining  
25 agreement. If a nurse coming to the Medical Center from another employer is  
26 then currently on a similar clinical ladder program, the nurse may apply for  
27 placement on the closest corresponding step on the Medical Center's clinical  
28 ladder program, based on the Medical Center's clinical ladder application  
29 schedule.  
30
- 31 I. This Agreement will only be binding for Providence nurses with a different  
32 Providence employer when a similar agreement with regard to health care  
33 unit restructuring exists between the Association and the other Providence  
34 employer.

## **LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES**

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

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

16  
17 In any case where there are more qualified applicant nurses from other Providence  
18 employers than there are open positions at the Medical Center, the Medical Center  
19 will select the nurse with the earliest Providence hire date, unless another nurse is  
20 substantially better qualified.

21  
22 This agreement will only be honored for Providence nurses with a different  
23 Providence employer when a similar agreement with regards to hiring exists in the  
24 Association contract if any of that nurses former Providence employer.

## **MEMORANDUM OF UNDERSTANDING – CHARGE NURSES**

- 1 The Medical Center will not challenge the status of nurses holding positions
- 2 currently called Charge Nurses as bargaining unit nurses based on the National
- 3 Labor Relations Board ruling of *Kentucky River*.

## **MEMORANDUM OF UNDERSTANDING – CONTRACT TRAINING**

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

## **MEMORANDUM OF UNDERSTANDING – BSN**

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

5

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

**LETTER OF AGREEMENT – SEXUAL ASSAULT NURSE  
EXAMINER (SANE) PROGRAM**

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

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

SANE nurses work in this role on a voluntary basis.

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

**Compensation:**

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

Standby/Call: SANE nurses will be paid the on call/standby rate of pay for call shifts of four dollars and twenty five cents (\$4.25)/hr. or as otherwise later defined by the ONA/PNMC contract. Appendix B.

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

**Travel:**

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

**Mileage Chart from PNMC – Round Trip:**

<b>Milwaukie</b>	<b>63 miles</b>
<b>Portland</b>	<b>54 miles</b>
<b>St. Vincent</b>	<b>38 miles</b>
<b>Willamette Falls</b>	<b>47 miles</b>

Court Appearances: Overtime rate of time and ½ hourly rate

Training: Regular rate of RN's primary position

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

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

1     **Description of SANE Responsibilities:**

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

18  
19     **Commitment:**

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

## LETTER OF AGREEMENT – NURSING FLOAT POOL

Providence Medical Center ("Medical Center") will implement a nursing float pool during the term of the contract. The Medical Center and Oregon Nurses Association ("ONA") agree to the following additional terms of employment for nurses working in the float pool.

1. Qualifications. Float Pool nurses will have a minimum of one (1) year experience as a Registered Nurse in an acute care environment.
2. Scope. Float Pool nurses will take patient assignments for which they have been trained and hold current competency.
3. Differential. A nurse assigned to the float pool will be paid a differential of two dollars (\$2.00) per hour. After a nurse has worked one thousand eight hundred and seventy two (1,872) hours (one (1) year of full-time work) as a Float Pool Nurse, that nurse will be paid a differential of three dollars (\$3.00) per hour.
4. Scheduling. Nurses assigned to the float pool will be scheduled for open shifts in the departments for which they are deemed competent. If, on the date of their scheduled shift, there is no work in that department, a Float Pool RN may be reassigned to the unit of highest need for which they are qualified. All other scheduling for Float Pool RNs will follow Article 8 – Hours of Work and Scheduling. If, at the time of scheduling, there are no needs in the respective departments, the Float Pool RN will be scheduled to their FTE but not to a specific department, and on the day of work will be assigned according to the area of greatest need. Float Pool RNs with competencies in more than one department will work at least three (3) shifts per scheduling period in each of those departments.
5. Low Census MDO. If there is no work for a Float Pool RN in the unit in which they are scheduled, and they are not needed in another unit, the Float Pool RN will be evaluated according to the defined unit MDO procedure for that unit.

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## CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association

18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498

or by Fax 503-293-0013.

Thank you.

Your Name:

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Providence Newberg Medical Center February 24, 2025 - December 31, 2026

Signature:

Today's Date:

Your Mailing Address:

CellPhone:

Work Phone:

Email:

Unit:

Shift: