

**AGREEMENT**

**between**

**OREGON NURSES ASSOCIATION**

**and**

**PROVIDENCE ST. VINCENT MEDICAL CENTER**

**February 24, 2025 through December 31, 2026**



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**AGREEMENT**

THIS AGREEMENT by and between PROVIDENCE ST. VINCENT MEDICAL CENTER of Portland, Oregon, hereinafter referred to as "the Medical Center," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association" or "the Association,"

**WITNESSETH**

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

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

## ARTICLE 1 – RECOGNITION AND MEMBERSHIP

**A.** The Medical Center recognizes Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all Registered nurses employed by the Medical Center as staff nurses, and charge nurses, excluding Sisters of Providence, administrative and supervisory personnel, temporary nurses, and Registered nurses employed in the following departments and areas: Admissions, Physical Therapy, EEG, Anesthetists, EKG, Radiology, Laboratory, Pharmacy, Occupational Therapy, Nursing Education, Dietary, Medical Records, Human Resources and Housekeeping.

### **B. 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 patient
- 3.** Charge Nurses - In addition to being responsible for the direct or indirect total care of patient, a charge nurse assists in providing nursing support and coordinates as assigned by the Medical Center in the continuity of patient care responsibilities and clinical activities of an organized nursing unit. Representative functions include facilitation of Registered nurse participation in educational offerings, unit/shift report meetings, and addressing and attempting to resolve unit/shift issues. A relief charge nurse will be temporarily assigned when the charge nurse is absent from the unit because of vacation, sickness or days off, or is rotating into the bedside role per Subsection 'a' below.
  - a.** Charge nurses will rotate into a staff nurse assignment for one (1) shift per four (4) week schedule to ensure maintenance of bedside competence.

- 1                   **b.** The Medical Center will appoint relief charge nurses with input from  
2                   the unit's nursing staff.  
3
- 4                   **4.** Nursing Patient Care Area - As designated by the Medical Center, a patient  
5                   care area is defined by the medical needs of the patient population. Charge  
6                   nurse assignments will generally not span different floors. The Medical  
7                   Center will assign a charge nurse to each patient care area on each shift. At  
8                   times of low patient census, patient care areas may be combined at the  
9                   discretion of the Medical Center.  
10
- 11                  **5.** Cluster – A group of nursing patient care areas that typically share similar  
12                  patient condition(s), and acuity.  
13
- 14                  **6.** Part-time Nurse - Any Registered nurse who is regularly scheduled to work  
15                  less than forty (40) hours per week and who works consistently throughout  
16                  the twelve (12) month period. Nurses who are regularly scheduled to work  
17                  four (4) nine (9)–hour shifts or three (3) twelve (12)– hour shifts per week  
18                  shall be considered full-time rather than part-time nurses.  
19
- 20                  **7.** Resource Nurse - Any Registered nurse who is not assigned an FTE by the  
21                  Medical Center. To remain employed as a Resource Nurse, the nurse must  
22                  meet the availability requirements of Article 5.H.  
23
- 24                  **8.** Temporary Nurse - Any Registered nurse who is hired from outside the  
25                  bargaining unit to be employed for a specified period of time not to exceed  
26                  three (3) months, or any nurse who is employed to fill positions because of  
27                  any combination of leaves of absence, vacations, holidays, and sick leave  
28                  for a period of time not to exceed six (6) months.  
29
- 30                  **9.** Reclassification - A temporary or resource nurse, other than one (1)  
31                  employed to fill positions because of any combination of leaves of absence,  
32                  vacations, holidays, and sick leave for a period of time not to exceed six (6)  
33                  months, who regularly works more than eight (8) hours per week for at least

1 three (3) consecutive months may request reclassification to part-time or  
2 full-time status consistent with such hours worked. In the event of a request  
3 under such circumstances, the position will be posted as outlined in the  
4 Seniority and Job Posting article. In the event such request is not made and  
5 the temporary nurse has regularly worked more than eight (8) hours per  
6 week for over three (3) months, for reasons other than filling a position(s)  
7 due to leaves of absence, vacations, holidays, and/or sick leave, the  
8 position will be posted upon request by the Association in accordance with  
9 Article XVIII.

10  
11 **C. Membership.**

12 **1.** The following provisions apply to any Registered nurse hired before  
13 December 14, 2009: Membership in the American Nurses Association  
14 through Association shall be encouraged, although it shall not be required  
15 as a condition of employment. Notwithstanding the prior sentence, if a nurse  
16 hired before December 14, 2009, voluntarily joins the Association or has  
17 voluntarily joined the Association as of December 14, 2009, the nurse must  
18 thereafter maintain such membership, as an ongoing condition of  
19 employment, or exercise one (1) of the two (2) options listed in 2.a. (ii) or  
20 (iii) below.

21 a. Promotions within a facility. A Registered nurse subject to paragraph 1  
22 above as of December 14, 2009, who assumes a position at the Medical  
23 Center outside of the bargaining unit will retain her/his respective status  
24 (as a nonmember, a member whose membership must be maintained,  
25 or one (1) of the two (2) options listed in 2.a. (ii) or (iii) below) if he or she  
26 returns to the bargaining unit within one (1) year of the date that the  
27 Registered nurse assumed a non-bargaining position. A Registered  
28 nurse who returns to the bargaining unit after one (1) year will be subject  
29 to the choices in paragraph 2.a below.



1       **2.** The following provisions apply to any Registered nurse hired ***after***

2       December 14, 2009:

3       a. By the thirty-first (31<sup>st</sup>) calendar day following the day that the  
4       Registered nurse begins working, each Registered nurse must do one  
5       (1) of the following, as a condition of employment:

6           i. Become and remain a member in good standing of the Association  
7           and pay membership dues (Association member); or

8  
9           ii. Pay the Association a representation fee established by the  
10          Association in accordance with the law; or

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

23  
24       b. The Association will provide a copy of the collective bargaining  
25       agreement to newly hired nurses.

26  
27       c. A Registered nurse should notify the Association's Membership  
28       Coordinator, in writing, of a desire to change their status under the  
29       provisions of 2.a above by mail, to the business address for the  
30       Association.

1 d. The Association will provide the Medical Center with copies of at least  
2 two (2) notices sent to a Registered nurse who has not met the  
3 obligations to which they are subject, pursuant to this Article. The  
4 Association may request that Medical Center terminate the employment  
5 of a Registered nurse who does not meet the obligations to which they  
6 are subject, pursuant to this Article. After such a request is made, the  
7 Medical Center will terminate the Registered nurse's employment no  
8 later than fourteen (14) days after receiving the written request from the  
9 Association. The Medical Center will have no obligation to pay  
10 severance or any other notice pay related to such termination of  
11 employment.  
12

13 **3.** The following provision applies to all Registered nurses.

14 a. Dues Deduction. The Medical Center shall deduct the amount of  
15 Association dues, as specified in writing by Association, from the  
16 wages of all employees covered by this Agreement who voluntarily  
17 agree to such deductions and who submit an appropriately written  
18 authorization to the Medical Center. Changes in amounts to be  
19 deducted from a Registered nurse's wages will be made on the basis  
20 of specific written confirmation by Association received not less than  
21 one (1) month before the deduction. Deductions made in accordance  
22 with this Section will be remitted by the Medical Center to Association  
23 monthly, with a list showing the names and amounts regarding the  
24 nurses for whom the deductions have been made.  
25

26 **4.** Association will indemnify and save the Medical Center harmless against  
27 any and all third (3<sup>rd</sup>) party claims, demands, suits, and other forms of  
28 liability that may arise out of, or by reason of action taken by the Medical  
29 Center in connection with, this Article.

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

## **ARTICLE 2 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

1  
2  
3 The Medical Center and Association shall, in accordance with applicable state and  
4 federal laws, not discriminate in employment matters against any nurse on account  
5 of age, sex, race, creed, color, national origin, marital status, veteran status, religion,  
6 religious beliefs, sexual orientation, or physical or mental handicap not relevant to  
7 performance of duties. There shall be no discrimination by the Medical Center  
8 against any nurse on account of membership in or lawful activity on behalf of the  
9 Association, provided that it does not interfere with normal the Medical Center  
10 routine, his/her duties or those of other Medical Center employees.

## ARTICLE 3-A – VACATIONS

- A. Accrual.** - Each regular full-time and part-time Registered nurse who is employed as of January 1, 2010, and who has opted out of the PTO system before January 1, 2010, shall accrue vacations as follows:
1. From and after the Registered nurse's most recent date of employment until the nurse's fourth (4<sup>th</sup>) anniversary of continuous employment--0.0384 hours per compensable hour, not to exceed eighty (80) compensable hours in each two (2) consecutive workweek period (approximately two (2) weeks of vacation per year with eighty (80) hours' pay for a full-time nurse);
  2. From and after the Registered nurse's fourth (4<sup>th</sup>) anniversary of continuous employment until the nurse's ninth (9<sup>th</sup>) anniversary of continuous employment--0.0577 hours per compensable hour, not to exceed eighty (80) compensable hours in each two (2) consecutive workweek period (approximately three (3) weeks of vacation per year with one-hundred and twenty (120) hours' pay for a full-time nurse);
  3. From and after the Registered nurse's ninth (9<sup>th</sup>) anniversary of continuous employment--0.0769 hours per compensable hour, not to exceed eighty (80) compensable hours in each two (2) consecutive workweek period (approximately four (4) weeks of vacation per year with one-hundred and sixty (160) hours' pay for a full-time nurse).
  4. If a Registered nurse quits and is reemployed within twelve (12) months, the nurse's "most recent date of employment" will be calculated as if the quit had not occurred.
  5. Vacations accrued during an anniversary year may be carried over from one anniversary year to the next. A Registered nurse's accrued but unused vacation may not exceed the combined total of two (2) years' earned vacations.

1        6. Accrued vacation may not be used until the Registered nurse has been  
2        continuously employed for at least six (6) months, except in the case of a  
3        mandatory Low Census (if requested by the nurse).  
4

5        **B. Compensable Hour.** - A compensable hour under A above shall include only  
6        hours directly compensated by the Medical Center, and shall not include hours  
7        while on layoff, standby hours not actually worked, hours compensated through  
8        third parties, hours paid in lieu of notice of termination, or hours while in  
9        resource or temporary nurse status.  
10

11       **C. Rate of Pay.** - Vacation pay will be computed at the Registered nurse's regular  
12       hourly rate of pay, including applicable differentials provided by appendices  
13       hereto, at the time of use.  
14

15       **D. Pay Upon Termination.** - Accrued but unused vacation will be paid a regular  
16       Registered nurse upon termination of employment, provided (1) the nurse has  
17       been continuously employed not less than six (6) months and (2) such vacation  
18       has not been forfeited as provided in the Employment Status article of this  
19       Agreement.

## ARTICLE 3-B – PAID TIME OFF

The provisions of the Medical Center's Paid Time Off (PTO)/Extended Illness Time (EIT) program are set forth in this Article 3-B and in Article 4-B . The Paid Time Off ("PTO") program encompasses time taken in connection with vacation, illness, personal business, and holidays.

All Registered nurses hired or moving into full-time/part-time benefit eligible status on or after January 1, 2010, will participate in the PTO/EIT program in lieu of the benefits provided under Articles 3-A (Vacation), 4-A (Sick Leave) and VI (Holidays). In addition, all Registered nurses who were employed as of December 31, 2009, may elect to enroll in the Medical Center's PTO/EIT program in lieu of the benefits provided under Articles 3-B (Vacation), 4-B (Sick Leave) and 6 (Holidays), on the terms outlined in Paragraph H of this Article 3-B .

**A. Accrual.** - Each regular full-time and part-time Registered nurse regularly scheduled to work an average of at least twenty-four (24) hours per week shall accrue PTO as follows:

1. From and after the Registered nurse's most recent date of employment until the nurse's fourth (4<sup>th</sup>) anniversary of continuous employment — 0.0924 hours per compensable hour, not to exceed eighty (80) compensable hours in each two (2) consecutive workweek period (approximately twenty-four (24) days of PTO per year with one-hundred and ninety-two (192) hours' pay for a full-time nurse);
2. From and after the Registered nurse's fourth (4<sup>th</sup>) anniversary of continuous employment until the nurse's ninth (9<sup>th</sup>) anniversary of continuous employment—0.1116 hours per compensable hour, not to exceed eighty (80) compensable hours in each two (2) consecutive workweek period (approximately twenty-nine (29) days of PTO per year with two-hundred and thirty-two (232) hours' pay for a full-time nurse);

3. From and after the Registered nurse's ninth (9<sup>th</sup>) anniversary of continuous employment—.1308 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately thirty-four (34) days of PTO per year with two- hundred and seventy-two (272) hours' pay for a full-time nurse).
4. For regular Registered nurses on schedules consisting of three (3) days each week, with each workday consisting of a twelve (12)-hour shift, or four (4) days each week, with each workday consisting of a nine (9)-hour shift, the accrual rates in paragraphs 1, 2 and 3 immediately above will be changed to 0.0963, 0.1155, and 0.1347 hours, respectively, per paid hour, not to exceed seventy-two (72) paid hours per two (2)-week pay period.
5. Accrual will cease when a Registered nurse has unused PTO accrual equal to one and one-half (1½) times the applicable annual accrual set forth above.
6. If a Registered nurse quits and is reemployed within twelve (12) months, the nurse's "most recent date of employment" will be calculated as if the quit had not occurred.
7. Notwithstanding the eligibility for PTO accrual set forth above, all Registered nurses employed as of the ratification date of this Agreement shall be eligible to enroll in the PTO/EIT program even if they hold a position of less than .6 FTE.

**B. Compensable hour.** - A compensable hour under paragraph 1 above shall include only hours directly compensated by the Medical Center, and shall not include overtime hours, hours while on layoff, standby hours not actually worked, hours compensated through third (3<sup>rd</sup>) parties, hours paid in lieu of notice of termination, or hours while in temporary or resource nurse status.



1 **C. Rate of pay.** - PTO pay will be computed at the Registered nurse's regular  
2 hourly rate of pay, including applicable differentials provided by appendices  
3 hereto, at the time of use.

4  
5 **D. Use of PTO.**

6 1. Accrued PTO may not be used until the Registered nurse has been  
7 continuously employed for at least six (6) months, except in the case of a  
8 mandatory Low Census (if requested by the nurse).

9  
10 2. PTO must be used for any absence of a quarter hour (1/4) or more, except  
11 that the Registered nurse may choose to use or not to use PTO for time off  
12 (a) in the event of Low Census under Article 19.G, or (b) for leaves of  
13 absence under applicable family and medical leave laws if the nurse's  
14 accrued PTO account is then at forty (40) hours or less.

15  
16 3. A Registered nurse who has accrued PTO sufficient to cover all hours which  
17 the nurse would otherwise be scheduled to work in a week of seven (7)  
18 consecutive days may apply such PTO to cover all regularly scheduled hours  
19 during each such week and will not be required to work during such week(s).  
20 A nurse may take accrued PTO covering less than one (1) week.

21  
22 4. PTO may be used in addition to receiving workers' compensation benefit if  
23 EIT is not available, up to a combined total of PTO, EIT (if any) and workers'  
24 compensation benefits that does not exceed two-thirds (2/3) of the  
25 Registered nurse's straight-time pay for the missed hours.

26  
27 5. PTO may not be used when the Registered nurse is eligible for Medical  
28 Center compensation in connection with a family death, jury duty, witness  
29 appearance or EIT.

1 **E. Pay upon termination.** - Accrued but unused PTO will be paid to a regular  
2 Registered nurse upon termination of employment, provided (1) the nurse has  
3 been continuously employed not less than six (6) months and (2) such PTO has  
4 not been forfeited as provided in the Employment Status article of this  
5 Agreement.

6  
7 **F. Holidays.** - On the observed holidays of New Year's Day, Memorial Day, Martin  
8 Luther King Jr. Day (commencing in 2023), Independence Day, Labor Day,  
9 Thanksgiving Day and Christmas Day, the following will apply:

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

15  
16 2. Registered nurses working in units that are closed or have a low census on  
17 observed holidays will be paid PTO during the period of closure unless the  
18 Registered nurse requests to take the time as unpaid.

19  
20 3. If a Registered nurse works on an observed holiday, the nurse will be paid  
21 one and one-half (1 ½) times the nurse's straight-time rate and will retain  
22 accrued PTO hours for use at another time.

23  
24 4. If an observed holiday occurs on a Saturday or Sunday, Registered nurses  
25 in departments that are regularly scheduled only Monday through Friday will  
26 observe the holiday on the Friday or Monday that is closest to the holiday  
27 and designated by the Medical Center.

28  
29 5. In the Main Operating Room, if an observed holiday occurs on a Sunday,  
30 nurses in that department will observe the holiday on the Monday that is  
31 closest to the holiday.

6. A night shift will be deemed to have occurred on an observed holiday only if a majority of its scheduled hours are within the holiday.
7. If an observed holiday occurs before completion of a regular Registered nurse's first six (6) months of employment and the nurse does not have sufficient PTO hours accrued, the PTO hours used for the holiday under this Section will be charged against the next PTO hours accrued by the nurse.

**G. Enrollment in PTO/EIT program.** - Registered nurses shall be eligible on an annual basis to enroll in the Medical Center's PTO/EIT program, as set forth in Articles 3-A and 4-A of this Agreement.

1. Upon enrollment, all accrued but unused vacation time shall be deposited in the Registered nurse's PTO account, and all accrued but unused sick leave hours shall be deposited in the nurse's EIT account.
2. Registered nurses may also elect to remain subject to the vacation-sick leave-holiday program set forth in Articles 3-A, , 4-A and 6 Nurses employed as of the date of ratification of this Agreement shall have the right, if they so choose, to remain subject to this program for the duration of their continuous employment at the Medical Center.
3. Registered nurses who enroll in the PTO/EIT program may not subsequently opt out of the program.

### ARTICLE 3-C – SCHEDULING TIME OFF

Scheduling of time off is best resolved by unit-based decisions, where the affected Registered nurses are involved in creative and flexible approaches to such scheduling. Each unit will develop guidelines that promote the ability of the Registered nurses on that unit to preschedule time off (vacation or PTO).

**A.** The Medical Center will make good faith efforts to approve no less time off than the amount a Registered nurse accrues annually.

**B.** Registered nurses will make good faith efforts to balance their time off requests in a manner that supports a core schedule and allows the Medical Center to maximize approval of requests. In order to facilitate these efforts, units and schedulers will use transparent processes to inform Registered nurses' selections for requesting time off.

**C.** Requests for time off should be inclusive of the entire block of time the Registered nurse is requesting to be away from work. The Registered nurse will only need to use PTO or vacation time equivalent to their FTE.

**D. Round-Up Process.**

1. Except for unexpected illness or emergencies, time off should be scheduled in advance via established procedures.

2. The number of persons who may be on pre-scheduled time off at one time will be defined at the unit level.

3. The following round-up periods indicate when a Registered nurse may apply for prescheduled time off by seniority, and for what time period:

Round-Up Period	Time Off Window
September 1 – 30	Sunday after New Year's Day Jan 1 – Saturday nine (9) days before Memorial Day
January 1 – 31	Sunday eight (8) days before Memorial Day – Saturday after Labor Day
May 1 – 31	Sunday after Labor Day – Sunday after Labor Day - Saturday after New Year's Day, unless NYD falls on a Saturday, in which case it will be NYD.

Requests submitted during the round-up period for the designated time off window shall be granted on the basis of seniority within the same unit and shift. In the event that Registered nurses with the same seniority submit requests for the same or overlapping periods of time off, the issue will be decided by a flip of a coin.

Written confirmation of a Registered nurse's scheduled time off will be provided within four (4) weeks of the end of the round-up period in which they applied.

**E. Requests for time off outside of Round-Up Periods.** - Requests for time off outside of the established round-up periods will be granted on a first come, first serve basis, based on the date the request is submitted. In the event that Registered nurses from the same unit and shift submit requests under this paragraph on the same day for the same or overlapping periods of time off, the senior Registered nurse shall be given preference.

Written confirmation of the Registered nurse's time off request will be provided within three (3) weeks after submission, if such request is submitted at least three (3) weeks prior to the posting of the schedule for the period during which the time off has been requested.

**F. Prime Time.** - Prime Time is defined as the dates between the Sunday eight (8) days prior to Memorial Day and the Saturday immediately following Labor Day.

During Prime Time, Registered nurses will be approved, per Section D(3) above in order of seniority, for two weeks of time off, except that Registered nurses with seventeen (17) years of seniority will be approved for three (3) weeks of time off. After all Registered nurses who have requested time off have been approved for such time off, a unit's remaining capacity to approve time off will be approved in seniority order for time in excess of the original two (2) or three (3) weeks granted.

**G. Holidays.** - The Medical Center shall attempt to rotate summer and winter holiday work. The unit-based Registered nurses, in collaboration with unit leadership, will develop guidelines that provide for the fair and just rotation of the scheduling of shifts on holidays, while still meeting patient care needs. The parties agree to respect such unit-based guidelines, even if they are not seniority-based. The PTO/vacation scheduling process may not be used to avoid or circumvent the fair and just rotation of holiday work.

Registered nurses will work the primary holidays of New Year's Day, Thanksgiving, and Christmas on a rotational basis. Within a unit, Registered nurses are free to collaborate and trade holidays. However, no nurse will be required to work the same holiday in two consecutive years, unless it becomes necessary for patient care.

1     **H. Changes to Approved Time Off.** - Once a time off request has been  
2     approved, it can only be changed by mutual agreement between the Medical  
3     Center and the Registered nurse. This paragraph will not apply if the  
4     Registered nurse changes units after approval but before the time off period;  
5     in that case, the Medical Center may not be able to honor the Registered  
6     nurse's request. The Registered nurse is expected to discuss such a situation  
7     with the manager of the new unit. Moreover, time-off requests shall not be  
8     converted to requests for unpaid time off absent Medical Center approval.

## ARTICLE 4-A – SICK LEAVE

**A. Accrual.** - Each regular full-time and part-time Registered nurse will accrue sick leave at the rate of 0.0462 hours per compensable hour, not to exceed eighty (80) compensable hours in each two (2) consecutive workweek period (approximately eight (8) hours of sick leave per month for a full-time nurse). Each regular nurse who is regularly scheduled for an average of thirty-six (36) hours per week will accrue sick leave at the rate of 0.0513 hours per compensable hour, not to exceed seventy-two (72) compensable hours in each two (2) consecutive workweek period (approximately eight (8) hours of sick leave per month for such a nurse).

1. If a Registered nurse transfers to other employment by the Medical Center in a job classification not covered by this Agreement without a break in continuity of employment by the Medical Center, they will retain for use their sick leave credits accumulated under this Agreement at time of transfer.

2. The maximum number of hours of sick leave which may be accumulated is seven-hundred and twenty (720). A regular full-time or part-time Registered nurse who has seven-hundred and twenty (720) hours of accumulated but unused sick leave will specially accrue 0.0192 hours per compensable hour, not to exceed eighty (80) compensable hours in each two (2) consecutive workweek period (approximately one (1) week per year for an eligible full-time nurse), which will be credited to the nurse's accrued vacation.

**B. Compensable Hour.** - A compensable hour under A above shall include only hours directly compensated by the Medical Center, and shall not include hours while on layoff, standby hours not actually worked, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while in temporary or resource nurse status.



1       **C. Sick Leave Use.**

2           1. A regular Registered nurse who has been continuously employed for six  
3           (6) months and who becomes ill may apply for and will be allowed pay  
4           from the nurse's accrued but unused sick leave at their regular rate of  
5           pay as shown in Appendix A for the period of absence from work  
6           because of such illness, commencing with the first (1<sup>st</sup>) day of each  
7           illness.

8  
9           2. Sick leave benefits shall be paid for maternity leave in compliance with  
10          the provisions of this Article and in compliance with appropriate law  
11          requiring employers to treat pregnancy and childbirth the same as other  
12          causes of disability.

13  
14       **D. Medical Certification.** - The Medical Center may require evidence of illness  
15       from the Registered nurse's physician as a condition of receiving sick leave  
16       benefits or for such other purposes as may be allowed by law.

17  
18       **E. Anniversary Date.** - Use of paid sick leave shall not affect a Registered  
19       nurse's anniversary date of employment.

20  
21       **F. Notification of Illness.** - Registered nurses should notify the Medical  
22       Center of absence from work because of illness as far in advance as  
23       possible, but at least three and one-half (3 ½) hours before the start of the  
24       nurse's shift. Repeated failure to give such minimum notification will result in  
25       reduction of otherwise payable sick leave for that shift by two (2) hours.  
26       Repeated failure as used in this Section means more than twice (2) every  
27       two (2) years

## ARTICLE 4-B – EXTENDED ILLNESS TIME

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

All nurses hired or moving into full-time/part-time benefit eligible status on or after January 1, 2010, will participate in the PTO/EIT program in lieu of the benefits provided under Articles 3-A (Vacation), 4-A (Sick Leave) and 6 (Holidays). In addition, all nurses who were employed as of December 31, 2009, may elect to enroll in the Medical Center’s PTO EIT program in lieu of the benefits provided under Articles 3-A (Vacation), 4-A (Sick Leave) and 6 (Holidays), on the terms outlined in Paragraph H of Article 3-B.

**A. Accrual.** - Each regular full-time and part-time nurse will accrue EIT at the rate of 0.0270 hours per compensable hour, not to exceed eighty (80) compensable hours in each two (2) consecutive workweek period (approximately seven (7) days of EIT per year with fifty-six (56) hours’ pay for a full-time nurse). A compensable hour under this Section is defined the same as a compensable hour under the PTO program. Accrual will cease when a nurse has one-thousand and forty (1,040) hours of unused EIT accrual.

**B. Use of EIT.** - A regular nurse who has been continuously employed for six (6) months shall use EIT and be compensated at his/her regular rate of pay, including applicable differentials provided by appendices hereto, for any absence from work due to the following:

1. The nurse’s admission to a hospital, including a day surgery unit, as an inpatient or outpatient, for one or more days and any necessary absence immediately following hospitalization. If, during the term of this Agreement, the Medical Center makes any improvement in the benefit covered by this subparagraph for a majority of the Medical Center’s other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.

2. When a nurse receives outpatient procedures under conscious sedation, spinal block, or general anesthesia in a free-standing surgical center or in a surgical suite at a physician's office.
3. The nurse's disabling illness after a waiting period of missed work due to such condition. The waiting period shall be the shorter of three (3) consecutive scheduled work shifts or twenty-four (24) consecutive scheduled hours.
4. Partial day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period (as defined in paragraph 3 above) of missed work due to such condition.
5. After qualifications for use under Subsections 3 or 4 above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.
6. Approved parental leave under applicable law or approved maternity leave in compliance with appropriate law requiring employers to treat pregnancy and childbirth the same as other causes of disability.

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

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

9  
10    **E. Notification of Illness.** - Nurses should notify the Medical Center of absence  
11    from work because of illness as far in advance as possible, but at least three  
12    and one-half (3 ½) hours before the start of the nurse's shift.

## ARTICLE 5 – HOURS OF WORK

**A. Basic Workweek.** - The basic workweek shall be forty (40) hours.

**B. Meals and Breaks.** - The basic workday shall be eight (8) hours to be worked within eight and one-half (8½) consecutive hours, including a one-half (1/2) hour meal period on the Registered nurse's own time; and one fifteen (15) minute rest period without loss of pay during each four (4) hour period of employment, as scheduled by the Medical Center.

1. The Medical Center will comply with its legal obligations for meals and breaks as required in Oregon's Nurse Staffing Law.

2. Patient care units may substitute other pre-arranged rest period schedules with the approval of the unit's manager. If a Registered nurse cannot be relieved for all or part of a scheduled or pre-arranged rest period and is not given alternative rest period time during the shift, the Registered nurse should report this immediately to the Registered nurse's charge nurse, supervisor or manager.

**C. Scheduling of Meals and Breaks.** - The parties acknowledge the legal requirements and the importance of rest and meal periods for Registered nurses. The parties further acknowledge that the scheduling of regular rest periods requires appropriate staffing and scheduling, teamwork, professional accountability and active charge nurse involvement. The parties therefore agree as follows:

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

- 1           2. Each unit will determine what reasonably available information will help  
2           inform reviews of meal and break use. The units will then use that  
3           information to develop a process for scheduling Registered nurses for the  
4           total amount of rest and meal periods set forth in this Section, to be  
5           included in their staffing plan.
- 6           a. The process must be approved by the unit manager;  
7
- 8           b. The preferred approach is to relieve Registered nurses for two (2)  
9           fifteen (15)-minute rest periods and one (1) thirty (30)-minute meal  
10          period within an eight (8)-hour shift; however, a break and meal period  
11          may be combined during the middle four (4) hours of the Registered  
12          nurse's shift, when practical;  
13
- 14          c. It is a shared responsibility among the Registered nurse, charge nurse,  
15          house supervisor, and unit leadership to communicate, monitor, and  
16          support meal and break periods. If a Registered nurse is not able to  
17          take a thirty (30)-minute uninterrupted meal period, the Registered  
18          nurse will be paid for such thirty (30) minutes.  
19
- 20          d. In the event Registered nurses on a particular unit or units have  
21          concerns about the implementation of paragraph 2 or about the  
22          availability of meal periods or breaks on the unit in general, the concern  
23          may be raised with the Task Force or the appropriate unit-based  
24          committee of their clinical division, in addition to the remedies provided  
25          by the grievance procedure.  
26
- 27          e. There will be no retaliation for reporting or recording missed meals or  
28          breaks.

1     **D. Overtime.** - Overtime compensation will be paid at one and one-half (1½)  
2     times the Registered nurse's regular straight-time hourly rate of pay for all  
3     hours worked in excess of: forty (40) hours in each workweek of seven (7)  
4     consecutive days, or eight (8) hours in each day, which is defined as a period  
5     commencing at the beginning of a Registered nurse's shift and terminating  
6     twenty-four (24) hours later.

7         1. In the alternative, overtime compensation will be paid for all hours worked  
8         in excess of eight (8) hours in each day as defined above or eighty (80)  
9         hours in a work period of fourteen (14) consecutive days, if pursuant to an  
10        agreement or understanding in writing between the Registered nurse and  
11        the Medical Center.

12  
13        2. If, however, a Registered nurse elects to work schedules involving other  
14        than a basic workday, then overtime compensation shall be paid as follows:

15           a. When such schedule is a nine (9)-hour schedule under the attached  
16           Nine (9)-Hour Schedule Agreement, overtime compensation will be  
17           paid for all hours worked in excess of nine (9) hours in each day as  
18           defined in this Section or thirty-six (36) hours in each workweek  
19           hereunder. Such nine (9)-hour schedule shall be on night shift only,  
20           unless the Medical Center and Association agree otherwise.

21  
22           b. When such schedule is a ten (10)-hour schedule under the attached  
23           Ten (10)-Hour Schedule Agreement, overtime compensation will be  
24           paid for all hours worked in excess of ten (10) hours in each day as  
25           defined in this Section or forty (40) hours in each workweek hereunder.

1 c. When such schedule is a twelve (12)-hour schedule under the attached  
2 Twelve (12)-Hour Schedule Agreement, overtime compensation will be  
3 paid for all hours worked in excess of twelve (12) hours in each day as  
4 defined in this Section or thirty-six (36) hours in each workweek  
5 hereunder.  
6

7 **E. Authorization of Overtime.** - Work in excess of the basic workday or  
8 workweek must be properly authorized in advance, except in emergency.  
9 Regardless of whether the Registered nurse obtains prior authorization,  
10 Registered nurses must report accurately all hours, whether overtime or not,  
11 and they will be paid for all hours of work.  
12

13 **F. Rest rooms/Lockers.** - Rest rooms and lockers shall be provided by the  
14 Medical Center.  
15

16 **G. Work Schedules.** - The Medical Center and ONA recognize that schedules  
17 impact staff ability to plan for child-care, appointments, and in general for life  
18 outside of work.

19 1. Work schedules will be available for staff no less than two (2) weeks  
20 before the beginning of the scheduling period.

21 a. **Scheduling Patterns and Preferences.** - One each unit, nurse  
22 management shall work with at least one (1) bargaining unit nurse on  
23 the unit to build new schedule patterns in order to preserve  
24 transparency and collaboration between the Medical Center and the  
25 Association on scheduling practices. The nurse manager will approve  
26 the final schedule patterns.  
27

28 2. Registered nurses will not be regularly scheduled for work shifts in excess  
29 of sixteen (16) hours.



1           3. Registered nurses will not be regularly scheduled to work different shifts.  
2           However, at a Registered nurse's request and with the Medical Center's  
3           agreement, a Registered nurse may be regularly scheduled to work  
4           different shifts, if the Registered nurse is otherwise qualified for such  
5           work.

6  
7           4. Without the Registered nurse's consent, Registered nurses will not be  
8           regularly scheduled to work on different units, with the exception of the  
9           Float Pool and 5E Psychiatry Registered nurses working in the  
10          Emergency Department.

11  
12          5. Within each discrete shift (day/evening or night), the Medical Center may  
13          create and post variable start time positions, meaning positions with  
14          variable shift start and end times. Such start and end times will vary no  
15          more than two (2) hours before and after the position's regularly  
16          designated start time. When the Medical Center fills a variable start time  
17          position, it will work with the Registered nurse to minimize the impact of  
18          the variable start and end times by communicating and collaborating with  
19          the Registered nurse in the development of the Registered nurse's  
20          schedule. Unless a Registered nurse is hired into such a variable start  
21          time position, the Registered nurse will not be required to work variable  
22          start times without the Registered nurse's consent.

23  
24          6. General Schedule Stability: Short- and Long-Term Changes to Balance  
25          Schedule.

26           a. The Medical Center will make every effort to honor schedule stability  
27           (e.g., pattern or skeleton schedules). The parties agree, however, that  
28           in certain instances schedules may need to be adjusted to meet  
29           staffing needs. These include a rebalancing of work schedules as well  
30           as short-term changes.

1           b. When short-term changes are necessary, such changes will be made  
2           through voluntary moves to the extent possible (e.g., staff trades and  
3           extra shifts). If attempts to balance the schedule through voluntary  
4           moves are unsuccessful, mandatory moves will be made in reverse  
5           seniority order within each shift group.

6  
7           c. The parties agree that additional guidelines for schedule changes  
8           should be developed and maintained in a collaborative manner at  
9           Task Force. Such efforts will include development of a mechanism to  
10          identify the quantity and frequency of short-term schedule changes  
11          and the establishment of a threshold to rebalance schedules. These  
12          guidelines for schedule changes will be made available on the House-  
13          Wide Staffing Committee website.

14  
15       7. Unit Based Scheduling.

16          a. The Medical Center and the Association support self-scheduling as it  
17          offers nursing staff the opportunity to be autonomous and in charge of  
18          their work schedules, promoting accountability and responsibility that  
19          lead to job satisfaction and personal growth.

20  
21          b. The Medical Center and Association will allow unit-based staff  
22          scheduling for any unit that has a consensus of the unit's Registered  
23          nurses for this practice.

24  
25          c. A Registered nurse or team of Registered nurses from the unit will  
26          take and maintain responsibility for assigning RNs into the unit's core  
27          schedule according to the provisions of this agreement.

1           d. Units making use of this provision will determine their scheduling  
2           process, and assignment of the RNs into the core schedule will be a  
3           fair and equitable process. This process will have been agreed upon  
4           by members of the unit and approved by Task Force. If an RN has a  
5           concern about the scheduling process that has not been adequately  
6           addressed on the unit level, that RN may raise the issue with Task  
7           Force.

8  
9           e. After the Registered nurse or team of Registered nurses schedule  
10          themselves, the manager will ensure the schedule is balanced or will  
11          make changes to balance the schedule.

12  
13          f. The Association agrees that the Registered nurse manager for such  
14          units has final approval for each monthly schedule in a manner that is  
15          not arbitrary or capricious.

16  
17   **H. Weekend Schedules.** - It is the policy of the Medical Center to schedule those  
18   Registered nurses who so desire every other weekend off. If the schedule on a  
19   unit allows for additional weekends off, preference will be given to Registered  
20   nurses with more than twenty (20) years of service with the Medical Center on  
21   a rotating basis, starting with the most senior Registered nurse. With the  
22   exception of those Registered nurses who have agreed to work schedules  
23   calling for consecutive weekend work and those who express a desire to work  
24   consecutive weekends when work is available, all other Registered nurses who  
25   are required to work one or more shifts on consecutive weekends will be paid  
26   for work performed on their scheduled weekend off at one and one-half (1½)  
27   times their regular straight-time hourly rate for all such hours, worked. For  
28   purposes of consecutive weekend overtime, a weekend is defined as 7:00 pm on  
29   Friday through 6:59 pm on Sunday, except where units have a previously  
30   established practice for weekend hours. Registered nurses who have  
31   volunteered to work consecutive weekends may withdraw such authorization

1 by notifying unit management three (3) weeks prior to the posting date for the  
2 subsequent schedule in which the change would take effect. Working  
3 consecutive weekends will not be a condition of employment, except for part-  
4 time Registered nurses who are hired into positions requiring weekend work.

5  
6 **I. Effect of Low Census.** - Regular full-time and regularly scheduled part-time  
7 nurses shall not suffer the loss of any fringe benefits as a result of not working  
8 one of their scheduled working days at the request of the Medical Center.

9  
10 **J. Notice and Report Pay.** - Registered nurses who are scheduled to report for  
11 work and who are permitted to come to work without receiving prior notice that  
12 no work is available in their regular assignments shall perform any nursing  
13 work to which they may be assigned.

14 1. When the Medical Center is unable to utilize such Registered nurse and the  
15 reason for lack of work is within the control of the Medical Center, the  
16 Registered nurse shall be paid an amount equivalent to four (4) hours times  
17 the straight-time hourly rate plus applicable shift differential; provided,  
18 however, that a Registered nurse who was scheduled to work less than four  
19 (4) hours on such day shall be paid for his/her regularly scheduled number  
20 of hours of work for reporting and not working through no fault of his/her  
21 own.

22  
23 2. The provisions of this Section shall not apply if the lack of work is not within  
24 the control of the Medical Center or if the Medical Center makes a  
25 reasonable effort to notify the Registered nurse by telephone not to report  
26 for work at least two (2) hours before his/her scheduled time to work.

3. It shall be the responsibility of the nurse to notify the Medical Center of his/her current address and telephone number. Failure to do so shall preclude the Medical Center from the notification requirements and the payment of the above minimum guarantee.

4. In the event of a lack of work as determined by leadership, the Registered nurse may request to waive the four (4) -hour requirement and, if approved, may use PTO or unpaid time for the four (4)-hour time period.

**K. Requests Off After Working Certain Hours.** - A Registered nurse may enact a ten (10)-hour rest period in accordance with Oregon's staffing law. In those situations, the Registered nurse may choose to use or not to use accrued vacation/PTO to fulfill missed hours up to their FTE.

**L. Changing.** - Registered nurses in Surgical Services and in Operating Suites within units who are required to change at the Medical Center into Medical Center-required clothing will be permitted five (5) minutes at the beginning and end of each shift to change such clothing.

**M. Required Scheduled Standby.** - Nursing units with required scheduled standby will develop unit guidelines regarding the scheduling and assignment of standby time to be included in their staffing plan. The following nursing units have required scheduled standby:

Cardiovascular Operating Room (CVOR)	Medical Procedures Unit (MPU)
Catheterization Lab (CVL)	Post Anesthesia Care Unit (PACU)
Hemodialysis (ADU)	Pediatrics Operating Room
Main Operating Room	Short Stay Surgical Unit (SSU)
Surgical Services Ophthalmology (Outpatient Eye Surgery)	

1. The unit guidelines will include an estimated range of required standby hours or shifts, if any, per Registered nurse per posted cycle. Required standby hours will not exceed fifty-two (52) hours per four (4) week schedule except where modified in Appendix A.D. The guidelines for each unit will be made available to the Registered nurses in the unit as well as to any Registered nurse who applies for a position in that unit. The Medical Center will, upon request or upon a change, provide the Association with the guidelines.
2. Registered nurses whose units are closed on a holiday and who are covering standby for such holiday will not be required to use PTO/vacation for those hours on standby.
3. The units set forth in Section M (*Required Scheduled Standby*) above are subject to required scheduled standby. The Medical Center will notify the Association before establishing a standby requirement in a unit where standby is not currently required and will bargain upon request.
4. The Medical Center will notify the Association before changing the standby guidelines in a unit to increase the range of required standby hours and will bargain upon request. This does not include an increase in the range of required standby hours or shifts due to an absent Registered nurse or Registered nurses who are not replaced on the work schedule (e.g. leave of absence) for no more than three (3) posted standby scheduling periods.

## ARTICLE 6 – HOLIDAYS

This Article is applicable only to Registered nurses who still participate in the grandfathered vacation/sick leave program. Holidays for nurses on the PTO plan are covered in Article 3-B, F .

**A. Recognized Holidays.** - The following holidays will be granted, subject to the provisions of this Article, to regular full-time Registered nurses with eight (8) hours' pay at the nurse's regular rate of pay: New Year's Day, Martin Luther King Jr, Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

1. If an observed holiday occurs on a Saturday or Sunday, registered nurses in departments that are regularly scheduled only Monday through Friday and/or in surgical Services or procedural units will observe the holiday on the Friday or Monday that is closest to the holiday.

**B. Floating Holidays.** - Three (3) floating holidays will be granted in each calendar year, subject to the provisions of this Article, to regular full-time Registered nurses with eight (8) hours' pay, which hours may be used in four (4) hour increments to back-fill a shift when the Registered nurse has attended a conference, meeting, or mandatory education event, at the nurse's regular rate of pay.

1. Requests for floating holiday time off must be made at least three (3) weeks prior to the posting of the schedule for the period in which the time off is desired, except for unexpected illness of immediate family members living in the nurse's household. In such emergencies, the request must be made as soon before the time off as possible.

2. If a Registered nurse is entitled to a floating holiday(s) but has not taken or scheduled such holiday(s) by the time of the posting of the last schedule covering December, the Registered nurse will be paid holiday pay but will not receive time off for such unused floating holiday(s).

1     **C. Holiday Pay.**

2             1. Full-time Registered nurses.

3                 a. When a regular full-time Registered nurse is required to work on one  
4                     (1) of the holidays set forth in paragraph A above, they shall be paid  
5                     at the rate of one and a half (1 ½) times their regular straight- time  
6                     rate and will either have a compensating day off within thirty (30)  
7                     days or one (1) additional day's pay in lieu of a compensating day off  
8                     at the option of the Medical Center, taking into consideration the  
9                     request of the nurse.

10  
11                b. If one (1) of the above holidays falls on a regular full-time Registered  
12                    nurse's day off, they will either receive their holiday pay or have a  
13                    compensating day off within thirty (30) days at the option of the  
14                    Medical Center, taking into consideration the request of the nurse.

15  
16                c. A regular Registered nurse who is regularly scheduled for an  
17                    average of seventy-two (72) hours per pay period shall be treated as  
18                    a regular full-time nurse under this Article.

19  
20             2. Part-time Registered nurses.

21                 a. If a regular part-time Registered nurse works on one (1) of the  
22                     holidays set forth in paragraph A above, they will be paid for all  
23                     time worked on said holiday at two (2) times their regular straight-  
24                     time hourly rate of pay.



b. Regular part-time Registered nurses who are regularly scheduled for at least forty (40) hours in a pay period shall receive pro rata holiday pay (including for floating holidays) if not scheduled to work, on the basis of one-tenth (1/10<sup>th</sup>) of an hour of holiday pay for each regularly scheduled hour of work, not to exceed eight (8) hours of holiday pay.

3. Resource Nurses.

a. If a resource nurse works on one (1) of the holidays set forth in paragraph A above, they will be paid for all time worked on said holiday at one and one-half (1 ½) times their regular straight-time hourly rate of pay.

**D. Holiday During Vacation.** - If a holiday falls within a nurse's vacation, they will receive their holiday pay as provided in paragraph A or B above in addition to their vacation pay.

**E. Holiday While Sick or on Leave.** - Holidays will not be paid during the periods of sick leave, leaves of absence, or layoff.

**F. Rotation.** - The Medical Center shall attempt to rotate holiday work. Units may develop guidelines that provide for the fair and just rotation of the scheduling of shifts on holidays. The parties agree to respect such unit-based guidelines, even if they are not seniority-based.

## ARTICLE 7 – EMPLOYMENT STATUS

**A. Management Rights.** - It is agreed that the operation of the Medical Center and the direction of the employees, including the making and enforcing of rules to assure orderly, safe and efficient operation, the right to hire, to transfer, to promote, to demote and to lay off for lack of work are rights (the above listing is not all inclusive but indicates the types of matters which belong to or are inherent to management) vested exclusively in the Medical Center and are subject to its sole discretion except as abridged by this Agreement.

**B. Introductory Period.** - A Registered nurse employed by the Medical Center shall not become a regular employee and shall remain an introductory employee until they have been continuously employed for a period of one-hundred and eighty (180) calendar days. However, the Medical Center may extend, in writing, an introductory period should additional time be necessary to evaluate a Registered nurse's competency/performance.

**C. Cause for Discipline.** - The Medical Center shall have the right to discipline, suspend or terminate Registered nurses for proper cause. A regular full-time, part-time or resource Registered nurse who feels they have been suspended, disciplined, or terminated without proper cause may present a grievance for consideration under the grievance procedure.

**D. Discipline/Corrective Action.**

1. Investigatory Meetings under the *Weingarten* rule. A Registered nurse has the right to request a representative of the Association be present for an interview by the Medical Center as part of an investigation that might lead to discipline.

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

10  
11       3. Removal of Materials. After two (2) years, if no further disciplinary action for  
12       the same infraction is applied, the employee may submit a written request  
13       seeking that written disciplinary notices be removed from their file. For  
14       discipline based on documented instances of actual patient harm, significant  
15       theft, conduct threatening or endangering the safety of others in the  
16       workplace, or discrimination, harassment or assault/violence against  
17       another person, any removal of material from the personnel file shall be at  
18       the sole discretion of the Chief Nursing Officer and Human Resources  
19       Directors, which shall not be unreasonably withheld. The Medical Center  
20       may keep a copy of otherwise removed disciplinary notices on inactive  
21       discipline section of the nurse's personnel file.

22  
23       **E. Individual Development/Work Plans.**

24       1. Development plans or work plans are not disciplinary actions. The goal of  
25       a work plan is to provide a tool to enable a Registered nurse to develop  
26       skills and/or improve performance.

1           2. Work plans will outline job requirements, performance expectations, and  
2           objectives. The Medical Center will seek input from a Registered nurse in  
3           the development of a plan, but the parties acknowledge that the Medical  
4           Center has the right to determine when to implement a plan and to  
5           decide on the terms set forth in the development or work plan.

6  
7           3. If a plan is in place and there is a significant change in circumstances  
8           (e.g., significant change in workload or assignment), the Registered  
9           nurse may request an adjustment to the plan to address the changed  
10          circumstances.

11  
12          4. A work plan will only be referenced in a later corrective action within a one  
13          (1) year period after completion of the work plan.

14  
15   **F. Reports to the Oregon State Board of Nursing.** - Under normal  
16   circumstances, the Medical Center will make a reasonable effort to inform a  
17   Registered nurse if the Medical Center is making an official report of the  
18   Registered nurse to the Board. Any action taken by the Medical Center will not  
19   be impacted by the Medical Center's ability to inform a Registered nurse of a  
20   report to the Oregon State Board of Nursing.

21  
22   **G. Access to Human Resource Files.** - A Registered nurse may review the  
23   contents of their Human Resource file upon request, in accordance with ORS  
24   652.750.

1 **H. FTE Change.** - An RN may request an FTE increase or reduction of .1 or .15  
2 from their Nursing manager one time each rolling twelve months. The Nursing  
3 manager may approve or decline this request at their discretion, based on  
4 business needs. If approved, there will be no posting requirement. No RN will be  
5 allowed this option more than one time in a rolling twelve-month period. It is the  
6 RN's responsibility to understand any potential benefit and/or PTO accrual  
7 impact(s) to this change.

8  
9 **I. Attendance.** - The parties acknowledge the importance of Registered nurses  
10 arriving to work on time and that reliable attendance is critical to ensuring care  
11 for the Medical Center's patients and for good teamwork in the department.  
12 Registered nurses are expected not to exceed five (5) occurrences of  
13 unscheduled, unapproved absences or tardy events in a rolling twelve (12)  
14 month period. Absences protected by state and/or federal law are not counted as  
15 unscheduled/unapproved absences in conjunction with the Medical Center's  
16 attendance policy. Any unscheduled absence that is the result of a communicable  
17 disease as diagnosed by any licensed independent practitioner or a test  
18 confirmed by Caregiver Health Services (i.e., positive COVID test) will not be  
19 considered an occurrence.

20  
21 **J. Notice of Resignation.** - Registered nurses are encouraged to give as much  
22 advance notice of resignation as possible to facilitate posting and recruitment  
23 such that resignations do not negatively impact unit staffing. All Registered  
24 nurses shall give the Medical Center no less than two (2) weeks' written notice of  
25 an intended resignation. A failure to give such notice shall result in a forfeiture of  
26 any unpaid PTO/vacation compensation. The Medical Center will give  
27 consideration to situations that would make lack of notice by a nurse excusable.

1 **K. Notice of Termination.** - The Medical Center shall give regular full-time, part-  
2 time or resource nurses two (2) weeks' notice of the termination of their  
3 employment or, if less notice is given, then the number of working days within  
4 such period for which notice has not been given shall be paid the Registered  
5 nurse at their regular rate of pay. However, no such advance notice or pay in lieu  
6 thereof shall be required for Registered nurses who are terminated for violation  
7 of professional nursing ethics or terminated for cause.

8

9 **L. Exit Interview.** - A Registered nurse shall, if they so request, be granted an  
10 interview upon the termination of their employment.

## ARTICLE 8 – FLOATING

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

**B. Float Assignments.** - Registered nurses shall be floated only to work environments for which they have been oriented. For purposes of this Section, “oriented” means that the Registered nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. Orientation will occur before the Registered nurse assumes patient care duties. All Registered nurses floating will receive orientation or training appropriate to the assignment and will be assigned a resource person from the unit’s primary staff for clinical guidance as needed. In consultation with the Registered nurse, the manager will schedule orientation/training of a Registered nurse prior to floating. Length of orientation will be dependent on the nurse’s previous experience and familiarity to the nursing unit to which such nurse is being floated and patient population to which such nurse will be assigned.

Each unit will develop its own written orientation guidelines with Registered nurse input for Registered nurses who float into their unit. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the Registered nurse on the unit.

1 **C. Floating Requirements.**

2 1. Registered nurses will not be required to float more than once per shift.

3 Registered nurses will generally be floated on a rotational basis, unless the  
4 charge Registered nurse determines that the skill mix of the unit or the  
5 patient warrant a change in the rotation. The Medical Center will make a  
6 good-faith effort not to float a Registered nurse out of his/her unit when  
7 another nurse has floated into the unit on the same shift, unless such floating  
8 is required due to the expertise of the Registered nurse or in order to meet  
9 patient care needs.

10  
11 2. Medical Center Floating Structure: in national, state and or/internal  
12 disaster/crisis situations (i.e., adverse weather conditions, pandemic)  
13 Registered nurses shall not be required to float outside their cluster. Cluster  
14 areas are defined as follows:

- 15 a. Acute Care (including, CDU, Inpatient Behavioral Health, IMCU, and  
16 ED borders)  
17 b. Critical Care  
18 c. Emergency Services  
19 d. Surgical Services (including IRU)  
20 e. Maternal Child Division

21  
22 This Section excludes Registered nurses hired into the Medical/Surgical float  
23 pools.

24  
25 3. Before registered nurses are required to take low census, the Medical  
26 Center will make a good faith effort to offer any known opportunities at the  
27 time of low census to float outside of their cluster voluntarily.



- 1        4. Unit-based RNs: Unit-based Registered nurses will only be required to float
- 2        for RN assignments (e.g., modified assignments/flex RN/primary). Unit-
- 3        based RNs may volunteer to work in non-RN assignments (e.g. monitor
- 4        tech, safety attendant, sitter).

## ARTICLE 9 – LEAVES OF ABSENCE

**A. Request for Leave.** - Leaves of absence may be granted at the option of the Medical Center for good cause shown when applied for in writing in advance. Leaves of absence will be granted only in writing. Requests for leaves of absence should be submitted in advance of requested leave date to the greatest extent possible. The Medical Center will respond within two (2) weeks of receipt of request. Except as specified otherwise in this Article, leaves of absence will be unpaid only after the nurse has exhausted all vacation, sick leave, PTO, EIT and floating holidays, as applicable, that they are eligible to take.

**B. Return from Leave.** - Except as set forth in Section (H) below, nurses who return from leaves of absence of three (3) months or less shall be restored to their former shift and assignment. Nurses who return from a leave of absence exceeding three (3) months but less than six (6) months shall be returned to a position on their unit.

**C. Family and Medical Leave.** - Family and medical (including parental and pregnancy) leaves of absence will be administered by the Medical Center consistent with applicable federal and Oregon law.

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

**E. Bereavement Leave.** - The Association and the Medical Center agree on the importance of time for grieving when a family member dies. To honor this, a regular full or part-time nurse who has a death in his/her family will be granted three (3) days off with pay at the time of each death. For purposes of this Section, family shall be defined as parent, mother-in-law, father-in-law, spouse,

1 child (including a foster child then residing with the nurse or spouse's child),  
2 daughter-in-law or son-in-law, grandparent, grandchild, sister or brother, sister-  
3 in-law or brother-in-law, or other person whose association with the nurse was, at  
4 the time of death, equivalent to any of these relationships. Nurses are  
5 encouraged to be mindful of Oregon's leave protections under the Oregon  
6 Family Leave Act (OFLA) and Oregon Sick Time Law in the event that the death  
7 of a family member as described herein requires a nurse to travel long distances.

8  
9 Out of respect for the needs of the person and the Medical Center, requested  
10 time off shall be identified and scheduled with the manager as soon as  
11 arrangements are known. Further, all parties agree that this bereavement leave  
12 is intended for family members as defined above. Nurses may request other  
13 leave for close friends or co-workers, and Medical Center will seek to  
14 accommodate such requests.

15  
16 **F. Jury Duty Leave.** - A nurse who is required to perform jury duty will be permitted  
17 the necessary time off to perform such service and will be paid the difference  
18 between their regular straight-time pay for the scheduled workdays they missed  
19 and the jury pay received, provided that they have made arrangements with their  
20 supervisor in advance. The nurse must furnish a signed statement from a  
21 responsible officer of the court as proof of jury service and jury duty pay  
22 received. A nurse must report for work if their jury service ends on any day in  
23 time to permit at least four (4) hours' work in the balance of their normal workday.

24  
25 **G. Witness Leave.** - Nurses who are requested by the Medical Center to appear as  
26 a witness in a court case during their normal time off duty will be compensated  
27 for the time spent in connection with such an appearance in accordance with this  
28 Agreement.

1   **H. Other Leaves Without Pay (Non-Medical).**

2       1. Other non-medical leaves of absence without pay may be granted to regular  
3       nurses, who have been continuously employed for at least six (6) months, at  
4       the option of the Medical Center. Requests for such leave will be made in  
5       writing, to the nurse's manager. Leaves of absence will be approved in  
6       writing. However, a nurse will be deemed to be on a leave of absence from  
7       the beginning of any approved period of unpaid absence, other than layoff,  
8       regardless of the completion of paperwork under this Section.

9  
10      2. Such leaves of absence will be unpaid only after the nurse has exhausted all  
11      vacation, PTO and floating holidays, as applicable, that they are eligible to  
12      take. However, the Medical Center will make good faith efforts to allow  
13      nurses to take unpaid leaves of absence to participate in Providence medical  
14      missions.

15  
16      3. The Medical Center will make its decisions whether to grant or deny a  
17      request for leave based on its need to grant requests for PTO, education  
18      days and other required leaves of absence as well as the ability of the  
19      Medical Center to replace the nurse for the duration of the leave, including  
20      such factors as impact on other nurses, cost to the medical center, and  
21      impact on patient care. The Medical Center may also consider, in  
22      consultation with the nurse, whether the nurse expects to return to his/their  
23      same position, department, shift and schedule. The Medical Center may also  
24      consider whether it is feasible to post and fill a temporary position to cover for  
25      the nurse during the leave.

1       4. Ordinarily, a nurse returning from an approved non-medical leave of absence  
2       will be returned to his or her same position, department, shift and schedule.  
3       However, if a nurse would otherwise be denied a leave request, the nurse  
4       may elect to waive the right to return to the same position, department, shift  
5       and/or schedule.

6

7       5. Upon granting any non-medical leave of absence, the Medical Center will  
8       provide the nurse a letter outlining the conditions and impact of the leave,  
9       including the nurse's: (a) ability to return to the same position, department,  
10      shift and/or schedule; (b) benefits; and (c) seniority. The nurse will, before  
11      beginning the leave, confirm his or her acceptance of those terms by  
12      returning to the Medical Center a copy of that letter signed by the nurse. The  
13      Medical Center will provide a copy of the signed letter to the Association.

14

15    I. **Benefits While on Leave.** - A nurse will not lose previously accrued benefits as  
16    provided in this Agreement but will not accrue additional benefits during the term  
17    of a properly authorized leave of absence.

**ARTICLE 10 – PROFESSIONAL COMPENSATION**

1

2

3 Nurses shall be compensated in accordance with the salary schedule attached to  
4 this Agreement marked Appendix A, which shall be considered part of this  
5 Agreement.

## ARTICLE 11 – HEALTH AND WELFARE

### A. Tests and Lab Exams.

1. The Medical Center shall arrange to provide a tuberculin test, and chest x-ray when indicated by the tuberculin test, at no cost to the nurse. This test shall be done at the beginning of employment, when indicated by exposure or upon annual request of the nurse. For those nurses who request it within six (6) weeks before their anniversary date of employment, the Medical Center will provide annual complete blood count and sedimentation rate determination and urinalysis at no cost to the nurse. A nurse, upon request, will be furnished a copy of the results of the aforementioned tests.

2. Laboratory examinations, when indicated because of exposure to communicable diseases, shall be provided by the Medical Center without cost to the nurse.

**B. Long-Term Disability/Life Insurance.** - The Medical Center will provide Long Term Disability and Group Life Insurance programs on the same terms as provided to a majority of the Medical Center's other employees.

### C. Providence Health Insurance Program.

1. Each full-time nurse and part-time nurse regularly scheduled to work an average of at least twenty (20) hours per week will participate in the Providence Health Insurance program offered to a majority of the Medical Center's other employees, in accordance with its terms. From the Providence benefits program, the nurse will select a medical coverage and, at the nurse's option, coverage from among the following Providence benefits: (1) dental coverage, (2) supplemental life insurance, (3) voluntary accidental death and dismemberment insurance, (4) dependent life insurance, (5) health care

reimbursement account, (6) day care reimbursement account, and (7) vision care insurance. The Medical Center will offer all such benefits directly or through insurance carriers selected by the Plan.

2. Medical/Dental/Vision Insurance eligibility.

a. Full time. - Any nurse who is regularly scheduled to work at least thirty (30) hours per week or sixty (60) hours in a fourteen (14) day pay period (.75 FTE or greater) will be considered full-time for the purpose of medical, dental and vision insurance benefits.

b. Part time. - Any nurse who is regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours per week, or at least forty (40) hours but less than sixty (60) hours in a fourteen (14) day pay period (.50 FTE to 0.74 FTE) will be considered part-time for the purpose of medical, dental and vision insurance benefits.

c. The Medical Center will comply with the provisions of the Affordable Care Act (ACA) which requires employers to offer medical insurance to employees who qualify by working a certain number of hours over a particular measurement period. The Medical Center will offer such medical insurance to such qualifying nurses on the same basis that it does the majority of the Medical Center's qualifying non-represented employees.

**D. Medical Insurance.** - Nurses will participate in the Medical Center's medical insurance plan(s), as offered to the majority of the Medical Center's non-represented employees; notwithstanding the foregoing, for 2023, the Medical Center will maintain the following plan features as they were in 2025: (1) amount of net deductible (defined as each nurse's deductible based on coverage choice minus any Health Reimbursement Account contributions from the Medical Center), (2) the percentage of employee premium contribution; and (3) the out of pocket maximum. In 2025, medical plan premiums shall not increase by more



1 than seven percent (7%) on a blended average basis, meaning for some  
2 categories the increases may be greater than seven percent (7%) and others  
3 less than seven percent (7%). In 2026, medical plan premiums shall not increase  
4 by more than eight percent (8%) on a blended average basis, meaning for some  
5 categories the increases may be greater than eight percent (8%) and others less  
6 than eight percent (8%).

7  
8 **E. Payroll Deduction.** - The nurse will pay, by payroll deduction (over twenty-six  
9 (26) pay periods) unless some other payment procedure is agreed to by the  
10 nurse and the Medical Center, the cost of the employee contribution for the  
11 Providence Health Insurance benefits selected.

12  
13 **F. Plan Information.** - Information for the plans specified in Section C will be  
14 available on the HR Service Portal or other electronic distribution mechanisms, in  
15 addition to other distribution mechanisms that the Medical Center may use.  
16 Further assistance regarding the plans will be available to nurses by calling the  
17 Benefits Service Center.

18  
19 **G. Compliance with the Affordable Care Act.** - The parties acknowledge that the  
20 Medical Center may be required by law to make changes to its medical plan  
21 design to comply with the Affordable Care Act or other applicable law or  
22 regulation. The parties agree that the Medical Center does not have an obligation  
23 to bargain over such changes. The Association may request interim bargaining  
24 over the impact of such changes and the employer would be obligated to bargain  
25 in good faith over the impact of such changes.

## ARTICLE 12 – RETIREMENT

**A.** Registered nurses will participate in the Medical Center's plans in accordance with their terms.

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

1. The Core Plan (as frozen);
2. The 403(b) Value Plan (as frozen);
3. The 401(k) plan; and
4. The 457(b) plan.

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

**D.** The Medical Center may from time to time amend the terms of the plans described in this Article, except (1) as limited by C above and (2) that coverage of nurses under B above shall correspond with the terms of coverage applicable to a majority of Medical Center employees.

## ARTICLE 13 – ASSOCIATION BUSINESS

**A. Representatives.** - Duly authorized representatives of Association shall be permitted to enter the facilities operated by the Medical Center for purposes of transacting Association business and observing conditions under which Registered nurses are employed. Transaction of any business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

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

**C. New Nurse Orientation.** - The Medical Center will provide thirty (30) minutes during new hire general nursing orientation for a bargaining unit Registered nurse designated by Association to discuss contract negotiation and administration matters with new hire Registered nurses. In the event a Registered nurse is not available or needs assistance, ONA may send an ONA-employed representative after having first informed the Medical Center at least twenty-four (24) hours in advance. The Medical Center will notify Association or its designee of the date and time for this purpose, at least two (2) weeks in advance. The bargaining unit Registered nurse designated by Association will be released by the Medical Center and paid at the Registered nurse's regular hourly rate for time spent participating in orientation.

**D. Information to the Association.** - The Medical Center will furnish to the Association each January, April, July, and October, by electronic means, a list of all bargaining unit Registered nurses covered by this Agreement with their full names, email and home addresses if available (street name and number, city,

1 state and zip code), listed telephone numbers, status (full-time, part-time or  
2 resource), assigned shift, units, FTE and hire dates. Every month the Medical  
3 Center will furnish to the Association by electronic means a list of all Registered  
4 nurses who during the preceding month have terminated employment with the  
5 Medical Center, transferred out of the bargaining unit, or who have been hired  
6 into the bargaining unit, including their names, email and home addresses if  
7 available (street name and number, city, state and zip code), listed telephone  
8 numbers, units, and hire, termination or transfer dates. The Association may  
9 request additional information relevant to this Agreement and its application, as  
10 needed, in accordance with the National Labor Relations Act.

11  
12 **E. Introductory Meeting for Managers.** - The Medical Center and the Association  
13 may schedule a meeting for associate managers, managers, directors and chief  
14 nursing officers who are new to their leadership role to meet with the Association  
15 representative and a member of the Human Resources team. The purpose of the  
16 meeting is to provide information as to this Agreement, the role of the  
17 Association, and to discuss ways to collaborate and build relationships. If a  
18 Registered nurse attends the meeting, one (1) Registered nurse will be entitled  
19 to up to one (1) hour of pay at his/her straight-time hourly rate (which should be  
20 coded as “meeting time”) and that Registered nurse will inform nursing  
21 administration that the Registered nurse attended the meeting.

22  
23 **F. Contract Training.** - Joint Association and Medical Center trainings will be  
24 conducted for interested Registered nurses, regarding changes to Agreement  
25 and areas where the parties agree there are many questions. The training will be  
26 jointly designed and provided by the Association and Medical Center Human  
27 Resources. The training will be held a minimum of four times, (twice within ninety  
28 (90) days of ratification of this Agreement, and twice more within ninety (90) days  
29 of the one (1)-year anniversary of this Agreement) in order to reach interested  
30 parties on different units and shifts. The training will be scheduled for a time not  
31 to exceed ninety (90) minutes unless the parties agree otherwise. Trainings will  
32 include new contract changes, new or emerging issues, *Weingarten* rights,  
33 information available to staff, personnel and grievance practices, and seniority,

1 job posting and hiring provisions. All Registered nurses who attend the training  
2 will be paid for the time attending such training (which will be designated as  
3 “meeting time”). All charge and relief charge Registered nurses are encouraged  
4 to attend at least one training each year.

5  
6 **G. Negotiating Team Schedules.** - The parties commit to the importance of  
7 participation of Registered nurses in contract negotiations. The members of the  
8 Association negotiating team will work with their managers to make good faith  
9 attempts to adjust their schedules to accommodate negotiations, including  
10 arranging for schedule trades. If they are unsuccessful, the Medical Center  
11 agrees it will release up to eight (8) members of the negotiating team from  
12 scheduled shifts to attend negotiation sessions, and for the first twelve (12)  
13 bargaining sessions of each contract, without loss of pay, unless urgent patient  
14 care needs or operation needs arise in which case the Medical Center will notify  
15 the Association and the nurse of the emergent need to reschedule bargaining.  
16 The parties will promptly discuss the issue to strive to mutually reach a solution  
17 to better ensure Registered nurses are included in scheduled negotiations.

## ARTICLE 14 – PROFESSIONAL DEVELOPMENT

**A. Evaluations.** - The Medical Center shall conduct performance and development conversations with each Registered nurse covered by this Agreement not less than once (1) per year.

**B. In-Service Education.** - The Medical Center agrees to maintain a continuing in-service education program for all Registered nurses covered by this Agreement. In the event a Registered nurse is required by the Medical Center to attend in-service education functions outside their normal shift, their hours of attendance will be treated as hours worked.

**C. Educational Leave.** - Each regular full-time or part-time Registered nurse shall be entitled to take sixteen (16) hours of paid educational leave each year. Each resource nurse shall be entitled to take eight (8) hours of paid educational leave each year, provided the resource nurse has worked at least eight hundred (800) hours in the immediately preceding calendar year. Educational leave shall be for courses of benefit to the Registered nurse and the Medical Center, and is not to be used for tuition costs when a nurse is furthering their education (i.e., BSN, Master's program).

1. Educational leave may not be carried over from one (1) year to the next.

2. At the time the leave is approved, the Registered nurse and the manager will agree on a format and/or process for the purpose of sharing the contents of the educational program, upon return from the leave.

3. The Medical Center may grant more extended educational leave in cases it deems appropriate.

1 4. For any education time, the Registered nurse will apply in advance to the  
2 appropriate nurse manager or designee for approval prior to the requested  
3 time. Requests must be submitted as soon as reasonably possible, and no  
4 later than three (3) weeks before the requested time off. The requested time  
5 off should match the amount of continuing education (CE) credits. For partial  
6 day educational leave, a nurse will work with their leader to determine if they  
7 will be required to work part of their shift or if they will take PTO/vacation to  
8 be paid for the remainder of the shift or elect to receive unpaid time.  
9 Approval of educational leave requests will not be unreasonably withheld.

10  
11 5. Prior to nationally recognized nursing conferences or conferences for which  
12 there is a high demand, including Medical Center annual conferences, the  
13 Medical Center will make good faith efforts to find additional coverage in the  
14 units for which such conferences are relevant to allow additional Registered  
15 nurses the time off needed to attend.

16  
17 **D. Education Fund.** - The Medical Center will provide up to one-hundred and  
18 seventy-five thousand dollars (\$175,000) in each calendar year of the contract,  
19 for assistance for regular full-time, part-time and resource nurses in meeting  
20 registration fees and required materials. For in-person/off-site travel for  
21 educational courses, reasonable travel, lodging, meals, and/or parking will be  
22 reimbursed in accordance with organizational standards for business travel. A  
23 regular status Registered nurse will be eligible for up to four-hundred and  
24 seventy-five dollars (\$475) per calendar year from the above annual amount. A  
25 resource nurse will be eligible for up to two-hundred and twenty-five dollars  
26 (\$225) per calendar year from the above annual amount, if the nurse has worked  
27 at least eight hundred (800) hours in the immediately preceding calendar year.

28 a. Registered nurses must apply to Nursing Administration, via the online  
29 tool for continuing education, reimbursement and certification resources,  
30 in advance of any educational course.

1           b. At the time of the online request, the Registered nurse will verify the  
2           date of the education and request the time off in Kronos.

3  
4           c. The Registered nurse will be notified whether the request is approved or  
5           denied prior to the course.

6  
7           d. Payment up to the Registered nurse's eligibility amount will be made to  
8           the Registered nurse after completion of the course if the Registered  
9           nurse submits the required materials within sixty (60) days immediately  
10          following the completion of the course, and within the same calendar  
11          year. Required materials include certification of attendance, and  
12          itemized receipts. Failure to make such timely request will result in the  
13          assistance not being paid to that Registered nurse, and the amount will  
14          then be available for reimbursement to other eligible Registered nurses.  
15          The Medical Center may, in its discretion, provide such additional sums  
16          as it deems appropriate.

17  
18          e. At the end of a calendar year, any funds remaining unpaid from the  
19          above annual amount will be prorated and paid to Registered nurses  
20          who applied for and would have received further assistance if there had  
21          been no maximum annual amount per Registered nurse. No Registered  
22          nurse will receive payments under this paragraph in excess of the  
23          Registered nurse's actual expenses.

24  
25   **E. Tuition Reimbursement.** - Registered nurses are eligible to receive tuition  
26    reimbursement per calendar year, in accordance with the terms of Medical  
27    Center policy.



1 A full-time Registered nurse who meets eligibility requirements may receive up to  
2 five-thousand two hundred and fifty dollars (\$5,250) per calendar year. A part-  
3 time Registered nurse may receive up to two-thousand six-hundred and twenty-  
4 five dollars (\$2,625) per calendar year. The Medical Center recognizes its  
5 obligation to negotiate monetary and eligibility changes to tuition reimbursement  
6 benefits.

7  
8 **F. Remote Work.** - Nurses may attend meetings or complete required education  
9 remotely after approval from their unit leader, subject to the following  
10 considerations and requirements:

- 11 • Nurses must obtain pre-approval from their unit leaders, including an  
12 evaluation on whether the remote meeting attendance or education is  
13 likely to create an overtime situation. Every effort will be made to avoid  
14 an overtime situation.
- 15 • Nurses who attend meetings remotely must actively participate and  
16 will be paid for the actual meeting time.
  - 17 ○ Meeting facilitator will maintain a record of attendance.
  - 18 ○ Active participation is defined as being engaged in the meeting  
19 –i.e., speaking up and responding to dialogue when  
20 appropriate.
  - 21 ○ Educational modules should be completed on campus  
22 whenever possible, as determined by the leader, particularly in  
23 times of low volumes instead of leaving campus as a result of  
24 low census.
  - 25 ○ Nurses will strive to complete educational modules in the  
26 amount of time published as the average for said module. If the  
27 nurse determines that completion will take longer, the nurse  
28 must notify their leader in advance.
  - 29 ○ Nurses must document all work time.

- 1                   ○ Leadership has the discretion to determine that remote  
2                   participation is not an option for any given meeting, based on  
3                   the nature of the meeting (i.e., charge nurse meetings.)
- 4                   ○ Leadership may require a specified number of nurses on-site  
5                   for a particular meeting, with the remaining attending via MS  
6                   Teams. For recurring meetings, the leader may rotate the  
7                   nurses between on-site and remote attendance in an equitable  
8                   manner, subject to role and/or skillset considerations.

## ARTICLE 15 – TASK FORCE

**A. Purpose.** - The parties reiterate their mutual commitment to quality patient care.

In a joint effort to assure optimal nursing care and maintain professional standards, a Task Force shall be established to examine nursing practice and staffing issues, including patient load, patient assignment, classification/acuity system, orientation, utilization of temporary nurses and resource, float pool, “short-hour” nurses, career ladder and clustering of units.

**B. Membership.** - Association shall appoint up to eight (8) members to the Task Force, at least seven (7) of whom shall be employed by the Medical Center. The Medical Center may designate up to eight members of leadership, one of whom will be the Chief Nursing Officer, as its members of the Task Force.

**C. Meetings.** - The Task Force shall meet at least once (1) a month to accomplish its assignment. Up to eight (8) nurse members shall be paid up to one and one-half (1 ½) hours per month for attendance at Task Force meetings.

**D. Agreement.** - If after exploring alternatives mutual agreement upon a solution acceptable to the Task Force is reached, such will be implemented by the Medical Center. If agreement cannot be reached, the Medical Center will respond in writing to the Association members’ written recommendations within two (2) weeks of receipt.

**E. Minutes.** - Minutes for each meeting shall be prepared and furnished to the Medical Center, Association and members of the Task Force. The Medical Center and Association will, upon request by the Task Force, supply records and information necessary to fulfill the Task Force’s goals. The minutes and information furnished to Association and Task Force members in connection with the functioning of the Task Force are to be deemed confidential and may be disclosed to other persons only by mutual agreement of the Medical Center and Association.

## ARTICLE 16 – HEALTHY WORK ENVIRONMENT AND STAFFING

**A. Minimum Staffing.** - The Medical Center and the Union agree that quality patient care is the parties' most important priority and staffing levels should permit the delivery of safe, transformative patient care. The parties acknowledge that Oregon HB 2697 amended Oregon's Hospital Nurse Staffing Law to establish minimum staffing levels in most areas of the Medical Center as well as mandate that nurses are provided their meal and rest breaks. The Medical Center will comply with the requirements of the Hospital Nurse Staffing Law, including as amended by HB 2697, as it goes into effect.

**B.** The Medical Center will adhere to the Oregon Nurse Staffing Law, a current copy of which will be included for reference only in the Professional Agreement Contract Book. For ease of reference, ORS 441.762 through ORS 441.768 relate to the written staffing plan, and ORS 441.763 is entitled "Written staffing plan for nursing services."

**C. The Hospital-Wide Staffing Plan.**

1. The Hospital-Wide Staffing Plan as referenced in the Oregon Nurse Staffing Law will be the accumulated unit staffing plans of all nursing units.

2. Unit staffing plans will be developed by unit-based staffing committees (UBC or UBCs) in a manner consistent with the philosophy of the staffing law as a shared responsibility of Registered nurses and nursing leaders. Nurses with concerns regarding staffing are encouraged to raise those concerns without fear of retaliation, and to work with their staffing committee to identify solutions.

3. UBCs will evaluate the regularity of incoming floats as well as resource hours and Education Leave approval, to assess the adequacy of their unit's core staffing and inform their work on the staffing plans.

1        4. The Employer will pay for UBC-related time performed in collaboration with  
2        the core leader directly related to developing the unit staffing plan, in  
3        anticipation of presenting to the Hospital Nurse Staffing Committee (HNSC)  
4        for review and/or approval. Unless pre- approved by core leader, outside  
5        preparation time for UBC meetings will not be compensated.

6  
7        **D. Unit-Level Staffing Plan Reviews.** - If there is an inability to gain agreement on  
8        a plan, the unit's HNSC representative (or, if none, the UBC co-chair) may  
9        escalate the matter to the HNSC to request time on the agenda at the next  
10       HNSC meeting for the unit to present concerns and request guidance from the  
11       HNSC.

12  
13       **E. Nurse Staffing Plan Requirements.**

14       1. Each unit's staffing plan will be based on the specialized qualifications and  
15       competencies of the nursing staff and provide for the skill mix and level of  
16       competency necessary to ensure the Medical Center is staffed to meet  
17       patient care requirements. The HNSC will review unit staffing plans to ensure  
18       they are consistent with nationally recognized evidence-based standards  
19       and guidelines established by professional nursing specialty organizations.  
20       The UBC must establish minimum numbers of nursing staff (Registered  
21       nurses and certified nursing assistants) required on specified shifts,  
22       recognizing differences in patient acuity and nursing care intensity. In  
23       addition, the UBC must have a mechanism for meal breaks and rest breaks  
24       on each shift, which shall be implemented consistent with professional  
25       nursing judgment and patient care needs.

26  
27       2. Written staffing plans must comply with applicable Oregon Nurse Staffing  
28       Law. Disputes regarding this Section shall be referred to the HNSC, unless  
29       the dispute is submitted to OHA as otherwise allowed in the Oregon Staffing  
30       Law.

3. Minimum Staffing: The Medical Center will comply with the nurse-to-patient ratios in Oregon's Nurse Staffing law (Enrolled House Bill 2697), as amended.

**F. Meal & Break Coverage.** - The Medical Center commits to providing meal and rest break coverage that allows nurses to take their meal and rest breaks (including lactation accommodations).

1. The plan for meal and rest break relief will comply with applicable law and be posted on each unit.

2. A nurse who is relieving another nurse for a meal or break period must be qualified and hold the competencies to provide the required patient care during the meal or break period.

3. Missed Meal Periods/Breaks. Starting June 1, 2025, in the event a Registered Nurse accurately reports a missed rest or meal period using the Medical Center's designated process for reporting, in addition to their earned wages they will be eligible to receive, upon request, a single payment equivalent to an additional hour (1.0) of pay at their base rate for a missed meal period and an hour (1.0) of pay at their base rate for each missed rest break in the next payroll period. This penalty payment will not be counted as an hour worked for any reason (e.g., seniority, PTO accrual, overtime, etc.). Nurses who decline to take a meal period or break when offered, and who do not immediately escalate declining a meal period or break through their chain of command, are not eligible for this payment. This is the sole remedy for missed rest breaks and meal periods.

1 **G. Meetings of the Hospital Nurse Staffing Committee.**

- 2 1. The members of the HNSC will be paid for the time spent during meetings.  
3 Alternates will be paid for attendance at meetings if a nurse representative is  
4 unable to attend or where the alternate's attendance was requested.  
5  
6 2. The Medical Center will release members (or alternates when necessary) of  
7 the HNSC from scheduled shifts to attend committee meetings.  
8  
9 3. Partnership between Medical Center and ONA. As a routine part of monthly  
10 Task Force meetings between ONA and the Medical Center, the parties  
11 agree to review relevant data and dialogue on issues related to workforce  
12 planning. Routine data to be reviewed at Task Force meetings includes, but  
13 is not limited to: current vacant positions, turnover of RN staff since previous  
14 meeting, RN new hire data since previous meeting, and the number of float  
15 hours for each unit.  
16

17 **H. Staffing Effectiveness.** - The Medical Center and ONA are committed to  
18 adequate nurse staffing on each unit in order to meet patient care requirements  
19 and promote a healthy work environment. To that end, the Medical Center and  
20 ONA will follow the below practices:

- 21 1. Posting of Registered nurse openings: Upon notice of upcoming Registered  
22 nurse vacancies, the Medical Center shall post the vacant position within two  
23 (2) weeks of receiving the notification, unless determining factors, including  
24 but not limited to: skill mix, reconfiguration of vacant FTE(s) to full-time, part-  
25 time or resource status, patient volume and acuity require additional  
26 consideration and time to determine need for posting. In that event, the unit  
27 leader or designee shall present the planned changes to the UBC.

- 1        2. Notice of Leave of Absence: Upon notice of a leave of absence, the Medical  
2        Center will demonstrate its commitment to adequate staffing by posting any  
3        resulting shift vacancies prior to each schedule or during the current schedule  
4        period.
- 5
- 6        3. Registered nurse Staffing Updates: Upon request by the UBC, the Medical  
7        Center will share information about unit Registered nurse FTEs and  
8        vacancies.
- 9
- 10       4. Staffing Concerns: Registered nurses who have immediate and ongoing  
11       concerns that staffing is not being sufficiently addressed may communicate to  
12       the parties below, to work towards resolution:
- 13       a. Unit charge nurse
- 14       b. House Supervisor
- 15       c. Core leader
- 16       d. Nursing director
- 17       e. HNSC via their division representative or co-chair(s) of the HNSC
- 18       f. ONA Task Force via the HNSC co-chairs
- 19

20    **I. Patient Capacity Concerns.**

21       The Medical Center, in collaboration with the charge nurses, will consider  
22       factors such as patient acuity, skill mix, admissions, discharges, transfers,  
23       and staffing plan guidelines. If a Registered nurse has concerns about  
24       staffing, they will escalate said concerns to the charge nurse, unit leadership,  
25       hospital supervisors and/or others to problem-solve staffing and capacity  
26       constraints in order to meet patient care and community needs. The charge  
27       nurse will play an instrumental role in problem-solving capacity concerns, and  
28       their input will be sought in the decision-making process.



## ARTICLE 17 – WORKPLACE SAFETY AND TECHNOLOGY

**A. General.** - The Medical Center recognizes it is subject to national and state laws, and professional and regulatory standards for use of medical and safety equipment. The Medical Center commits to making good faith efforts towards ensuring medical and safety equipment is available according to patient care requirements and caregiver health protections and working on improvements to the overall safety of our caregivers.

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

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

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

1. Adherence to Medical Center policies and procedures.
2. Proper use of personal protective equipment and safety devices.
3. Use of equipment according to manufacturers' instructions for use (IFU) or in accordance with state and national guidelines and standards.

1     **D. Nurse Input into Equipment and Technology.**

- 2             • Registered nurses who have concerns about safety, technology and/or
- 3             equipment may escalate via their chain of command and/or take those
- 4             concerns to their Unit Based Practice Council.
- 5             • When feasible, Registered nurses shall be given the opportunity to
- 6             provide input whenever new technology affecting the delivery of nursing
- 7             care is being considered.
- 8             • Registered nurses are encouraged to identify deficits, malfunctions,
- 9             and/or outdated equipment and bring proposals for new equipment or
- 10            alterations of current equipment to the leader of the Nursing Unit.
- 11            • After having first escalated the matter through their chain of command,
- 12            housewide concerns regarding equipment or concerns about IS support
- 13            may be brought to task force.

14

15     **E. Workplace Concerns.**

- 16            • A Registered nurse who has concerns about staffing shall follow the
- 17            established staffing complaint process, which includes but is not limited
- 18            to escalation in the moment, followed by the completion of the Staffing
- 19            Request Documentation Form (SRDF), which will be reviewed at the
- 20            Housewide Staffing Committee. ONA is required to send SRDF forms to
- 21            the Medical Center (Housewide Staffing Committee co-chairs and CNO)
- 22            within one (1) week of the occurrence.
- 23            • A Registered nurse who has workplace concerns related to their health
- 24            status will follow the established disability accommodation process by
- 25            informing their core leader and leave administrator and will follow
- 26            organizational policies and procedures.
- 27            • A Registered nurse who has concerns about their workplace environment
- 28            or safety shall follow their chain of command, including charge nurse
- 29            and/or their core leader, and escalate as needed for review and/or
- 30            resolution.

- In rare instances, when the chain of command fails to resolve a concern about their workplace environment or safety, including the care of a patient with a communicable disease, the Registered nurse will escalate the matter to their director and/or house supervisor (off hours). Every effort will be made to reach a resolution, which may include additional resources, support and/or training, safety measures, a modified or changed assignment or another practical solution.

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

**G. Personal Safety.**

1. The Medical Center is committed to providing regular and ongoing education and training for registered nurses to promote their personal safety in the workplace setting.
2. The Employer shall maintain a process for emergency lock downs and train nurses, in person, on that process annually. This process will include a communications plan for all St. Vincent locations.
3. Threats to patient or staff member safety will be communicated to leadership and impacted staff in real time or as promptly as possible. Registered nurses shall escalate safety concerns immediately.

- 1        4. The Medical Center will create an escalation pathway for instances of  
2        violence and/or threats of violence. This pathway will be in writing, available  
3        in each unit, and reviewed annually in Central Partnership Council.  
4
- 5        5. The Medical Center will maintain a workplace violence committee, which  
6        shall include the option for registered nurse membership and participation.  
7        Any nurse who is a member of the committee may place safety issues on the  
8        agenda. Task Force may request the co-chair of the Workplace Violence  
9        Committee to attend Task Force meetings to hear and discuss safety  
10       concerns.  
11
- 12       6. The Medical Center is committed to a safe work environment. As a result, the  
13       Medical Center will discuss security concerns including Security Services,  
14       metal detectors, wandering, signage and other security measures at Task  
15       Force. The Medical Center will provide a quarterly update of security-related  
16       resources at Task Force.  
17
- 18       7. Security will be staffed at the hospital twenty-four hours per day, seven days  
19       per week.  
20
- 21       8. Signage: Prominent signs shall be posted in the workplace indicating  
22       weapons and violence will not be tolerated on campus.  
23
- 24       9. The Hospital will encourage nurses who are victims of assault in the  
25       workplace to report the event and will recognize the potential emotional  
26       impact. The Employer will follow its established process regarding workplace  
27       violence reports.

- 1 a. Wellbeing resources are available to nurses via Providence's caregiver  
2 assistance program, the ChooseWell portal. Caregiver Support  
3 Sharepoint site (i.e., My Mental Health Matters), and HealthStream,  
4 including information and classes about suicide prevention.  
5
- 6 b. The Medical Center monitors the incidents of reported  
7 behavior/combatative persons (code gray), weapons/hostage situations  
8 and active threat on campus (code silver), and the reported  
9 occurrences of workplace violence. The data will be shared and  
10 reviewed with the ONA Task Force as permitted by HIPAA This data  
11 will be used to evaluate training needs.  
12
- 13 c. If a nurse who has been assaulted at work is unable to continue  
14 working after reporting the incident, the nurse will be released from  
15 duty without loss of pay for the remainder of that shift. If additional time  
16 away is needed, the nurse should contact the leave administrator  
17 and/or Caregiver Health to explore programs, resources and available  
18 options.  
19
- 20 d. A nurse who has been assaulted by a patient or patient's visitor will  
21 inform the charge nurse, using their chain of command, and may  
22 request not to be assigned the patient as a primary nurse. The charge  
23 nurse will honor the request until the matter can be reviewed with  
24 leadership. The core leader will discuss options with the impacted  
25 nurse, evaluate the situation, and make future determination on their  
26 assignments Once validated, requests for reassignment will not be  
27 denied.  
28
- 29 e. The Medical Center will extend reasonable cooperation to any nurse  
30 assaulted in the workplace who chooses to exercise their rights under  
31 the law.

1           f. The Medical Center will provide PMAB training for nurses in units  
2           where it is required. Effective six months after contract ratification, the  
3           Medical Center will make six (6) PMAB training classes available to  
4           nurses who request it. on paid time, on a first-come, first-serve basis,  
5           each year until this contract expires.

## ARTICLE 18 – SENIORITY AND JOB POSTING

**A. Definition of Seniority.** - Subject to paragraph 1 below, a Registered nurse's seniority shall continue to be computed from the time of their last continuous employment by the Medical Center in any capacity within the bargaining unit, based on the date on which the Registered nurse started bargaining unit work. In situations where seniority is the determining factor and seniority dates are the same, the seniority will be determined by a witnessed coin toss.

1. Resource nurses.

a. A resource nurse's seniority will be calculated based on the sum of their last continuous employment by the Medical Center as a resource nurse, at the rate of one (1) year of seniority for every three (3) completed years of employment as a resource nurse. Partial years will be credited, if needed, at the rate of one-third (1/3<sup>rd</sup>).

b. Seniority for any Registered nurse moving between resource and non-resource bargaining unit positions will be based on total employment in a bargaining unit position (with the 1:3 calculation for time as a resource nurse, as noted above).

**B. Break in Seniority.** - Seniority shall be broken and terminated if a Registered nurse:

1. Quits unless reemployed within twelve (12) months.

2. Is discharged for just cause.

3. Is laid off for lack of work for twelve (12) consecutive months.

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

5. Fails to report for work promptly without good cause after an accident or illness when released to return to work by physician.

**C. Job Postings.** - All vacancies and new positions shall be posted for seven (7) calendar days. The notice shall state the position, shift, unit and number of days per week of the available position.

1. The Medical Center may temporarily fill the position during the posting period with a person of its choosing.

2. A Registered nurse who desires to change shifts or to move to another position in the Medical Center will submit an application for that position.

3. Managers will communicate the posting or anticipated posting of positions to Registered nurses working on the unit where a position will be posted. Such communication may be by email, staff meeting minutes, or other regularly used methods of communication.

4. Positions will be awarded to the most qualified Registered nurse except as reflected in 4a below. The qualifications considered will be documented skills, ability, experience, and performance, and peer interview panel feedback. When equally qualified Registered nurses bid for a position, it will be awarded to the senior candidate.

- a. For Acute Care RN, Fellow and Resident Nurses positions: If all of the candidates who apply Within the 7-day posting window have applied to a position within their home Nursing unit which would result in a shift or FTE change in the same position, the decision will be made on the basis of seniority. Start date may be subject to skill mix transition plan.

5. The Medical Center may post vacancies available only to external new graduate Registered nurses.



- 1           6. A Registered nurse may not use seniority to bid on another position within  
2           the department for one (1) year after beginning a fellowship.
- 3
- 4           7. To exercise seniority, the senior Registered nurse must agree to work the  
5           number of days or weeks of the vacant position. A Registered nurse who  
6           has left the bargaining unit may not use their seniority to gain  
7           reemployment and/or transfer back into a bargaining unit position.
- 8
- 9           8. If a Registered nurse returns to a bargaining unit position, seniority may  
10          then be used as set forth in Article 18 1.B.

11

12   **D. Charge Nurses.** - Seniority shall prevail in advancement to Charge Nurse  
13   vacancies, only provided the performance (skill, experience, qualifications, and  
14   consistent use of High Reliability Organization (HRO) principles of the  
15   Registered nurses are equal. Incorporating peer feedback, the Medical Center  
16   shall be the judge of the relative performance of the Registered nurses. Said  
17   judgment shall not be arbitrarily or capriciously exercised.

18

19   Unit-based registered nurses shall participate in the interview and selection  
20   process of charge nurses. Registered nurses are also encouraged to provide  
21   constructive feedback about charge nurses and utilize their chain of command  
22   for any unresolved issues or concerns.

23

24   **E. Agency or Travelers.** - There will be a posted bargaining unit position for each  
25   posted traveler position within a cluster (within a unit in the perinatal and  
26   surgical clusters) where each guaranteed agency nurses or travelers is being  
27   used to perform bargaining unit work other than to fill bargaining unit positions  
28   because of any combination of unplanned leaves of absence and known  
29   seasonal fluctuations.

1     **F. Transfers.** - A Registered nurse is encouraged to communicate with their  
2     manager regarding the Registered nurse's desire to move to a different nursing  
3     unit within the Medical Center. The Registered nurse's manager will not prohibit  
4     a Registered nurse from making or requesting an otherwise permitted transfer,  
5     and the provisions of Sections C and D of this Article will apply regarding such  
6     transfer requests. To be eligible to submit a transfer request to a different unit, a  
7     Registered nurse must (1) have held their current position for at least six (6)  
8     months, unless agreed to by the Human Resources Director, and (2) have no  
9     disciplinary actions in the six (6) months prior to the request. A department  
10    head, supervisor, or hiring manager may not prohibit a nurse from making a  
11    request for transfer or to transfer.

## ARTICLE 19 – REDUCTIONS IN FORCE AND LOW CENSUS

**A. Layoff.** - A layoff is defined as a staff reduction because of a position elimination or long-term reduction in hours, unit closure or merger, or Medical Center projections that the staff reduction in a unit and shift will continue for an extended period.

**B. Qualifications.** - Subject to the provisions of Section D(2), for purposes of this Article, a nurse is “qualified” if the nurse currently works on or is oriented to the nursing unit where the positions exists, or is determined to be able to meet the routine or previously posted positions requirements, with an orientation not to exceed six (6) consecutive weeks.

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

**D.** Upon notice to the Association, representatives of the Medical Center and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs, reduction of the scheduling of agency, traveler and temporary nurses, and conversion from regular nurse status to an intermittently employed nurse and FTE reductions (full-time nurses going to part-time status). The Medical Center will consider the options suggested by the Association but will not be required to implement the suggested options.

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

15    1. In the event of a layoff or elimination of a nurse's position, the nurse with the  
16    least seniority, (as defined in Article 18) among the nurses in the shift of the  
17    patient care unit where such action occurs, will be displaced from their  
18    position in the following manner. The initially displaced nurse will then have  
19    the following options:

20    a. The initially displaced nurse may, within seven (7) calendar days of his or  
21    her notification of the displacement, choose to accept layoff with  
22    severance pay in lieu of further layoff rights or options. Such severance  
23    pay will be based upon the Medical Center's severance policy applicable  
24    to non-represented employees then in effect, except that the nurse will  
25    receive severance payments equal to seventy-five percent (75%) of the  
26    severance payments available to non-represented employees with the  
27    same number of years of service as the nurse. Severance is not  
28    available to nurses who become displaced due to the application of the  
29    "bumping rights" described below; or

- 1           b. The initially displaced nurse may take the position of the least senior  
2           regular nurse in the same patient care unit, provided they are qualified to  
3           perform the work of that position (the nurse whose position is thus taken  
4           will become the displaced nurse for purposes of the following  
5           Subsections); or  
6
- 7           c. The displaced nurse may take the position of the least senior regular  
8           nurse in the patient care unit(s)/cluster in which the nurse is permitted to  
9           float, provided the nurse is qualified to perform the work of that position.  
10          However, no regular full-time or part-time nurse will be required to take  
11          the position of resource nurse and no nurse with benefits will be required  
12          to take a non-benefitted position. (The nurse whose position is thus taken  
13          will become the displaced nurse for purposes of the following Sections);  
14          or  
15
- 16          d. The displaced nurse may take the position of the least senior regular  
17          nurse in the bargaining unit, provided they are qualified to perform the  
18          work of that position. However, no regular full- time or part-time nurse will  
19          be required to take the position of resource nurse and no nurse with  
20          benefits will be required to take a non-benefitted position. (The nurse  
21          whose position is thus taken will become the displaced nurse for  
22          purposes of the following Subsections); or  
23
- 24          e. The displaced nurse may elect reclassification to resource status on a  
25          non-regularly scheduled basis; or  
26
- 27          f. The displaced nurse may elect to transfer, if offered by the Medical  
28          Center, to a temporary position for not to exceed ninety (90) calendar  
29          days or a position in a training program for not to exceed six (6) months,  
30          which position will not be considered a vacancy under this Article; or

1           g. The displaced nurse will be laid off.

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

13  
14          3. Recall from layoff will be in the order of laid off nurses' seniority, provided the  
15          nurse is qualified to perform the work of the recall position. A displaced  
16          nurse under any of the five preceding Subsections, including recalled nurses  
17          under the previous sentence, will be given preference for vacancies in the  
18          same unit and shift from which the nurse was displaced, in order of their  
19          seniority. Rights under this paragraph continue for up to twelve (12) months  
20          from the date of displacement. It is the responsibility of the displaced nurse  
21          to provide the Medical Center with any changes in address, telephone  
22          number or email address. A nurse forfeits any recall rights if the nurse fails to  
23          provide the Medical Center such changes and the Medical Center is unable  
24          to contact the nurse using such contact information. The Medical Center  
25          agrees it will attempt to contact the nurse by letter/mail, telephone and email  
26          (if provided by the nurse) and document such efforts. The recalled nurse  
27          must respond to the Medical Center within fourteen (14) calendar days of  
28          such contact or will forfeit all recall rights.

1        4. In Unit Posting to Prevent Layoff. - In the event a unit is overstaffed on a  
2        shift, and is simultaneously understaffed on a different shift, and the Medical  
3        Center would otherwise be required to lay off a nurse on the overstaffed  
4        shift, the Medical Center will notify the Association and the parties will meet  
5        to review the positions and nurses affected. If the parties review the  
6        information and agree that posting the position as available only to nurses in  
7        that unit is necessary to prevent a layoff, the position may be posted  
8        notwithstanding Article 18.C

9  
10    **F. Low Census Definitions:**

- 11        1. Low Census - A Low Census event occurs when the Medical Center  
12        determines that there are more nurses scheduled or working than needed.  
13  
14        2. Rolling Calendar Year - For this Article, Rolling Calendar Year will mean  
15        the twenty-six (26) pay periods preceding the current pay period.  
16

17    **G. Low Census Process:**

- 18        1. Low Census will be assigned in the following sequence within the cluster  
19        (and within unit in the surgical clusters) where the need for Low Census is  
20        identified in the following order:  
21            a. Agency Nurses (Travelers, Per Diem or Guaranteed)  
22  
23            b. Temporary Nurses (A nurse employed by the Medical Center for less  
24            than six (6) months)  
25  
26            c. Share Care Nurses  
27  
28            d. Nurses earning overtime and extra shift incentive pay

- 1 e. Nurses earning overtime without extra shift incentive pay
- 2
- 3 f. Nurses earning extra shift incentive pay without overtime
- 4
- 5 g. Volunteers, with preference given to standby volunteers
- 6
- 7 h. Resource RNs (0.0 FTE) (After working twenty-four (24) hours that
- 8 week)
- 9
- 10 i. Part-time nurses working an extra shift without extra shift incentive pay
- 11 or overtime.
- 12
- 13 j. Resource RNs (0.0 FTE) (Working less than twenty-four (24) hours
- 14 that week
- 15
- 16 k. Mandatory Low Census

17

18 2. Low Census from the “Mandatory List” will be assigned to the nurse with the

19 lowest “Factor”.

20

21 3. “Factor”. - A Mandatory List will be maintained, by assigning each full-time

22 and part-time nurse a Factor calculated as follows:

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

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



1 i. The Mandatory List will be updated every twelve (12) to twenty-four  
2 (24) hours and will be available for viewing by nurses. Each nurse is  
3 responsible for checking the Mandatory List and alerting his or her  
4 manager to any concerns with the calculation for that nurse or the  
5 nurse's relative placement on the list.

6  
7 ii. Situations that will alter the assignment of Voluntary and Mandatory  
8 Low Census by the lowest Factor are:

9 1. The nurse's qualifications may not meet the needs of an area.  
10 Example: Charge nurse required, new graduate available.  
11 Special care nurse needed, staff nurse available.

12  
13 2. The nurse whose turn it is to be off is already on an assigned  
14 day off.

15  
16 iii. Any nurse who is assigned a Mandatory Low Census and desires to  
17 work may request to fill available positions on another day or another  
18 shift. The Medical Center will attempt to offer regular full-time and part-  
19 time nurses, who would be working except for being on Low Census,  
20 an opportunity to work such time in areas where they are qualified,  
21 before assigning nurses on the "on call list" to work in such areas at  
22 such times.

23  
24 **H. Nurses' Status While on Mandatory Low-Census Before the Start of the**  
25 **Shift.**

26 1. When a nurse is placed by the Medical Center on low census, the nurse  
27 will request either:

28 a. Full Shift Low Census. - This means that the nurse is not obligated to  
29 the Medical Center for that shift.

1           b. Partial Shift Low Census. - This means that the nurse is obligated to  
2           the Medical Center for a portion of that shift.

3  
4           The Medical Center will, consistent with operational and patient care  
5           needs, make its best efforts to honor the nurse's preference for full or  
6           partial shift low census.

7  
8           2. Partial Shift Low Census.

9           a. If the Medical Center cannot grant a nurse's request for full shift low  
10          census, it will place the nurse on partial shift low census. Partial shift  
11          low census will be limited to one (1) instance per shift, and result in not  
12          less than four (4) hours of work. If standby is needed by the Medical  
13          Center, the nurse will be given the option to be on standby during the  
14          low census portion of the nurse's shift. While on standby, the nurse  
15          may receive an assignment commensurate with the floating grid. If the  
16          nurse is called in to work during the time the nurse is on voluntary  
17          standby, the standby provisions of this contract will apply. Nurses on  
18          mandatory low census will not be required to be on standby during  
19          such hours.

20  
21          b. If the Medical Center places a nurse on partial shift low census,  
22          whether voluntary or mandatory, and the nurse has informed the  
23          Medical Center of their preference to be placed on full shift low  
24          census, that nurse will be moved to the top of the list for voluntary low  
25          census.

26  
27          c. To better ensure consistency of patient care and safety, if there is  
28          subsequent low census in that nurse's cluster before the nurse has  
29          reported to work such that the nurse could be given full shift low  
30          census, the Medical Center will grant that nurse's request for voluntary  
31          low census before granting the request of any other nurse who has

1 already reported to work or who would have been ahead of the nurse  
2 on the voluntary low census list.

- 3
- 4 d. If the nurse works only the last four (4) or six (6) hours of a scheduled  
5 shift due to low census, the nurse will be credited with the entire length  
6 of the nurse's shift as credit towards the nurse's Low Census Factor.  
7 Evening shift nurses (3:00 p.m. –11:00 p.m.) will receive this credit if  
8 they work any four (4)-hour segment of their shift.
- 9

10 **I. Nurses' Status While on Voluntary Low-Census Before the Start of the**

11 **Shift.** - The Medical Center will, consistent with operational and patient care  
12 needs, make its best efforts to honor a nurse's preference for voluntary low  
13 census. When volunteering for low census, the nurse may ask to be placed on  
14 either (1) full shift low census with or without standby, or (2) partial shift low  
15 census with or without standby, but with a scheduled partial shift of either four  
16 (4), six (6) or eight (8) hours (ten (10)- or twelve (12)-hour night shift nurses will  
17 have a partial shift length of eight (8) hours). If the nurse is called in to work  
18 during the time the nurse is on voluntary standby, the standby provisions of this  
19 contract will apply.

20

- 21 **J. Mandatory Low-Census Caps.** - No nurse will be asked to take mandatory low  
22 census beyond a cap of 24 hours per scheduling period and not to exceed one  
23 hundred and thirty-two (132) hours in a calendar year. It is the responsibility of  
24 the nurse to inform the nurse's manager that the cap on low census has been  
25 reached in the scheduling period. If all nurses scheduled for the shift have  
26 reached the scheduling period or annual cap, and no alternate assignment is  
27 available. and low census is still required, then the nurse with the lowest factor  
28 will be given the mandatory low census. with pay. The Hospital will provide a  
29 mechanism for tracking mandatory low census that will be accessible by the  
30 nurse.

## ARTICLE 20 – RESOURCE NURSES

Resource nurse will be hired into a unit and shift, and will report to the unit manager.

1. Resource nurses must submit availability for twenty-four (24) hours per four (4)-week scheduling period, pursuant to the process outlined below.

a. The twenty-four (24) hours may include any open and posted shifts of between four (4) and twelve (12) hours in length, at the nurse's discretion.

b. One (1) of those shifts must be on a weekend (per weekend definition in Article 5) or, for units with reduced weekend core staffing, a Friday.

c. At least two (2) of the shifts (eight (8) or twelve (12) hour shifts as defined by the unit's core schedule) in a calendar year will be on a holiday (which will be rotated between winter (New Year's Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day)). Holidays worked as the result of a nurse trading a winter holiday for a winter holiday with another nurse and/or trading a summer holiday for a summer holiday with another nurse, with approval of the unit manager, will satisfy the holiday requirement. In addition, if a Resource nurse agrees to work a holiday shift for another nurse (outside of the trades described above) with the approval of the unit manager, that holiday will satisfy the holiday requirement. The manager will give consideration to those nurses, if any, who are were denied the ability to take PTO/Vacation, in determining whether to grant approval.

2. Process. - The Medical Center will use the following process to schedule Resource Nurses:

a. After scheduling regular nurses, the Medical Center will identify holes (or gaps or open shifts) in the schedule, which may include pending vacation/PTO requests for holidays.

- 1           b. The manager on a unit will communicate those holes (or gaps or open  
2           shifts) to the Resource nurses.
- 3
- 4           c. From among the holes (or gaps or open shifts) in the schedule, a  
5           Resource nurse will indicate a minimum of twenty-four (24) hours for  
6           which he/she is available.
- 7
- 8           d. If a unit manager/scheduler is unable to identify a list of holes (or gaps or  
9           open shifts) in the schedule, each Resource nurse will still submit at least  
10          twenty-four (24) hours for which he/she is available.
- 11
- 12          e. The Medical Center will assign shifts to Resource nurses beginning with  
13          the first nurse who submitted his/her availability and proceeding in order of  
14          the date and time that the nurse submitted his/her availability.
- 15
- 16          f. Regular failure to submit the required minimum availability will result in  
17          termination of the Resource nurse's employment.
- 18
- 19          g. Resource nurses who have submitted appropriate availability for a  
20          scheduling period may assume responsibility for shifts of regular staff  
21          provided that such assumption does not (a) in the judgment of the Medical  
22          Center compromise the skill mix of a shift, or (b) create an overtime or  
23          incentive shift.
- 24
- 25          3. Standby Requirements. - In addition to the provisions above, in those units with  
26          required call coverage, resource nurses will provide availability for standby  
27          based on the procedure/process determined by the department's scheduling  
28          practices, not to exceed the standby requirements applicable to regular full-  
29          time and part-time nurses.

- 1       4. Newly hired nurses will be placed on the wage scale in accordance with  
2       Appendix A, B.5.  
3
- 4       5. After placement on the wage scale in Appendix A (as specified in paragraph 2  
5       and 3), a resource nurse will be paid a differential of six dollars (\$6.00) per hour  
6       in lieu of receiving vacation/PTO, EIT, and insurance benefits.  
7
- 8       6. Resource nurses will be compensated for standby time as outlined in Appendix  
9       A and subject to the requirements of Article 5-H and Appendix D.  
10
- 11      7. The extra shift provisions of Appendix A, E will apply to resource nurses when  
12      a resource nurse works an extra shift of at least four (4) hours, at the Medical  
13      Center's request, after having worked thirty-six (36) hours in that same week.  
14
- 15      8. The provisions of the Letter of Agreement: Clinical Ladder will apply to a  
16      resource nurse only if the resource nurse worked at least one-thousand one-  
17      hundred and fifty (1,150) hours in the twelve (12) months immediately  
18      preceding his or her application (initial and renewal) to the clinical ladder  
19      program. A Resource Nurse's first two hundred (200) hours not worked due to  
20      low census are considered to be "hours worked" for purposes of this Section.  
21
- 22      9. Nurses will progress on the wage scale as set forth in Appendix A, Section A,  
23      on their respective anniversary dates (which means the seniority date  
24      determined by Article 18-A(1) above for each resource nurse).  
25
- 26      10. Resource nurses who work at least eight hundred (800) hours to one  
27      thousand, two hundred and forty-seven (1247) hours in a calendar year will  
28      receive a cash bonus equal to one dollar and fifty cents (\$1.50) for each hour  
29      worked as a resource nurse. Resource nurses who work 1248 or more hours  
30      in a calendar will receive a cash bonus of \$2.00 per hour for each hour worked

1 as a resource nurse. These bonuses will be paid following the second full pay  
2 period of the next calendar year. The resource nurse must still be employed by  
3 the Medical Center when the bonus becomes payable to receive it. The  
4 calendar year is defined as the twenty-six (26) pay periods commencing with  
5 the pay period that includes January 1st (i.e., 2024: December 31, 2023  
6 through December 28, 2024).

**ARTICLE 21 – NO STRIKE/NO LOCKOUT**

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In view of the importance of the operation of the Medical Center’s facilities to the community, the Medical Center and Association agree that there shall be no lockouts by the Medical Center and no strikes, sympathy strikes, or other interruptions of work by registered nurses or Association (with respect to this agreement) during the term of this Agreement.



## ARTICLE 22 – GRIEVANCE PROCEDURE

**A. Purpose.** - Both the Medical Center and Association subscribe to the principle that grievances be promptly heard, acted upon and effectively resolved. Grievances which arise between the Medical Center and any nurse during the term of this Agreement shall be handled through this Article.

**B. Definitions.** - A grievance is defined as any dispute over the Medical Center's interpretation and application of the provisions of this Agreement. As used in this Article, the word "days" shall mean calendar days.

**C. Probationary Nurses.** - Probationary nurses shall have access to this grievance and/or arbitration procedure except for matters relating to discipline or termination.

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

**Step 1:** - After consulting with a representative or officer of the Association, the nurse or the Association shall present the grievance in writing to the nurse manager or appropriate representative of the Medical Center as soon as possible but no later than fourteen (14) days from the date of occurrence, or the date when the nurse should reasonably have known of the occurrence, of the alleged violation upon which the grievance is based. The grievance shall set forth the facts of the dispute, including the date of the alleged violation, the names of the employee(s) affected, the specific provisions of this Agreement in dispute, and the relief requested. Any nurse who is an officer of the bargaining unit or the Association may present a group grievance where the occurrence actually involved at least four nurses, provided that either an officer of the bargaining unit or one of the affected nurses signs the grievance. The nurse

1 manager or appropriate representative of the Medical Center shall respond in  
2 writing with his/her specific reasons within seven (7) days after the discussion, if  
3 any, or within fourteen (14) days after receipt of the grievance, whichever is  
4 later.

5  
6 **Step 2:** - If the nurse is dissatisfied with the decision under Step 1, the nurse  
7 may present the grievance in writing to the Director of Nursing or appropriate  
8 management representative within seven (7) days of receiving a response  
9 required by Step 1. The Director of Nursing or other appropriate management  
10 representative shall meet with the grievant and a representative of the  
11 Association within seven (7) days and shall render a written response within five  
12 (5) days of such meeting.

13  
14 **Step 3:** - If the grievance is not resolved under Step 2, Association may submit  
15 the grievance to the Administrator within seven (7) days after receipt of the  
16 Director's response. The submission will include a written statement of the  
17 specific reasons for moving the grievance to this step that will provide the  
18 Administrator with sufficient information to investigate and respond to the  
19 grievance. The Administrator or designee's written response to the grievance  
20 shall be given within seven (7) days after a meeting between him/her and the  
21 grievant and a representative of Association. If no meeting is held, such written  
22 response is due within ten (10) days of presentation of the grievance.

23  
24 **Step 4:** - If the grievance is not resolved on the basis of the foregoing  
25 procedure, Association may submit the grievance to arbitration by notifying the  
26 Medical Center in writing within ten (10) days from receipt of the Administrator's  
27 response, or if the written response is not received within that time period, within  
28 twenty (20) days after proper presentation of the grievance to Step 3.

- 1           a. In the event the parties are unable to agree on the arbitrator within seven  
2           (7) days from the date the grievance is tendered at Step 4, the arbitrator  
3           shall be chosen from a list of five (5) names from the state of Oregon  
4           furnished by the Federal Mediation and Conciliation Service. The parties  
5           shall alternately strike one (1) name from the list, with the first strike  
6           being determined by the flip of a coin, and the last name remaining shall  
7           be the arbitrator for the grievance.
- 8
- 9           b. The arbitrator will render a decision within thirty (30) days from the close  
10          of the hearing.
- 11
- 12          c. The decision of the arbitrator shall be final and binding on both parties.  
13          The arbitrator shall not have the power to add to, subtract from or modify  
14          the terms of this Agreement.
- 15
- 16          d. Expenses and compensation of the arbitrator will be divided equally  
17          between the Medical Center and Association.
- 18
- 19   **E. Timelines.** - A grievance will be deemed untimely if the time limits set forth  
20   above for presentation of a grievance to a step are not met, unless the parties  
21   agree in writing to extend such time limits.

## ARTICLE 23 – SEPARABILITY

**A.** In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**B.** All provisions contained in this Agreement are subject to government review and approval under applicable economic controls, laws and regulations.

## **ARTICLE 24 – SUCCESSORS**

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

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**ARTICLE 25 – DURATION AND TERMINATION**

**A. Duration.** - This Agreement shall be effective as of the date of execution, except as specifically provided otherwise, and shall remain in full force and effect until December 31, 2026, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this article.

**B. Modification.** - If either party hereto desires to modify or amend any of the provisions of, or to terminate, this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31, 2026, or any December 31 thereafter that this Agreement is in effect.

IN WITNESS WHEREOF, the Medical Center and Association have executed this Agreement as of this: \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**OREGON NURSES ASSOCIATION**

**PROVIDENCE ST. VINCENT MEDICAL  
CENTER**

\_\_\_\_\_  
Kathy Keane, RN, Chair

\_\_\_\_\_  
Elizabeth Paxton, CNO

\_\_\_\_\_  
Gina Ottinger, RN, Secretary

\_\_\_\_\_  
Marianna Sorensen, CHRO

\_\_\_\_\_  
Katie Moslander, RN, Treasurer

\_\_\_\_\_  
Amanda Booth, Director, Nursing

\_\_\_\_\_  
Lisa Gregory, RN, Member-At-Large

\_\_\_\_\_  
Tanisha Perry, Director, Nursing

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Madeline Gordon, RN, Member-At-Large

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Stacy Dirks, Manager, Nursing

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Dawn Jodell, RN, Member-At-Large

---

Elizabeth Tuttle, Manager, Nursing

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Lori Penney, RN, Member-At-Large

---

John Smeltzer, RN, Membership Chair

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Kate Phillips, ONA Labor Representative

---

Gabriel Erbs, ONA Labor Representative

## APPENDIX A – COMPENSATION

**A. Wage Rates.** - The following are the rates of pay of all Registered nurses employed under the terms of this Agreement.

Year 1, 2024: Effective the second full pay period following ratification:

Contract Step	PSV 2024
Resident	\$52.98
1	\$54.25
2	\$56.48
3	\$58.57
4	\$60.56
5	\$61.37
6	\$62.52
7	\$63.68
8	\$64.40
9	\$65.00
10	\$65.59
11	\$66.21
12	\$66.99
13	\$67.64
14	\$68.39
15	\$68.86
16	\$69.34
17	\$69.84
18	\$70.44
19	\$70.93
20	\$71.27
21	\$71.60
22	\$71.95
23	\$72.40
24	\$72.72
25	\$74.45



- 1 Years 2, 2025, and 3, 2026: Effective the first full pay period in January 2025, a 4%
- 2 across the board increase. Effective the first full pay period in January 2026, a 4%
- 3 across the board increase.

<b>Contract Step</b>	<b>PSV 2025</b>	<b>PSV 2026</b>
<b>Resident</b>	\$55.10	\$57.30
<b>1</b>	\$56.42	\$58.68
<b>2</b>	\$58.74	\$61.09
<b>3</b>	\$60.91	\$63.35
<b>4</b>	\$62.98	\$65.50
<b>5</b>	\$63.82	\$66.37
<b>6</b>	\$65.02	\$67.62
<b>7</b>	\$66.23	\$68.88
<b>8</b>	\$66.98	\$69.66
<b>9</b>	\$67.60	\$70.30
<b>10</b>	\$68.21	\$70.94
<b>11</b>	\$68.86	\$71.61
<b>12</b>	\$69.67	\$72.46
<b>13</b>	\$70.35	\$73.16
<b>14</b>	\$71.13	\$73.98
<b>15</b>	\$71.61	\$74.47
<b>16</b>	\$72.11	\$74.99
<b>17</b>	\$72.63	\$75.54
<b>18</b>	\$73.26	\$76.19
<b>19</b>	\$73.77	\$76.72
<b>20</b>	\$74.12	\$77.08
<b>21</b>	\$74.46	\$77.44
<b>22</b>	\$74.83	\$77.82
<b>23</b>	\$75.30	\$78.31
<b>24</b>	\$75.63	\$78.66
<b>25</b>	\$77.43	\$80.53
<b>26</b>	N/A	\$80.94

Contract Step	PSV 2025	PSV 2026
27	N/A	\$81.35
28	N/A	\$81.76
29	N/A	\$82.17
30	N/A	\$82.60

**Step Progression:**

1. Registered nurses' compensation shall be computed on the basis of hours worked.
2. A Registered nurse shall progress according to the year-to-year wage progression set forth in this Section at the end of each anniversary date, provided that they have worked a minimum of seven hundred (700) hours. In the case where a Registered nurse has not worked seven hundred (700) hours during any anniversary year, advancement to the next wage step shall be delayed until completion of seven hundred (700) hours of work. Computation of seven hundred (700) hours in the following years shall commence upon completion of the prior seven hundred (700)-hour requirement. For the purposes of this section, hours not worked as a result of Low Census will be credited towards the nurse's seven hundred (700) - hour requirement.

**B. Additional Wage Provisions.** - Effective the second full pay period following ratification.

1. Registered nurses' compensation shall be computed on the basis of hours worked.
2. A Registered nurse temporarily assigned to a higher position and shift shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four (4) hours or more.

1 3. Regularly scheduled part-time nurses shall receive consideration for  
2 promotional advancement.

3  
4 4. Merit Raises. - The Association recognizes this contract to contain the  
5 minimum standards of employment. This contract should not be construed  
6 to limit management's right to reward an individual nurse's performance  
7 over and above the prescribed conditions called for in this Agreement.

8  
9 5. Credit for Prior Experience. - A newly hired Registered nurse may be hired  
10 at any step, but not less than the step number that corresponds with the  
11 number of years of the Registered nurse's related experience as a  
12 Registered nurse employee of an accredited acute care hospital(s) during  
13 the immediately preceding five (5) years. Newly hired Registered nurses will  
14 not be placed higher than step twenty-two (22) unless approved by the  
15 CNO. For Registered nurses hired in the Behavioral Health Unit, experience  
16 at the Oregon State Hospital shall be counted as equal to that of an  
17 accredited acute care facility. A year of experience under this Section is  
18 one-thousand eight hundred and seventy-two (1,872) hours of the related  
19 work. The Medical Center may, in its discretion, place a newly hired  
20 experienced Registered nurse at a higher step rate of pay.

21  
22 **C. Differentials.**

23 1. Charge Nurses. - Charge nurses shall receive a differential of four dollars  
24 (\$4.00) per hour in addition to the appropriate hourly rate set forth in  
25 Section A above. Relief charge nurses shall receive, during the period of  
26 assignment to the charge nurse function, three dollars (\$3.00) per hour in  
27 addition to the appropriate hourly rate set forth in Section A. above.

2. Shifts.

- a. Registered nurses will be deemed to be assigned for shifts as follows:

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

Such assigned hours do not include hours which fit the definition of daily overtime hours under Article V, Section D.

- b. Registered nurses assigned for evening and night shifts shall be paid, in addition to the appropriate rate set forth in Section A above, as follows:

i. Evening shift: three dollars (\$3.00) per hour.

ii. Night Shift: ten dollars (\$10.00) per hour.

- c. If the Registered nurse's assigned hours fit more than one shift definition under subparagraph a above, the Registered nurse will be deemed to be assigned for the shift with the higher shift differential.

- d. If a Registered nurse is assigned to work hours which fit the definition of daily overtime hours under Article 5,D, the nurse shall be paid shift differential, if any, for such daily overtime hours according to the Registered nurse's assigned shift under 1 above. However, if a nurse works four (4) or more hours of such daily overtime in a workday, the applicable shift differential for such daily overtime hours shall be the

1 higher of (a) the shift differential of the nurse's assigned shift or (b) the  
2 shift differential of the shift in which the majority of such overtime hours  
3 are worked. For purposes of (b) in the preceding sentence, the day shift  
4 is considered to be 7 a.m. to 3 p.m., the evening shift 3 p.m. to 11 p.m.,  
5 and the night shift 11 p.m. to 7 a.m. This paragraph will apply only to  
6 hours for which shift differential would not otherwise be paid under the  
7 other paragraphs of this Section 2.

8  
9 e. However:

10 i. Registered nurses scheduled for a twelve-hour shift commencing  
11 from 6:00 a.m. to 8:00 a.m. (day shift as defined above) will be  
12 paid evening shift differential for all hours worked on the shift  
13 after 3:30 p.m., if those hours do not otherwise qualify for shift  
14 differential under the other paragraphs of this Section 2, and

15  
16 ii. Registered nurses who, on the date of ratification of this  
17 Agreement are regularly assigned to a shift for which they receive  
18 shift differential pay for hours that would not be eligible for shift  
19 differential pay under 2.a, above, will continue to be paid the shift  
20 differential for those hours. This paragraph will cease to apply  
21 once the nurse is assigned to another shift. The nurse will  
22 thereafter be subject to the preceding paragraphs.

23  
24 3. Certifications. - A Registered nurse who meets the requirements of this  
25 Section shall receive a three dollars (\$3.00) per hour certification differential.

26 a. The Registered nurse must have a current certification on file with the  
27 Medical Center for the area where the nurse works a significant number of  
28 hours that meets one of these criteria:

29 i. Magnet-recognized certification;

1                   ii. Certification accredited by one of the following accrediting bodies:  
2                   National Commission Certifying Agencies, ISO 170-024 or  
3                   Accreditation Board for Specialty Nursing Certification; and/or

4  
5                   iii. Certification accredited by one of the following accrediting  
6                   bodies: National Commission Certifying Agencies, ISO 170-024  
7                   or Accreditation Board for Specialty Nursing Certification; and/or  
8

9                   b. Eligibility for the certification differential will cease beginning with the first  
10                  full pay period following the expiration date of the certification, unless the  
11                  nurse submits proof to the Medical Center of certification renewal before  
12                  that date. If the proof is submitted to the Medical Center after that date,  
13                  the certification differential will be resumed beginning with the first full  
14                  pay period following the submission.

15  
16                  c. A Registered nurse will be deemed to have worked a significant  
17                  number of hours in the area if at least one half (1/2) of the nurse's  
18                  hours worked are in that area. The Medical Center may, in its  
19                  discretion, determine that some lower proportion of hours worked in an  
20                  area qualifies as a significant number of hours worked for the purposes  
21                  of this section.

22  
23                  d. Only one (1) certification and one certification differential will be  
24                  recognized at a time for the purposes of this Section. Registered nurses  
25                  with multiple recognized certifications will receive certification differential  
26                  for only one (1) at a time.

27  
28                  The Medical Center will specify not less than one certification to be  
29                  recognized for each of the following areas: med/surg, day/surg, float,  
30                  surgery, critical care, IV therapy, emergency, family maternity, recovery,  
31                  orthopedics, neuroscience, psych, and kidney dialysis.

1       4. Preceptors. - A Registered nurse assigned as a preceptor will be paid a  
2       differential of three dollars and twenty-five cents (\$3.25) worked as a  
3       preceptor. A preceptor is a nurse who is designated by their nurse manager  
4       to:

5           i    assess the learning needs of a Registered nurse (nurse resident,  
6                fellow, capstone student nurse; newly hired experienced nurse, and/or  
7                agency nurse);

8  
9           ii   plan the Registered nurse's learning program

10  
11          iii   implement the program;

12  
13          iv   provide direct guidance and supervision to the Registered nurse during  
14               the program; and

15  
16          v    in conjunction with the nurse manager and/or designee, evaluate the  
17               Registered nurse's progress during the program.

18  
19                   This differential will not be paid for any unworked hours or for any  
20                   hours when the Registered nurse is not working as a preceptor.  
21                   Additionally, preceptor pay will not be paid for general orientation  
22                   to the unit when there is no need to assess and address the  
23                   learning needs of a Registered nurse.

24  
25       5. Weekends. – A Registered nurse will be paid a weekend differential of two  
26       dollars (\$2.00) per hour worked on the weekend. No weekend differential  
27       will be paid for any unworked hours. Weekend shifts are defined as shifts  
28       beginning within the period from 7:00 p.m. on Friday through 6:59 a.m. on  
29       Monday.

6. Nursing Float Pools (Children's Nursing Float Pool, and Nursing Float Pool). - Every Registered nurse in a position within one of the float pools shall initially receive a differential of two dollars (\$2.00) per hour for hours worked in a float assignment. After a Registered nurse has had one year of full-time work (1872 hours) in their designated float pool, their float pool differential will increase to four dollars (\$4.00) for hours worked in a float assignment (the differential increase to \$4.00 per hour will be effective April 20, 2025 and effective the first full pay period in January 2026, this differential will be increased from \$4.00 to \$5.00.) Registered nurses working in float pool positions will transition back to the regular Registered nurse job code, and their pay will drop by one level on the pay scale if previously granted credit for one additional step.

**D. Standby Compensation.** - The following standby compensation policies shall apply to all Registered nurses:

1. Registered nurses scheduled for voluntary standby shall be paid the sum of eight dollars (\$8.00) for each hour of scheduled standby.

2. Time actually worked on a call-back while on scheduled standby shall be paid for at one and one-half (1 ½) times the Registered nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such premium pay rate will begin with the time the nurse actually begins work during the standby period. Such premium rate will apply only where (1) the nurse has first clocked out and then received a call from the nurse's unit manager or designee asking the nurse to return to work or (2) where the nurse continues his or her scheduled shift for sixty (60) minutes or more. If the nurse continues his or her scheduled shift for fifty-nine (59) minutes or less, the nurse will receive one hour of the premium rate.

3. Mandatory Scheduled Standby. - For Registered nurses who work in units with mandatory scheduled standby, the following provisions will apply:



1 a. Registered nurses scheduled for mandatory scheduled standby shall be  
2 paid the sum of eight dollars (\$8.00) for each hour of mandatory  
3 scheduled standby.

4

5 b. If staffing on a unit with mandatory standby requires that Registered  
6 nurses exceed fifty-two (52) hours of standby in a four (4) week  
7 schedule, such nurses will for such schedules be paid ten dollars  
8 (\$10.00) for all standby hours in excess of fifty-two (52).

9

10 c. Scheduling of all standby hours will be distributed fairly and equitably  
11 among affected nurses.

12

13 d. On units where a Registered nurse or nurses wish to voluntarily exceed  
14 fifty-two (52) hours of scheduled standby per four (4)-week schedule, all  
15 such voluntary hours in excess of fifty-two (52) will be paid at six dollars  
16 (\$6.00) per hour.

17

18 Nursing units with mandatory scheduled standby will also follow the  
19 provisions in Appendix D.

20

21 4. Short Notice Standby Incentive Differential. A nurse who picks up a  
22 scheduled standby shift on short notice will receive a \$15 per hour  
23 differential for the time the nurse is on standby. This differential applies to  
24 any mandatory scheduled Standby shifts that becomes vacant after the  
25 schedule posts due to an unexpected absence (e.g., sick calls, LOAs,  
26 employment separations).

1     **E. Extra Shifts.**

2           1. Extra shifts differential. - A Registered nurse will be paid a differential of  
3           twenty dollars (\$20.00) per hour for all hours worked per week in excess of  
4           thirty-six (36), when such excess hours result from the nurse agreeing to  
5           work an extra shift of at least four (4) hours in duration (three and a half (3.5)  
6           hours for nine (9)-hour shift nurses), at the request of the Medical Center..  
7           The differential will not be paid for any unworked hours. To be eligible for the  
8           extra shift differential, the Registered nurse must have worked the scheduled  
9           shift of their FTE during the work week.

10  
11          2. Hours worked. - For the purposes of determining hours worked under  
12          Paragraph 1 above, regularly scheduled hours actually worked in the week  
13          will be counted, and the following regularly scheduled hours will also be  
14          counted for the week:

15           a. Not worked because of Low Census;

16  
17           b. Not worked because the Medical Center required attendance at a specific  
18           education program;

19  
20           c. Not worked because the nurse was on a paid educational leave from such  
21           hours; and

22  
23           d. Not worked because the nurse was excused due to a holiday under  
24           Article 6, A (including a compensating day off given for one of those  
25           holidays), from hours that would otherwise have been worked.

26  
27           e. Hours worked in determining eligibility for this differential will not include  
28           hours worked as a result of trades.

1 f. Hours worked as a result of being called into work while on a mandatory  
2 standby shift will be paid with the extra shift differential only when such  
3 hours exceed four (4) in the callback shift and will exceed thirty-six (36)  
4 hours in the week.

5  
6 g. Regular part-time Registered nurses will qualify for incentive pay for hours  
7 above their FTE provided that such hours are part of an extra shift of at  
8 least four (4) hours and that they have picked up responsibility for the  
9 shift within twenty-four (24) hours of the start of the shift.

10  
11 3. Scheduled extra shifts. - After the scheduling plan sheet is processed, the  
12 unit manager will determine which vacant shifts will be offered as scheduled  
13 extra shifts. These scheduled extra shifts will be designated on the list of  
14 open shifts on the unit. Prior to the Posting of the Final Schedule, only open  
15 shifts designated as scheduled extra shifts will qualify for the extra shift  
16 incentive.

17 a. Prior to offering any extra shifts, the Medical Center may offer each  
18 volunteering resource nurse up to thirty-six (36) hours of work per week.

19  
20 b. Each regular part-time and full-time qualified Registered nurse will be  
21 given preference for these shifts in order of the nurse's seniority, for up to  
22 two (2) extra shifts in the nurse's home unit during the schedule period,  
23 provided, however, that nurses indicating a willingness to float within their  
24 cluster will have priority over nurses who do not make themselves  
25 available to float. The order specified above will recur until all the open  
26 shifts have been assigned or there are no remaining requests for an open  
27 shift.

28  
29 c. These shifts will be coded on the final posted schedule as scheduled  
30 extra shifts.

- 1 d. If a scheduled extra shift is canceled, and if standby is needed by the  
2 Medical Center, the nurse will be given the option to be on standby for  
3 the nurse's cluster.
- 4
- 5 e. Any Registered nurse scheduled to work an extra shift will receive at least  
6 two (2) hours' advance notice if the shift is to be canceled. This notice  
7 requirement will be deemed satisfied by a reasonable effort to notify the  
8 nurse by telephone not to report for work.
- 9
- 10 f. If the foregoing notice provision is not satisfied, or if the Registered nurse  
11 is permitted to come to work without receiving any notice, the nurse is  
12 eligible to receive four (4) hours of pay in accordance with the provisions  
13 of Paragraph 1 herein.
- 14
- 15 g. Registered nurses working scheduled extra shifts are subject to being  
16 called off, after four (4) hours of work, prior to any other nurse working a  
17 regular shift, subject to the particular needs of patients and continuity of  
18 patient care at the time of the call-off.
- 19
- 20 h. Qualifications. - To qualify for working an extra shift, a Registered nurse  
21 must have the skill, ability and qualifications that meet the needs for the  
22 particular assignment. Nurses may be disqualified from working an extra  
23 shift for a period of six (6) months after receiving a corrective action.

1     **F. Pyramiding.** - There shall be no pyramiding of time-and-one-half and/or double-  
2     time premiums under this Agreement. An hour for which such a premium is  
3     payable under a provision of this agreement will not be counted toward any  
4     other time and one-half or higher premium for that or any other hour.  
5     Notwithstanding the no pyramiding language above, the hours a nurse works  
6     on a holiday will be counted towards hours worked for overtime purposes;  
7     however, under no circumstance will a nurse be paid a premium of more than  
8     time-and-one-half for the time worked on a holiday.

## APPENDIX B – CLINICAL LADDER

**A.** Providence St. Vincent Medical Center (the “Medical Center”) and Oregon Nurses Association (the “Association”) are committed to the professional development, satisfaction, recruitment and retention of nursing staff. This brings about the best working conditions, patient care and benefits to our community at large. To that end, the Clinical Ladder program is in place to allow staff nurses to develop and explore professionally in areas to the mutual advantage of the nurse and the Medical Center.

**B.** To that end, the parties hereby adopt the currently agreed upon Clinical Ladder Program (“the Program”) and the following terms in connection with said Program:

1. Nurses covered by the parties’ Collective Bargaining Agreement (“Agreement”) are eligible to participate in the Program, in accordance with the Program’s terms.
2. Nothing in the Program is subject to the grievance procedure set forth in the Agreement.
3. A registered nurse who has been approved for, and is participating in, an advanced level under the Program will receive an increase in her/his Appendix A, Section A, hourly rate of pay under the Agreement, equal to the applicable amount set forth below for the Nurse’s Clinical Ladder level.

Effective two full pay periods after ratification

Level 1: \$ 0.00

Level 2: \$ 2.00

Level 3: \$ 5.50

Level 4: \$ 6.50

Level 5: \$ 7.50

**C.** In addition to the above-listed hourly rates of pay, registered nurses approved for and participating at, the following shall be eligible for:

1. Level 1 RNs 8 hours, Level 2 RNs 16 hours, Level 3 and Level 4 RNs 32 hours, and Level 5 RNs 40 hours additional paid educational leave annually.

2. Level 2 RNs will receive up to four hundred and fifty dollars (\$450.00), Level 3 RNs will receive up to eight hundred dollars (\$800.00), Level 4 RNs will receive up to one thousand dollars (\$1000.00), Level 5 RNs will receive up to one-thousand, two hundred and fifty dollars (\$1250) in addition to whatever expense reimbursements they may otherwise qualify for, to defray the cost of registration and attendance in connection with the additional paid educational leave set forth in paragraph 4a. (The parties acknowledge that these dollars are allocated based on a calendar year and, if not used in a calendar year, the funds will not rollover into the next year.)

**D.** The Medical Center shall provide two educational conferences for all registered nurses at Providence St. Vincent Medical Center per year.

**E. Clinical Ladder Board.**

1. The Clinical Ladder Board (“the Board”) will operate consistent with this Agreement and its charter. The charter will be developed by the Board. Should the Board desire to amend the charter, it will submit the amendments to the Medical Center and Association for formal approval. The Board will revise the charter to conform to this Letter of Agreement, if necessary.
2. The Board will consist of up to 20 nurse members. Board members will be Association members. Once each quarter, each nurse member will be compensated for his or her actual times spent in packet review meetings, up to a total of 32 hours per year. If such meetings are less than the length of the nurse’s scheduled shift for that day, a Board member may return to work for the remainder of their shift, use PTO for the remainder of the shift, or take the remainder of the shift as unpaid leave. In addition, each Board member will receive a stipend of \$200 for each full quarter they act as a Board member (\$300/quarter each for the Board Chair and Chair Elect), to reflect their time spent attending other Program-related meetings, providing mentoring, and organizing Program-related trainings and conferences.
3. The Board shall prepare the agenda and keep minutes of the meetings, copies of which shall be provided to the Chief Nurse Executive and a designated Clinical Ladder liaison from the Medical Center’s management team and Association within two (2) weeks of each Board meeting. The minutes shall include a list of projects reviewed and approved by the Board each quarter.



**F. Clinical Ladder Process Review Committee.**

1. The parties agree to form a Clinical Ladder Process Review Committee (“the Committee”) to review successes and challenges of the Program, and to resolve any individual concerns about the process, review topics for levels 3 and 4 projects, project results, and any other disputes that may arise under the Program.
2. The Committee will consist of 2 members of the Board, the Medical Center’s Chief Nursing Officer, one management representative chosen by the Medical Center, one Human Resources representative chosen by the Medical Center, and one Association representative or designee.
3. The Committee will meet quarterly on the same day that the Clinical Ladder Board meets. The Committee will review the number of applicants, approvals and denials, and will discuss any potential issues (e.g., whether certain units are declining in participation). The results of the Committee meeting will be reported at the nearest Labor Management Task Force Committee Meeting.
4. The Committee will meet within 14 days of a request from a nurse applicant, the Clinical Ladder Board, the Medical Center, or the Association, unless the parties agree to extend such deadline in writing. Such request for a meeting will describe the concern and the requested resolution. The Committee will respond to the concern in writing within 14 days of its meeting, unless the parties agree to extend such deadline in writing.
5. The Committee may invite any nurse or nurse manager to its meeting if it determines that the nurse or nurse manager can provide information helpful to understanding an issue or concern, or that would help the Committee’s decision-making process.

- 1           6. Any nurse who wishes to attend a meeting during open session may do so.  
2           Advance notice to the Committee is encouraged when possible. The  
3           Committee may at times hold an executive (closed) session which will not  
4           be open to nurses or managers, subject to subsection 7e., above.  
5           Executive (closed) sessions may be called in instances in which the  
6           Committee reviews an issue affecting an individual applicant.  
7  
8           7. The Committee will endeavor to make decisions by consensus. If it cannot  
9           reach consensus, decisions will be made by a majority vote of the voting  
10          members, which will be the two Clinical Ladder Board members, the Chief  
11          Nursing Officer, and the management representative.  
12  
13          8. Committee members will be paid for time spent in committee meetings,  
14          which hours will not be subject to the limitations in Section 6.b.  
15  
16          9. Three (3) 90-minute training sessions for nurses interested in participating  
17          in the revised Program will be provided by up to six Clinical Ladder Board  
18          Members, who will be paid for the time spent in each training session.  
19  
20          **G.** The Program will remain in effect as currently agreed upon, except as modified  
21          by this Letter of Agreement or by subsequent agreement of the  
22          parties. Notwithstanding this provision, if the Clinical Ladder Board determines  
23          additional revisions to the clinical ladder packet (non-economic terms) are  
24          appropriate, the Board may request that the Medical Center and Association  
25          meet to review the Board's proposed changes.

## APPENDIX C – STANDARDS OF BEHAVIOR

The Medical Center and the Association strongly support standards of behavior in the workplace that are consistent with the mission and core values of Providence Health System and with the ANA Code of Ethics. The parties support the enforcement of these standards with respect to all Medical Center employees and contractors, including managers, providers, and bargaining unit nurses. There is an inherent value in the observance of standards of behavior that create a culture where employees feel valued and patients are attended to with the utmost care and respect. Accordingly, the parties agree as follows:

**A. Zero Tolerance.** - The parties agree to cooperate with each other to promote zero tolerance of hostile, violent or abusive behavior, consistent with existing contract provisions and Medical Center policies prohibiting intimidation and harassment.

**B. Collaborative Work Environment.** - The parties agree to actively and cooperatively reinforce with bargaining employees and their managers the positive attributes that characterize and sustain a collaborative, professional workplace environment.

**C. Reporting and Non-Retaliation.** - The Medical Center, in partnership with the Association, supports nurses individually addressing and reporting, if necessary, incidents that involve violations of the above-referenced standards of behavior. The parties will be diligent in assuring that no nurse will experience any retaliation for reporting such a violation.

## APPENDIX D – ADDITIONAL PROCEDURES FOR SURGICAL SERVICES AREAS

**A. Main Operating Room.**

1. The department will be staffed twenty-four (24) hours a day, with work schedules designed to provide care as needed. Start times generally are: 7 a.m., 9 a.m., and 11 a.m. on day shifts, 3 p.m. on evening shifts, and 11 p.m. on night shifts. Nurses who have worked continuously in the operating room or the cardiac surgery unit since before January 1, 2000, will not be scheduled to work Sundays (except on standby) without their consent.
2. Main operating room nurses may be assigned to provide operating room procedures in any department or unit.
3. Changes in the assigned days off of part-time nurses may occur (a) when the nurse's scheduled shift or FTE status changes; (b) on a voluntary basis if agreed to by the Medical Center; or (c) in all other circumstances, on the basis of reverse seniority of the part-time nurses on the shift. If a nurse's assigned days off are changed under "c" and a vacancy occurs on the same shift with the same number of days per week within ninety (90) days of the change, the nurse will be given the first opportunity to fill the vacancy. The preceding sentence will not apply to nurses who enter the main operating room on or after January 1, 1994.
4. Except as limited by Subsection 1 above or as the result of volunteers, nurses will rotate to cover weekend shifts, usually not more than once every five to six (6) weeks.

1     **B. Cardiac Surgery Operating Room Nurses.**

2             The cardiac surgery operating room unit will be staffed, with work schedules  
3             designed to provide care as needed. Nurses who have worked continuously  
4             in the operating room or the cardiac surgery operating room unit since  
5             before January 1, 2000, will not be scheduled to work Sundays (except on  
6             standby) without their consent.

7  
8             Cardiac surgery operating room nurses will float to other cardiac operations  
9             departments and the main operating room, subject to the provisions of  
10            Article VIII, and perform prescribed duties as needed.

11  
12    **C. Standby Exemption.**

13            Main Operating Room Nurses who have been assigned a regular schedule  
14            of standby in any of the Medical Center's operating rooms for at least  
15            twenty (20) years as an RN or operating room technologist will be exempt  
16            from standby if they so choose before the schedule is prepared. If there are  
17            problems in covering standby or if the exemption of such twenty (20)-year  
18            nurses from standby results in an increase to the required standby shifts of  
19            the non-exempt nurses of greater than four (4) call shifts per call rotation  
20            schedule (six (6) weeks) over three (3) call rotations periods (eighteen (18)  
21            weeks), the Medical Center and Association will meet, upon request, to  
22            consider modification of the exemption in order to provide appropriate  
23            standby.

24  
25            Nurses working in the Cardiac Surgery Operating Room, Cath Lab, Surgical  
26            Services Ophthalmology, Medical Procedures Unit, Pediatrics operating  
27            rooms and who have been assigned a regular schedule of standby in the  
28            one or more of these units for at least twenty (20) years as an RN or  
29            operating room technologist, may, when staffing levels permit, be allowed to  
30            be exempt from or to have a reduced required standby obligation on their  
31            unit(s). The extent of the reduction or exemption will depend on the number

1 of senior nurses on the unit and the unit's operating requirements, as  
2 determined by the Medical Center in collaboration with each unit's staffing  
3 committee. It is the intent of the parties that such reduction or exemption will  
4 not cause the other nurses on the affected unit to experience an increased  
5 standby obligation of more than one standby shift per standby schedule.  
6 The reduction/exemption may be rescinded if core staffing needs cannot be  
7 met.

8  
9 **D. Standby Expectations.**

10 Nurses on standby will be expected to be able to arrive at work within thirty  
11 (30) minutes. Sleep rooms for use during non-working time while on  
12 standby are provided for those who want to remain in the Medical Center.

13  
14 Standby hours may be "given away" to qualified staff with the prior approval  
15 of the Medical Center.

16  
17 **E. Overtime Waiver.**

18 Registered nurses may waive overtime under Article 5, D.2 (or daily overtime  
19 under any applicable Nine (9)-hour, Ten (10)-hour, or Twelve (12)-hour  
20 Schedule Agreement), by signing a form which provides for replacement of such  
21 waived overtime with overtime compensation for all consecutive hours worked in  
22 excess of eight (or nine, or ten, or twelve, if applicable, under the Nine-hour, or  
23 Ten-hour, or Twelve-hour Schedule Agreements). Such waiver may be revoked  
24 upon 30 days' written notice to the Medical Center.

25  
26 **F. Resource Nurse Standby Requirements.**

27 Resource nurses hired on or after February 24, 2010 (the date of the  
28 ratification of the Resource Nurse Agreement) shall be subject to the  
29 standby requirements of Article 5, M. Resource nurses employed prior to  
30 February 24, 2010 will not be subject to the standby requirements in Article

1 5, M) but shall continue to fulfill the standby requirements which existed  
2 prior to February 24, 2010. This provision applies to resource nurses  
3 employed in the Cardiovascular Operating Room, Pediatrics Operating  
4 Room, Medical Procedures Unit, Surgical Services Ophthalmology, Cath  
5 Lab and Main Operating Room. Resource nurses will provide availability for  
6 standby based on the procedure/process determined by the department's  
7 scheduling practices, not to exceed the standby requirements applicable to  
8 regular full-time and part-time nurses.

- 9 a. In addition to F.1, above, resource nurses who have been assigned  
10 a regular schedule of standby in any of the Medical Center's  
11 procedural areas for at least twenty (20) years as an RN will not be  
12 required to take standby in the main operating room.

**APPENDIX E – HEALTH, DENTAL, AND VISION INSURANCE**

The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Medical Center's employees, with the same cost share. Details on medical, prescription, dental and vision plans are available in the Summary Plan Description.



**NINE HOUR SCHEDULE AGREEMENT**

**PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES**

1. I have requested the workweek known as the nine (9) hour schedule.
2. I understand and acknowledge that in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1 ½) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:
  - a. Nine (9) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or
  - b. Thirty-six (36) hours every workweek of seven (7) consecutive days.
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least thirty (30) days in advance.
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

APPROVED

\_\_\_\_\_  
For Providence St. Vincent Medical Center

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Cc: Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employees File

\_\_\_\_\_  
Employee #

**TEN HOUR SCHEDULE AGREEMENT**

**PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES**

1. I have requested the workweek known as the ten (10) hour schedule.
2. I understand and acknowledge that, in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1 ½) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:
  - a. Ten (10) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or
  - b. Forty (40) hours in each workweek of seven (7) consecutive days.
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least thirty (30) days in advance.
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

APPROVED

\_\_\_\_\_  
For Providence St. Vincent Medical Center

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Cc: Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employees File

\_\_\_\_\_  
Employee #

## TWELVE-HOUR SCHEDULE AGREEMENT

### PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the twelve (12)-hour schedule. Under this schedule, the normal workday shall consist of twelve (12) hours work per day within twelve and a half (12 ½) consecutive hours, with a work schedule based on three (3) twelve (12)-hour days per week.
2. I understand and acknowledge that in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1 ½) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:
  - a. Twelve (12) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or
  - b. Thirty-six (36) hours every workweek of seven (7) consecutive days.
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

APPROVED

---

For Providence St. Vincent Medical Center

---

Signature of Employee

---

Cc: Employee

---

Date

---

Employees File

---

Employee #

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

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

For purposes of this Letter of Agreement, "good standing" includes: (1) the nurse has not received any corrective action within the previous two years; (2) the nurse has not received an overall score of "needs improvement" or lower at any time in the last two years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action following the announcement of the layoff provided that such behaviors or misconduct is documented in writing in the nurse's personnel file and communicated in writing to the nurse.

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

This agreement will only be honored for Providence nurses with a different Providence employer when a similar agreement with regards to hiring exists in the association contract if any of that nurse's former Providence employer.

1           **LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING**  
2

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

12   **A.** A health care unit restructure is defined as the moving or consolidation of an  
13       existing health care unit or units from another employer (either from another  
14       Providence employer or from outside Providence) to the Medical Center campus  
15       as defined in this Agreement.  
16

17   **B.** In the event of a health care unit restructure, the Medical Center will give the  
18       Association a minimum of thirty (30) days' notice to allow adequate time to  
19       discuss concerns and transition plans and bargain over any impacts on  
20       bargaining unit nurses.  
21

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

25   **D.** In the event of a health care unit restructure, the nurses joining the Medical  
26       Center from the other employer(s) will have their seniority calculated in  
27       accordance with Article 18 as if they had worked at the Medical Center. To the  
28       extent that such nurses do not have a record of hours worked, the parties will  
29       meet to agree upon a system to calculate the nurses' seniority based on the  
30       other employer's existing seniority system (if any), an estimate of hours worked,  
31       or on the nurses' years worked for the other employer. The Association may

1 revoke this Paragraph (D) regarding seniority if the other employer does not offer  
2 a similar agreement or policy with regard to health care unit restructuring with  
3 regard to giving Medical Center nurses, hired by the other employer in the event  
4 of a health care unit restructure, reciprocal seniority.

5  
6 **E.** If new positions result from the restructure, nurses from the unit or units affected  
7 by the restructure will be given the first opportunity to apply for those newly  
8 created positions. The job bidding and posting processes for such position will be  
9 worked out by the Association and the Medical Center but will generally adhere  
10 to the seniority and job posting provisions of Article 18. Any positions not filled by  
11 nurses from within that unit will then be posted and offered to other Medical  
12 Center nurses consistent with Article 18.

13  
14 **F.** If there are any position reductions or eliminations within the affected unit within  
15 six (6) months of such restructure, Article 19 will apply, subject to the following  
16 exceptions:

17 Any layoff will take place first among any nurses hired following the  
18 restructure and who are still in their probationary period, followed by those  
19 nurses who joined the Medical Center under the provisions of this Letter of  
20 Agreement, then finally among nurses who were employed by the Medical  
21 Center at the time of the restructure.

22  
23 Any nurse who joined the Medical Center as part of the restructure and who  
24 is displaced is not eligible to displace or “bump” any nurse who was  
25 employed by the Medical Center at the time of the restructure.

26  
27 **G.** Nurses’ wage rates will be set in accordance with the provisions of Appendix A,  
28 including the provisions regarding experience and placement on wage steps. If  
29 as a result a newly hired nurse would be paid a rate less than they were paid at  
30 the nurse’s prior employer, the Medical Center will meet with ONA to discuss

options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Appendix A of the parties' collective bargaining agreement. If a nurse coming to the Medical Center from another employer is then currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on the Medical Center's clinical ladder program, based on the Medical Center's clinical ladder application schedule.

**H.** Consistent with Article 18-F, any nurses who join the Medical Center as part of a unit restructure will be ineligible to transfer to other positions within the Medical Center for a period of six (6) months.

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



## PROVIDENCE OREGON AND ONA AGREEMENT ON HEALTH CARE WORK GROUP

Providence's Oregon ministries ("Providence") and the Oregon Nurses Association ("ONA") and American Federation of Teachers ("AFT") have a shared interest in ensuring caregivers and their families have access to quality, affordable health care at a sustainable cost for both the caregivers the employer. To that end, ONA and Providence agree to create a work group to share information, discuss and explore potential health care options as follows:

1. An equal number of Providence and ONA representatives will participate in the work group, consisting of one ONA representative regularly assigned to each bargaining unit and one core leader from each respective ministry. The parties may mutually agree to invite an equal number of AFT and management representatives to participate in a particular session.
2. The parties will meet quarterly for two (2) hours (or more if mutually agreed) at a mutually agreeable location. The parties may exchange information electronically in between sessions. Parties and guests may participate in the work group electronically to accommodate geographic location/travel needs and to facilitate participation.
3. The parties agree to use the work group to share and discuss information and ideas, and to explore potential options for providing health care options, including but not limited to a Taft Hartley health plan, to caregivers and their families.
4. The parties may mutually agree to invite guest speakers including subject matter experts from ONA, Providence or external organizations.

- 1        5. The parties agree the work group is exploratory and will not have authority  
2        to make benefits election, financial or other operational decisions. An  
3        annual report will be presented to the parties.  
4
- 5        6. The parties agree the work group will be a safe place for the parties to  
6        express themselves and share information. While the parties may have  
7        different perspectives on a particular issue, they agree to assume good  
8        intentions and interact with each other in a respectful manner. To further  
9        that end, the parties agree that they may only share discussions,  
10       presentations and materials from the work group internally with their  
11       stakeholders, and will not do so publicly.  
12
- 13       7. This agreement will remain in effect for three years and thereafter until  
14       such time as either party provides the other 90 days' written notice that  
15       the agreement wil1 end. Both parties agree that no reason is required and  
16       neither party will comment on or characterize the other's termination of the  
17       agreement.

Signed and so agreed this day of \_\_\_\_\_ 2025

**Oregon Nurses Association**

**Providence St. Vincent Medical Center**

\_\_\_\_\_  
Gabriel Erbs, ONA Labor Representative

\_\_\_\_\_  
Elizabeth Paxton, CNO

## EP LAB LETTER OF AGREEMENT

Oregon Nurses Association and Providence St. Vincent Medical Center agree that EP Lab Registered Nurses at Providence St. Vincent Medical Center are covered by the current collective bargaining agreement (CBA) between Providence St. Vincent Medical Center and the Oregon Nurses Association, under the following terms and conditions:

1. All articles, sections, and letters of agreement contained in the CBA apply to EP Lab Registered Nurses unless otherwise specified herein.
2. EP Lab nurses will maintain their current PTO accrual rates and access to the Short-Term Disability program under the terms and conditions in place as of ratification. The following sections of the ONA agreement are not applicable to EP Lab RNs: 3-A, *Vacations*, 3-B, *Paid Time Off*, 4-A, *Sick Leave*, 4-B, *Extended Illness Time*, 6, *Holidays*, and *Letter of Agreement Front Loading of Hours to RN PTO/Vacation Banks*. EP Lab nurses will have access to the enhanced Short-Term Disability program currently available for non-represented caregivers.
3. The terms outlined in Appendix A will be applicable for step progression. The anniversary date for each EP Lab RN is the date of contract ratification for EP Lab RNs employed at that time.
4. The seniority date for each of the EP Lab RNs is the date of contract ratification, December 27, 2022, for all EP Lab RNs employed at that time. Notwithstanding the above, EP Lab vacation requests will be based on date of hire within the Medical Center.
5. For the purposes of article 8, *Floating*, the EP Lab shall combine with the Cath Lab as a cluster. For the duration of this Letter of Agreement, floating within the EP Lab/Cath Lab cluster will be in accordance with the status quo (on volunteer basis).

- 1     6. The EP Lab shall not move to weekend or standby scheduling during the term  
2         of this agreement.  
3
- 4     7. Registered nurses required to sign up for or work mandatory overtime beyond  
5         their regularly scheduled shift duration will have such time treated as required  
6         scheduled standby and paid under the terms of Appendix A Section D-2.  
7
- 8     The following agreement shall remain in effect until either party serves notification  
9     contained in Article 25 - *Duration and Termination*, of the collective bargaining  
10    agreement.

**Oregon Nurses Association**

**Providence St. Vincent Medical Center**

\_\_\_\_\_  
Gabriel Erbs, ONA Labor Representative

\_\_\_\_\_  
Elizabeth Paxton, CNO

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

## RN CARE MANAGER LETTER OF AGREEMENT

Oregon Nurses Association (“ONA”) and Providence St. Vincent Medical Center (“PSVMC”) agree that Registered Nurse Care Managers at Providence St. Vincent Hospital are covered by the current collective bargaining agreement (CBA) between Providence St. Vincent Medical Center and the Oregon Nurses Association, under the following terms and conditions:

1. All articles, sections, and letters of agreement in the CBA shall apply to Registered Nurse Care Managers unless otherwise specified herein.
2. The PTO accrual rates for RN Care Managers will align with accrual rates of other non-exempt caregivers on the Short-Term Disability program. RN Care Managers will have access to the enhanced Short-Term Disability program currently available to non-represented caregivers at the Medical Center. The following related sections of the ONA agreement are not applicable to Care Manager RNs: Article 3-A Vacations, Article 3-B Paid Time Off, Article 4-A, Sick Leave, Article 4-B Extended Illness Time, and Article 6 Holidays.
3. Regular shift times are as follows: The (10)-hour shift: seven (7) a.m. to five-thirty (5:30) p.m. Eight (8)-hour shift: eight (8) a.m. to four-thirty (4:30) p.m. Registered Nurse Care Managers will maintain their current process for adjusting daily shift times through communication with the unit leader.
4. The provisions of Article 8, *Floating*, are not applicable to Care Manager RNs.
5. During the term of this agreement, changes to a Registered Nurse Care Manager’s shift duration may only occur through mutual agreement of the Care Manager and Medical Center.
6. The Care Management Department will maintain the current self-scheduling model below.

1 7. Upon ratification, the Care Management Department will be added to the  
2 Housewide Nurse Staffing Committee. The Care Management staffing plan is  
3 not required to be submitted to the Oregon Health Authority. The department  
4 staffing plan shall be developed in collaboration with staff and shall take into  
5 consideration Social Workers and other non-RN staff. The plan shall establish a  
6 core number of staff per day, considering census and acuity on the floors, and  
7 the number of ACM floats or helpers. The plan shall consider volume at the  
8 beginning of each week. For example, if volume is higher than average, the  
9 department shall increase staffing needs through the duration of the week to  
10 meet increased patient demand.

11

12 8. Work Schedule. Care Management will continue the current scheduling process  
13 and posting of work schedules, with the goal to balance the schedule equitably,  
14 as shown below.

15

16 RN Care Managers are expected to sign up for a certain number of Mondays  
17 and Fridays per scheduling period, based on their FTE, as follows:

- 18     ▪ Full time employees are expected to sign up for 16-18 Mondays and  
19       Fridays.
- 20     ▪ 0.8 FTE are expected to work 14-16 Mondays and Fridays
- 21     ▪ 0.75 FTE are expected to sign up for 11-13 Mondays and Fridays
- 22     ▪ 0.7 FTE are expected to sign up for 11-13 Mondays and Fridays
- 23     ▪ 0.6 FTE are expected to sign up for 11-13 Mondays and Fridays
- 24     ▪ Resource RN Care Manager Nurses
  - 25       ▪ Staff will submit availability for a minimum of 3 days/month, 2  
26       weekend shifts per quarter and one major holiday per year.
  - 27       ▪ Holiday Requirement: Resource staff to work one holiday per year. If  
28       they choose to work more than one holiday, they are required to tell  
29       the core leader of their availability, so the EDO list can be utilized to  
30       possibly let a regular staff member off (if staffing is at core).

- 1                   ▪ If unable to work a scheduled shift (except sick or LOA), the process is  
2                   the same as benefitted RNCMs - a replacement or trade with another  
3                   caregiver must be found to cover the shift.  
4
- 5   9. The schedule will be balanced equitably.  
6
- 7   10. Time Off Requests/Shift Changes. RN Care Managers will submit their PTO  
8       requests via PTO request form electronically, to their core leader and  
9       Administrative Coordinator, in the order of priority, by the dates in paragraph 1  
10      above. If PTO requests are not submitted on time, requests will be considered  
11      in order of receipt of the requests.  
12
- 13   11. For time off on scheduled weekends, the RN Care Manager must trade for the  
14      weekend requested or find someone to work for them.
- 15                   • Trading is allowed prior to being at core staffing.  
16                   • Giving a shift away to someone else may not occur unless the  
17                   department is at core staffing for that time period.  
18                   • If unable to find coverage, the RN Care Manager is responsible to  
19                   work their assigned weekend.  
20
- 21   12. All shift changes must be covered by trade, on call staff or approved extra shift,  
22      except for approved PTO. The RN Care Manager must notify the core leader  
23      and their Administrative Coordinator/timekeeper of any requested shift trades.  
24      Leadership must approve requested shift trades. Shift changes may be denied  
25      if the department is short-staffed for a particular day.  
26
- 27   13. Scheduling considerations for pre-scheduled time off may include:  
28                   • Two to three PTO requests may be approved for RN Care Managers  
29                   per weekday, depending on availability of staff coverage.

- PTO will be granted based on accrued hours. PTO requests may be denied based on lack of PTO hours, at leadership's discretion.
- PTO requests will be made in priority order (numbered from 1 up to 7 at a time).
- No more than 2 consecutive weeks of PTO per person will be granted during prime vacation times (defined below). Additional time exceeding two weeks will be authorized at the discretion of leadership.
- Prime vacation times are Spring Break (Washington County and Portland Public School District dates), June 1 through Labor Day, Christmas, and New Year's Day.
- If the event of competing PTO requests, leadership will confer with caregivers to resolve. If time off cannot be resolved, leadership will take into consideration seniority within the department, prior two years of granted PTO for specific dates, and total of PTO approved for the year. If the person with seniority has received same days for PTO the previous year, PTO may be given to a caregiver of lesser seniority.

**14. Holidays.** Holidays are defined as: Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas, Martin Luther King Jr. Day, and New Year's Day.

a. RNCM staff will be assigned to a holiday rotation. This rotation will assign each staff member to work two to three holidays per year, one summer holiday and one winter holiday. See rotation assignments below.

i. Staff members are allowed to trade with others to work a different holiday than the one assigned by their rotation.

ii. Resource staff must give their availability to the core leader who will use the EDO list to allow regular staff the Holiday off if staffing is to core.

iii. If a Resource RNCM can work an extra Holiday, they are to notify the core leader who will use the EDO list to determine if a caregiver may



1 take the day off. Staff may not solicit a Resource RNCM to work a  
2 holiday. It must be done through the EDO list.  
3

4 iv. If the hospital census allows, the department manager and/or charge  
5 nurse may decide to offer holiday staff the option to take PTO on their  
6 assigned holiday. If fewer staff than are scheduled are needed on the  
7 holiday, the core leader/charge nurse will utilize the EDO list and  
8 offer the person at the top of the list the opportunity to take PTO that  
9 day. If that staff member accepts the day off, their name will go to the  
10 bottom of the list. If that person declines, their name will remain in the  
11 same spot on the list and the opportunity to take PTO will be offered  
12 to the next person on the list who is also working that day.  
13

14 v. The core leader will determine the appropriate coverage for holidays  
15 and other unusual days i.e., Christmas Eve, Thanksgiving Friday and  
16 weekends surrounding holidays. If census changes, the core leader  
17 or charge nurse will decide before the holiday if changes to staffing  
18 can be made.  
19

20 vi. Rotating holiday schedule. (Group member names are maintained by  
21 core leader and charge nurse.)  
22

- 1                   vii. Resource RNs will be added to the rotating holiday schedule to work  
2                   one holiday per year.

	Memorial Day, Thanksgiving	July 4 <sup>th</sup> & Christmas	Labor Day & New Year's Day
2024-2025	Group B	Group C	Group A
2025-2026	Group A	Group B	Group C
2026-2027	Group C	Group A	Group B

- 3   15. Exclusions from ONA Contract. The following sections of the ONA collective  
4       bargaining agreement are not applicable to Care Manager RNs: Article 3-C,  
5       Scheduling Time Off, and sections 1-3 and 6 of Article 20 Resource Nurses.  
6       Sections 4-5, and 7-10 of Article 20 *are* applicable to Resource RN Care  
7       Managers.
- 8   16. Anniversary/Seniority Dates: ONA seniority and step increase anniversary  
9       dates are the date of ratification (1/6/23) except for those registered nurses who  
10      transferred into Care Management with existing seniority/anniversary date(s)  
11      and except for RN Care Managers hired after the date of ratification.
- 12   17. Layoffs. In the event of an anticipated layoff, the parties agree to negotiate the  
13      process used to determine which RN Care Managers would be impacted.

1 This agreement shall remain in effect until either party serves notification 2  
2 contained in Article 25, *Duration and Termination*, of the collective bargaining  
3 agreement.

**Oregon Nurses Association**

**Providence St. Vincent Medical Center**

\_\_\_\_\_  
Gabriel Erbs, ONA Labor Representative

\_\_\_\_\_  
Elizabeth Paxton, CNO

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**LETTER OF UNDERSTANDING – BENEFITS NAVIGATOR**

It is agreed that to assist with the transition to Aetna as a third-party administrator for health benefits, a dedicated Benefits Navigator will be made available through Aetna to nurses at Providence St Vincent Medical Center.

The Benefits Navigator will be available to assist employees for period of six months following the execution of this Letter of Understanding. The Benefits Navigator will be available to assist employees with questions regarding the transition to Aetna, available benefits, utilization of benefits, and similar health benefits issues. Employees will first connect with an Aetna representative via the contact methods set forth on the Aetna Member Portal to attempt to address issues before reaching out to the Benefits Navigator. The parties agree and acknowledge that issues related to this Letter of Understanding are not subject to any grievance or arbitration process.

**Oregon Nurses Association**

**Providence St. Vincent Medical Center**

\_\_\_\_\_  
Gabriel Erbs, ONA Labor Representative

\_\_\_\_\_  
Elizabeth Paxton, CNO

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

1 *December 30, 2022*

2 **Care Management RN Wage Progress**

3 \*Wage increases effective the second full pay period following ratification

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## CONTRACT RECEIPT FORM

(Please fill out neatly and completely)

Return to Oregon Nurses Association  
18765 SW Boones Ferry Road, Suite 200  
Tualatin, OR 97062-8498  
Or, fax to ONA at 503-293-0013.

Thank you.

Your Name:

---

I certify that I have received a copy of the ONA Collective Bargaining Agreement  
with Providence St. Vincent Medical Center, Feb. 24, 2025, until Dec. 31, 202.

Signature:

---

Today's

Date:

---

Mailing

Address:

---

---

---

Cell

Work

Phone:

Phone:

---

---

Email:

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Unit:

Shift:

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