

AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER

July 11, 2022 through December 31, 2023

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AGREEMENT

THIS AGREEMENT is made and entered into by and between PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER, Oregon City, Oregon, hereinafter referred to as the "Medical Center" and the OREGON NURSES ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE 1 – PREAMBLE

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

ARTICLE 2 – RECOGNITION

The Medical Center recognizes the Association as the sole collective bargaining representative for all employees in the following unit: "All regular part-time, regular full-time and per diem registered nurses, including Charge nurses, and outpatient infusion registered nurses of the Employer employed at its Medical Center located at 15th and Division, Oregon City, Oregon, excluding regular part-time and full-time directors of nursing, nurse managers, associate nurse managers, clinical coordinators, education directors, lactation consultants, CRNAs, office clerical employees, guards, and supervisors as defined in the Act."

ARTICLE 3 – DEFINITIONS OF TERMS

The following definitions shall apply in this Agreement:

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

1 **3.2 Full-Time Registered Nurse** - A Registered Nurse who is regularly
2 scheduled to work a forty (40)-hour week (thirty-six (36) hours for Nurses regularly
3 scheduled to work twelve (12)-hour shifts).

4
5 **3.3 Part-Time Nurse** - A Registered Nurse who is regularly scheduled to work
6 less than forty (40) hours per week (less than thirty-six (36) hours for Nurses
7 regularly scheduled to work twelve (12)-hour shifts) but at least twenty-four (24)
8 hours per week, and who is designated by the Medical Center as a “part-time”
9 Registered Nurse.

10
11 **3.4 Per Diem Nurse** - A Registered Nurse who is not assigned an FTE by the
12 Medical Center and works on an as-needed basis.

13
14 **3.5 Introductory Nurse** - A full-time or part-time Registered Nurse who has
15 been employed by the Medical Center less than ninety (90) calendar days. The
16 introductory period may be extended by the Medical Center for an additional thirty
17 (30) (sixty (60) for recent nursing school graduates) calendar days by written notice
18 to the nurse and the Association.

19
20 **3.6 Charge Nurse** - Registered Nurse who in collaboration with unit manager
21 and Nurse Supervisor, has unit leadership duties, including patient assignments for
22 nurses/bed planning, staffing, and who assist in patient care. The charge nurse is
23 also responsible for mentoring staff, and reporting performance issues, operational
24 problems, and care team concerns to the unit management/Nurse Supervisor.

25
26 The core charge nurse role is a position for which qualified nurses apply and
27 interview.

28
29 The core charge nurse is expected to perform additional duties per the job
30 description, including committee work. In units where there are multiple core charge
31 nurses, scheduling will result in minimal overlap of core charge shifts.

32
33 **3.7 Resource Nurse** - Resource nurses support staffing needs, accommodate

1 fluctuating patient volumes and acuity, and help prevent diversion or delays in
2 patient care or admissions. A resource nurse is a Registered Nurse who is not
3 permanently assigned to a specific unit or department. Resource nurses may work
4 in all Medical Center departments with the exception of the Operating Room and
5 Intra-Partum assignments. All skills being equal, resource nurses can bid for open
6 shifts on an equal basis with all other unit nurses. If there is no need in another unit,
7 resource nurses are subject to MDO in rotation with the nurses working on the unit
8 to which they are assigned.

9
10 **3.8 Cross-Trained Nurse** - A cross-trained nurse is a Registered Nurse who is
11 fully trained and competent to work in a different unit than their home unit. A nurse
12 is considered to be cross trained when they have completed the competency
13 validation and orientation requirements of the specialty unit. (Reference cross-
14 training MOU).

15 16 **ARTICLE 4 – ASSOCIATION MEMBERSHIP & ASSISTANCE**

17 **4.1 Professional Responsibility** - A nurse has a high degree of professional
18 responsibility to the patient. Registered Nurses at the Medical Center are
19 encouraged to engage in activities which help to define and upgrade standards of
20 nursing practice, which may include participation and membership in the
21 Association.

22
23 **4.2 Membership or Fair Share** - Nurses in the bargaining unit who are
24 members of the Association or who are making dues payments in lieu of
25 membership (“fair share” payments) as of the effective date of this Agreement shall
26 continue to maintain such membership in the Association, or make such fair share
27 payments, for the life of this Agreement, as a condition of continued employment at
28 the Medical Center. Nurses who, as of the effective date of this Agreement, have
29 exercised their option not to become members in the Association nor to pay fair
30 share dues to the Association in lieu of membership shall be entitled to maintain this
31 status for the life of this Agreement. Nurses newly employed in the bargaining unit
32 during the term of this Agreement shall be entitled to select, within the first thirty
33 (30) calendar days of employment within the bargaining unit, either to:

1 1. become members of the Association; or

2
3 2. pay fair share dues to the Association in lieu of membership, as
4 a condition of continued employment at the Medical Center.

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

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

20
21 **4.5 Religious Convictions** - Notwithstanding any provision of this Article to the
22 contrary, any Registered Nurse who is a member of and adheres to established and
23 traditional tenets or teachings of a bona fide religion, body, or sect which has
24 historically held conscientious objections to joining or financially supporting labor
25 organizations, and who is otherwise obligated under Section 4.2, above, to pay
26 membership dues or make fair share payments to the Association, shall not be
27 required to join the Association or to make fair share payments in lieu of
28 membership during the term of this Agreement as a condition of employment;
29 provided that such a nurse will be required to pay sums equal to such fair share
30 payments to a nonreligious charitable fund exempt from taxation under Section
31 501(c)(3) of the Internal Revenue Code. Registered Nurses making contributions
32 under this section shall provide receipts of charitable contributions to the
33 Association upon request. The Association will provide the Medical Center with

1 copies of this Agreement which the Medical Center will provide to newly employed
2 nurses at the time of hire or upon their acceptance of a bargaining unit position.

3
4 **4.6 Dues Deductions** - The Medical Center will deduct Association membership
5 dues or fair share payments from the wages of each Registered Nurse who
6 authorizes such deductions in writing. Payments to the Association by a Registered
7 Nurse on other than a monthly basis (for example, quarterly, or an annual lump-sum
8 basis, and so forth) may be arranged by an individual Registered Nurse and the
9 Association, but in such event the Medical Center shall have no obligation to deduct
10 such sums from the wages of the Registered Nurse. Authorized deductions of dues
11 shall be remitted by the Medical Center to the Association in a lump sum on a
12 monthly basis. The Medical Center shall continue to make such deductions during
13 the term of this Agreement until such time as the nurse authorizing such deductions
14 revokes their authorization in writing.

15
16 **4.7 Information to the Association** - Each month, the Medical Center will
17 provide the Association with a complete list of all Registered Nurses, including
18 name, contact information, date of hire, RN license number, job classification, shift,
19 unit or department, FTE status and wage rate, and will indicate any nurses who
20 have been added to the bargaining unit or whose employment has terminated
21 during the month. The Medical Center will also include the mailing address and
22 phone number of the Registered Nurse, provided that the Medical Center shall be
23 under no duty to provide such address or phone number if an individual Registered
24 Nurse directs the Medical Center not to provide this information to the Association.
25 The Medical Center will discuss with the Association during Task Force, upon
26 request, any new non-bargaining unit positions for which an RN license is required
27 or preferred.

28
29 **4.8 Indemnification** - The Association shall indemnify the Medical Center and
30 hold it harmless against any and all suits, claims, demands or liabilities that shall
31 arise out of or by reason of any action that shall be taken by the Medical Center for
32 the purpose of complying with Sections 4.2 through 4.6 and 4.8 of this Agreement.

1 **4.9 Association Assistance** - In the application and administration of this
2 Article, the Medical Center shall, at all times, have the right to call upon the
3 Association for assistance and joint interpretation or discussion of any problem
4 which affects a nurse or a group of nurses. The Association shall honor such
5 request promptly and seek, in conjunction with the Medical Center, a harmonious
6 solution to such problems as may arise.

7
8 **4.10 New Hire Orientation** - The Medical Center shall, upon request, provide the
9 Association negotiating committee at the Medical Center, or their designee, access
10 to nurses newly employed in the bargaining unit for thirty (30) minutes during an
11 orientation session for such nurses. The Medical Center will notify the Association
12 of the schedule for onsite orientation sessions of nurses who are new to the
13 bargaining unit. The Association representative or their designee shall be paid one-
14 half (1.50) hour at their regular rate of pay for time spent in meeting with orienting
15 RNs and shall arrange with the Medical Center in advance the time for such
16 meeting. Attendance at such meetings shall not be paid time. The Association
17 representative or their designee may contact Human Resources in advance to see if
18 any newly employed nurses will be orienting in a particular workweek.

19
20 **4.11 Attendance of Bargaining Team at Negotiations** – After reasonable
21 notification of negotiation meeting dates, Medical Center will cooperate with
22 members of the Association bargaining team to arrange substitute staffing for the
23 Association bargaining team members.

24 25 **ARTICLE 5 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

26 The Medical Center and the Association shall comply with applicable anti-
27 discrimination laws regarding age, sex, sexual orientation, gender identity, religion,
28 race, national origin, color, marital or family status, and participation or non-
29 participation in union activities, with respect to hiring, placement, promotion, or with
30 respect to any other employment condition for Registered Nurses.

31 32 **ARTICLE 6 – GRIEVANCE PROCEDURE**

33 **6.1 Grievance and Steps Defined** – The Medical Center encourages

1 Registered Nurses to discuss any job-related concerns, with their immediate
2 supervisor so a resolution may be explored. Absent a resolution a nurse may file a
3 grievance. A grievance is defined as an allegation by the Association or by a
4 Registered Nurse that the Medical Center has violated or is violating a provision or
5 provisions of this Agreement. Grievances may be initiated by the Association or by
6 Registered Nurses in the following manner:

7
8 **Step 1.** Any Registered Nurse who believes they have a grievance should
9 present this grievance in writing to their immediate supervisor. The written
10 statement of the grievance shall be signed by the aggrieved Registered
11 Nurse(s) or by an Association representative and shall include a statement of
12 the provision(s) of the Agreement alleged to have been violated, a brief
13 statement of the facts, and a statement of the relief requested. The
14 presentation of any grievance at Step 1 must be made within fourteen (14)
15 calendar days of the events giving rise to the grievance, or within fourteen
16 (14) calendar days of the date the grieving party learned or reasonably
17 should have learned of the events giving rise to the grievance. The
18 immediate supervisor shall give or send their answer to the grievant in writing
19 within fourteen (14) calendar days after such grievance is presented.

20
21 **Step 2.** If the grievance is not settled satisfactorily as provided in Step 1, the
22 grievance shall be reduced to writing, and submitted to the Chief Nurse
23 Officer or designee, within fourteen (14) calendar days after the supervisor's
24 answer in Step 1. The written statement of the grievance shall be signed by
25 the aggrieved Registered Nurse(s) or by an Association representative and
26 shall include a statement of the provision(s) of the Agreement alleged to
27 have been violated, a brief statement of the facts, and a statement of the
28 relief requested. The Chief Nurse Officer or designee shall meet with the
29 grievant as soon as possible, but in any event shall give or send a written
30 answer to the grievant, a grievance representative specifically designated in
31 writing by the grievant, and the Association within fourteen (14) calendar
32 days after receipt of the written grievance.

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

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

1 **6.3 Limitation on Arbitrator** – The arbitrator shall have no right to amend,
2 modify, nullify, ignore or add to the provisions of this Agreement, and shall decide
3 only the grievance presented. The arbitrator’s decision and award shall be based
4 solely on his interpretation of the meaning or application of the terms of this
5 Agreement to the facts of the grievance presented. If the matter sought to be
6 arbitrated does not involve an interpretation or application of the terms or provisions
7 of this Agreement, the arbitrator shall so rule in his award and the matter shall not
8 be further entertained by the arbitrator. The arbitrator shall not render an award
9 inconsistent with the management rights clause of this Agreement. The award of the
10 arbitrator shall be final and binding on the Medical Center, the Association, and the
11 Registered Nurse(s) involved.

12
13 **6.4 Arbitration Costs** – The expenses of the arbitrator and other costs of the
14 arbitration shall be divided equally between the Medical Center and the Association.
15 Each party shall be responsible for the cost of presenting its own case to the
16 arbitrator.

17
18 **6.5 Enforcement of Time Limits** – The time limits of this grievance procedure
19 and arbitration procedure shall be strictly adhered to, unless the Medical Center and
20 Association agree in writing to extend a particular time limit. The Medical Center
21 shall have the right to refuse to process or to arbitrate a grievance which is not
22 raised in a timely fashion. Any grievance not processed in a timely fashion shall be
23 considered settled on the basis of the last answer given. If at any step of the
24 grievance procedure the Medical Center does not formally respond as provided
25 herein, it will be assumed that the Medical Center has rejected the grievance, and
26 the next step of the grievance procedure shall be available.

27
28 **6.6 Termination During Introductory Period** – An introductory nurse
29 terminated by the Medical Center during their introductory period shall not be
30 entitled to invoke this grievance and arbitration procedure to contest such
31 termination.

ARTICLE 7 – UNINTERRUPTED PATIENT CARE

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

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

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

ARTICLE 8 – MANAGEMENT RIGHTS

The Association recognizes that the Medical Center has the obligation of serving the public with the highest quality medical care, efficiently and economically, and of meeting medical emergencies. The Association further recognizes the retained right of the Medical Center to operate and manage the Medical Center, subject to the terms of this Agreement, including but not limited to the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work and to determine working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements in accordance with the Oregon Nurse Staffing laws; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote, demote and transfer employees; to discipline or discharge employees for just cause; to lay off employees

1 for lack of work or other legitimate reasons; to recall employees; and to promulgate
2 and change reasonable work rules and personnel policies, provided that such rules
3 and personnel policies, or action taken under them shall not violate any of the
4 provisions of this Agreement.

6 **ARTICLE 9 – SUCCESSORS**

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

19 **ARTICLE 10 – ACCESS TO MEDICAL CENTER PROPERTY AND EMPLOYEES**

20 **10.1 Association Access** - A duly authorized representative of the Association
21 shall have the right of access to Medical Center premises in connection with the
22 conduct of normal Association affairs and the administration of this Agreement. The
23 Association representative shall not unnecessarily interfere with the productive
24 activity of Registered Nurses covered by this Agreement and shall comply with the
25 Medical Center's security and identification procedures.

26
27 **10.2 Use of Bulletin Board** - The Medical Center shall provide a bulletin board
28 for the exclusive use of the Association and/or Registered Nurses to post notices
29 concerning Association activity. Such notices shall be posted solely and exclusively
30 on designated space equal to two (2) feet by two (2) feet on a bulletin board
31 provided in the IV Therapy department and in each of the staff lounges located in
32 Med/Surg, CAPU, Birthplace, Intensive Care, ER, Surgery, and Day Surgery and
33 Resource Nurse break room.

1 **10.3 Association Meeting Space** - The Association may utilize an available room
2 at the Medical Center for official Association meetings of Medical Center nurses in
3 the bargaining unit, confined to contract negotiation and administration matters,
4 subject to advance scheduling and availability, for up to twelve (12) meetings a
5 year. Any nurse who so desires shall be entitled to attend such meetings during
6 nonworking time.

7
8 **ARTICLE 11 – WAGES, OVERTIME, AND OTHER ECONOMIC ITEMS**

9 **11.1 Wages** - The following are the step rates of pay of all nurses employed under
10 the terms of this Agreement. The rates set forth in the chart below will take effect
11 the first full pay period that contains the date listed.

12
13 • Market Adjustment Year 1: Effective the first full pay period retroactive
14 to January, 2 2022. Steps 1-6: two dollars (\$2.00) and Steps 8+: two dollars
15 and seventy-five cents (\$2.75).

16
17 • Across the Board Increase Year 1: Effective the first full pay period
18 retroactive to January 2, 2022: three percent (3%).

19
20 • Retroactive to Jan. 2, 2022, lump sum payable in August 2022, as
21 follows: Apply above market adjustments and ATB to wages based on hours
22 worked from Jan. 2, 2022 through July 7, 2022).

23
24 • Across the Board Increase Year 2: Effective January 1, 2023: three
25 percent (3%).

26
27 • Effective the first full pay period following Jan. 1, 2023, add a new
28 Step 7 & 11 (at midpoint of Steps 6 and 8 for Step 7, and at midpoint of
29 Steps 10 and 12 for Step 11).

Steps	Year 1 new CBA effective Jan 2, 2022	Year 2 new CBA effective Jan 1, 2023
Start	43.89	45.21
Year 1	46.69	48.09
Year 2	47.99	49.43
Year 3	49.55	51.04
Year 4	51.52	53.07
Year 5	53.64	55.25
Year 6	53.97	55.59
Year 7	53.97	56.29
Year 8	55.33	56.99
Year 9	55.64	57.31
Year 10	55.95	57.63
Year 11	55.95	58.06
Year 12	56.79	58.49
Year 13	57.24	58.96

Steps	Year 1 new CBA	Year 2 new CBA
	effective Jan 2, 2022	effective Jan 1, 2023
Year 14	57.24	58.96
Year 15	58.09	59.83
Year 16	58.53	60.29
Year 17	58.53	60.29
Year 18	59.43	61.22
Year 19	59.43	61.22
Year 20	60.90	62.73
Year 21	61.47	63.31
Year 22	61.77	63.62
Year 23	61.77	63.62
Year 24	61.77	63.62
Year 25	63.20	65.10

A. Once a nurse is placed at a step, movement to the next step will be as follows:

1. A nurse will be eligible for the 1, 2, 3, 4, 5, or 6-year steps after one (1) year at the immediately preceding step.
2. Effective the first full pay period following January 1, 2023, a nurse will be eligible for the 7-year step after the completion of six (6) consecutive years of employment by the Medical Center as a nurse.
3. A nurse will be eligible for the eight (8)-year step after completion of eight (8) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the six (6)-year step, whichever occurs sooner.
4. A nurse will be eligible for the nine (9)-year step after

1 completion of nine (9) consecutive years of employment by the
2 Medical Center as a nurse, or after completion of one (1) such year at
3 the eight (8)-year step, whichever occurs sooner.

4
5 5. A nurse will be eligible for the ten (10)-year step after
6 completion of ten (10) consecutive years of employment by the
7 Medical Center as a nurse, or after completion of one (1) such years
8 at the nine (9)-year step, whichever occurs sooner.

9
10 6. Effective the first full pay period following January 1, 2023, a
11 nurse will be eligible for the 11-year step after the completion of ten
12 (10) consecutive years of employment by the Medical Center as a
13 nurse.

14
15 7. A nurse will be eligible for the twelve (12)-year step after
16 completion of twelve (12) consecutive years of employment by the
17 Medical Center as a nurse, or after completion of two (2) such years at
18 the ten (10)-year step, whichever occurs sooner.

19
20 8. A nurse will be eligible for the thirteen (13)-year step after
21 completion of thirteen (13) consecutive years of employment by the
22 Medical Center as a nurse, or after completion of one (1) such years
23 at the twelve (12)-year step, whichever occurs sooner.

24
25 9. A nurse will be eligible for the fifteen (15)-year step after
26 completion of fifteen (15) consecutive years of employment by the
27 Medical Center as a nurse, or after completion of two (2) such years at
28 the thirteen (13)-year step, whichever occurs sooner.

29
30 10. A nurse will be eligible for the sixteen (16)-year step after
31 completion of sixteen (16) consecutive years of employment by the
32 Medical Center as a nurse, or after completion of one (1) such year at
33 the fifteen (15)-year step, whichever occurs sooner.

11. A nurse will be eligible for the eighteen (18)-year step after completion of eighteen (18) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the sixteen (16)-year step, whichever occurs sooner.

12. A nurse will be eligible for the twenty (20)-year step after completion of twenty (20) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the eighteen (18)-year step, whichever occurs sooner.

13. A nurse will be eligible for the twenty-one (21)-year step after completion of twenty-one (21) consecutive years of employment by the Medical Center as a nurse, or after completion of one (1) year at the twenty (20)-year step, whichever occurs sooner.

14. The nurse will be eligible for the twenty-two (22)-year step if the nurse has completed at least one (1) year at the twenty-one (21)-year step.

15. A nurse will be eligible for the twenty-five (25)-year step after completion of at least three (3) years at the twenty-two (22)-year step.

B. Credit for Prior Experience – A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse’s related experience as a nurse employee of at an accredited acute care hospital(s) during the immediately preceding five (5) years. For nurses hired in the Child Adolescent Psychiatric Unit, experience at the Oregon State Hospital shall be counted as equal to that of an accredited acute care facility. New hired nurses will not be placed higher than step twenty-two (22) unless approved by the CNO. The Medical Center may, in its discretion, place a new hired experienced nurse at a higher step rate of pay than their years of experience.

C. Effective within two (2) full pay periods beginning after ratification of this Agreement, nurses who have been continuously employed in a position in the bargaining unit for at least thirty (30) years (based on seniority date) will be paid a one (1)-time lump-sum bonus, as follows on the pay period following completion of the thirtieth (30th) year:

1. Full-time nurses (as of the pay date): one thousand seven hundred fifty dollars (\$1,750).

2. Part-time nurses (as of the pay date): one thousand dollars (\$1,000).

D. Effective within two (2) full pay periods beginning after ratification of this Agreement, nurses who have been continuously employed in a position in the bargaining unit for at least forty (40) years (based on seniority date) will be paid a one (1)-time lump-sum bonus, as follows on the pay period following completion of the fortieth (40th) year:

1. Full-time nurses (as of the pay date): one thousand seven hundred fifty dollars (\$1,750).

2. Part-time nurses (as of the pay date): one thousand dollars (\$1,000).

11.2 Shift Premiums

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

Effective on the Ratification Date of this Agreement	
Evening shift:	\$2.85
Night shift:	\$6.20

A. A nurse will be paid shift differentials when the majority of the nurse's hours fall within the applicable shift. Nurses are deemed to be scheduled (including when added to the schedule to work extra shifts) for day, evening, or night shifts according to the following:

Shift	Majority of Scheduled Hours are Between:
Day	7 a.m. and 3 p.m.
Evening	3 p.m. and 11 p.m.
Night	11 p.m. and 7 a.m.

B. Nurses will receive the shift differential for their scheduled shift in the event of mandatory or voluntary MDO hours

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

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

E. Nurses who are called in to work, exclusively while on scheduled standby call shifts in OR, Endoscopy, or PACU or of more than twelve (12) hours in duration in any other nursing unit, shall receive evening shift premium for hours worked between noon and 10:00 p.m., and shall receive night shift premium for hours worked between 10:00 p.m. and 7:00 a.m.

1 **11.3 Weekend Premium** - For weekend work, the nurse will be paid a weekend
2 differential of two dollars (\$2.00) per hour worked. This premium will not be paid for
3 any unworked hours. Weekend work for purposes of this section is defined as work
4 on a shift which begins on or after 1500 (effective on ratification) on Friday but no
5 later than 0600 on Monday.

6
7 **11.4 Standby Call Rates** - Effective on the ratification date of this Agreement,
8 nurses assigned to standby call shall receive six dollars (\$6.00) per hour for all
9 hours spent on standby call. A nurse on standby call is expected to report to the
10 Medical Center ready to work within forty-five (45) minutes (thirty (30) minutes in
11 surgical services) of a call-in, except in unusual circumstances where safety needs
12 prevent the nurse from meeting this time frame.

13
14 **11.5 Call-In Rates and Minimum Hours** - RNs who are called in to work shall be
15 assigned a minimum of three (3) hours of work in their specialty area. If there is less
16 than three (3) hours of work in their specialty area, they may be assigned to other
17 areas where the Medical Center determines the nurse is qualified to do the work
18 and has completed orientation to the environment. If three (3) hours of work are not
19 available in those areas, these nurses may opt to leave before the three (3) hours
20 are up, being guaranteed three (3) hours of pay, but the nurse will then not be
21 eligible for additional call-in minimum pay if called in again during that three (3)-hour
22 period. The call-in minimum pay period begins when the nurse reports to the
23 Medical Center ready to work as a result of a call-in.

24
25 A. Notwithstanding the prior paragraph, if a nurse outside of the
26 Operating Room or Surgical Services is placed on low census with standby
27 by the Medical Center and is subsequently called in to work, the nurse will
28 not be required to remain beyond the end of the nurse's regularly scheduled
29 shift, solely to fulfill the three (3) hour minimum.

30
31 B. Nurses on regularly scheduled standby call and nurses assigned to
32 non-regularly scheduled standby call, who are called in to work, shall receive
33 the premium rate of one and one-half (1.50) times (two (2) times on the

1 holidays specified in this article) their regular rate of pay for all hours worked
2 after being called to work, including for unscheduled hours worked as
3 assigned consecutive with the standby call period. Standby call pay shall be
4 in addition to pay for actual hours worked. Call-back pay begins when a
5 nurse reports to the Medical Center ready to work as a result of a call to
6 return to work.

7
8 C. Nurses who are called in to work from standby shift twice and who are
9 subsequently relieved of duty for lack of work shall not be called in a third
10 time during the same standby shift. This prohibition does not apply to
11 regularly scheduled call shifts.

12
13 **11.6 Second Call for OR** - The Medical Center shall continue its present policy of
14 paying OR 16 RNs called in to work emergency second cases eight (8) hours of
15 standby pay, at their regular rate, in addition to their regular time and one-half (1.50)
16 pay for the hours worked.

17
18 **11.7 Reporting Pay** - Nurses who are at home and scheduled to work, but who
19 are notified to stay home due to low census less than ninety (90) minutes before the
20 scheduled start time, will be guaranteed three (3) hours of work or pay during the
21 schedule period. This section will not apply if the reason for the stay home is not
22 within the control of the Medical Center or if the Medical Center makes a reasonable
23 effort to notify the nurse by telephone to stay home at least ninety (90) minutes
24 before the nurse's scheduled start time.

25
26 **11.8 Overtime** - Overtime work (hours worked in excess of a standard workday or
27 in excess of forty (40) hours in a workweek) shall be compensated at the rate of one
28 and one-half (1.50) times the regular rate of pay. Work in excess of the standard
29 workday or workweek must be properly authorized in advance, except in
30 emergencies where no authorization can be obtained in advance. There shall be no
31 pyramiding of overtime premiums. Any hour for which an overtime premium is
32 payable under this Article shall not be counted in determining whether time and
33 one-half (1.50) or greater premiums should be paid for any other hour. Nurses

regularly scheduled to work twelve (12)-hour shifts will be compensated at the rate of one and one-half (1.50) times the regular rate of pay, in accordance with these overtime procedures, for all hours worked in excess of (a) twelve (12) hours in a day or (b) thirty-six (36) hours in a work week.

11.9 Pay for Holidays Worked - Hours worked on a holiday (New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas) shall be considered to be overtime hours. Hours worked on a holiday are defined as follows: a shift on which a majority of the hours worked are on the holiday. The Medical Center will make good faith attempts to rotate holiday assignments, taking into consideration skill mix and unit and patient care needs.

11.10 Extra Shift Premium

A. A nurse will be paid a premium of nineteen dollars (\$19.00) per hour for all hours worked in excess of the number of the nurse's regularly scheduled hours for the week, when such excess hours result from the nurse's working hours on an extra shift(s) of at least four (4) hours each in duration, (three and 0.5 (3.50) hours if following the completion of the nurse's regular shift) at the request of the Medical Center. Per diem nurses are eligible for the extra shift premium for shifts picked up during the same work week in which they have already worked thirty-six (36) hours. Employees may split a shift as long as the total shift is covered. The following regularly scheduled hours not worked will also be counted for "hours worked" in the week.

1. Hours because of stay home time whether at the request of the Medical Center or nurse.

2. Hours placed on call at the request of the Medical Center or nurse due to low census.

3. Any time taken as paid time off including but not limited to EIB, PTO, jury duty, bereavement, paid educational days, or mandatory in-

1 service meetings.

2
3 4. In determining eligibility for this premium, "hours worked" will
4 not include working as a result of trades.

5
6 B. Each nurse shall receive a confirmation when a shift is granted.

7
8 C. If extra shift hours qualify for overtime, the extra shift hours will be
9 compensated at the applicable overtime rate, according to applicable federal
10 wage and hour laws.

11
12 D. A nurse who is placed on standby call while working on a shift that
13 qualifies for the extra shift premium will be paid the applicable call-back rate
14 as well as the extra shift premium for all hours worked on the extra shift as a
15 result of a call-back.

16
17 **11.11 Double Shift Pay Rate** - Nurses on eight- or ten-hour schedules working two
18 consecutive shifts, each of which contains at least seven and one-half (7.50) hours
19 of working time, shall be paid double time for hours worked on the shift that is
20 additional to the scheduled shift, as an overtime premium, provided that the nurse
21 works at least seven (7) hours on the second consecutive shift. If both shifts are
22 unscheduled, the second shift in the sequence will be paid double time. If a Nurse
23 on a twelve (12)-hour shift works fifteen consecutive hours or longer, all time
24 worked in excess of twelve (12) hours shall be paid at the double shift pay rate.

25
26 **11.12 No Pyramiding of Premiums** - Time and one-half (1.50) premiums under
27 this Article shall not be pyramided with overtime premiums. Any hour for which a
28 time and one-half (1.50) premium is payable under this Article shall not be counted
29 in determining whether time and one-half (1.50) or greater premiums should be paid
30 for any other hour. Examples include, but are not limited to:

31
32 A. If hours are paid overtime rate for work in excess of the standard
33 workday, those hours are not counted toward weekly overtime.

B. If hours are paid double time rate under Section 14.6, those hours are not counted toward any overtime formula. However, time paid at the overtime rate because of work on a holiday will be counted in determining whether overtime is payable for other hours worked in excess of the standard workday or standard workweek. In no event will time and one-half (1.50) or greater premiums be paid on more than one basis for the same hour(s) of work.

11.13 Certification Premiums - A nurse who meets the requirements of this section shall receive two dollars and seventy-five cents (\$2.75) per hour certification differential.

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

Peri-op Services

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

1 **Recovery (in addition to Peri-op Certification list)**

CCRN	Critical Care Registered Nurse (Adult, Neonatal, and Pediatric Acute)	American Association of Critical Care Nurses Certification Corporation
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2

3 **Critical Care**

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

4

5 **Emergency Department**

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

1 **Medical/Surgical**

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

2

3 **BirthPlace**

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

IV Therapy

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

Child and Adolescent Psychiatric Unit

RN-BC	ANCC Psychiatric-Mental Health Nursing	ANCC
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B. Only one (1) certification and one (1) certification differential will be recognized at a time for the purposes of this section.

C. If a certification referred to above is no longer offered, the Medical Center may, in its discretion, specify a substitute certification; provided, however, there shall not be less than one (1) certification recognized for each area.

D. A full- or part-time Resource Nurse with two certifications listed in Article 11.13 will receive a one-time bonus of two thousand dollars (\$2,000). Once the Resource Nurse receives the second certification, they will notify their manager in order to receive the one (1)-time bonus.

11.14 Charge Nurse Differential - Charge nurses shall receive three dollars sixty cents (\$3.60) per hour premium. Such premium will be paid for all hours compensated to a core Charge Nurse, as designated by the Medical Center. Nurses who are assigned by the Medical Center the Charge Nurse duties for a shift will be paid a differential of three dollars (\$3.00) only for the hours the Nurse is specifically assigned to be Charge Nurse.

11.15 Per Diem Differential - Per Diem nurses, when hired, are placed on the wage scale in Article 11. After placement on the wage scale in Article 11, a per diem nurse will be paid a differential of four dollars (\$4.00) per hour in lieu of receiving

PTO, EIT, and insurance benefits.

11.16 Preceptor Differential - A preceptor is a nurse who is designated by their nurse manager to: assess the learning needs of (a) an inexperienced, re-entry, or new to specialty nurse or (b) a capstone, immersion, practicum or student of similar level; plan that person's learning program; provide direct guidance to that person's learning program or implement such program; provide direct guidance and supervision to that person during the program; and, in conjunction with the nurse manager and/or designee, evaluate that person's progress during the program. When the Medical Center appoints an experienced RN as a preceptor for new hires or a capstone student, the Medical Center will pay the nurse appointed as the preceptor a differential of three dollars (\$3.00) per hour. In assigning nurses to precept other nurses, nurse managers will give preference to those nurses who have successfully completed a Medical Center approved preceptor training course within the last five (5) years.

11.17 Resuscitation Nurse - Effective upon ratification, a lump sum bonus of one thousand dollars (\$1000) (pro-rated by FTE) will be paid to all current Resuscitation Nurses. Through the end of 2023, nurses employed at ratification who completed Resuscitation training and have one year of service in the BirthPlace will receive a lump sum bonus of one thousand dollars (\$1,000) (pro-rated by FTE).

11.18 Payroll - The Medical Center will post a legend for employee paychecks on the Medical Center website. If an RN believes that an error has been made in a paycheck, the RN shall bring such suspected error to the Medical Center's attention as soon as they are aware of the error, and actual errors shall be corrected as soon as possible. The Medical Center will provide an option for selecting direct deposit of paychecks to institutions recognized by the Medical Center's direct deposit agency. Paycheck errors in the nurse's favor may, regardless of the option selected, be subject to payback by payroll deduction. The Medical Center will consider the nurse's suggestions for the timing of the payback.

ARTICLE 12 – BASIC MEDICAL/DENTAL COVERAGE

1 Each actively working regular nurse will participate in the benefit program offered to
2 a majority of the Medical Center's other employees, in accordance with their terms.
3 From the Providence benefits program, the nurse will select: (1) a medical coverage
4 (Health Reimbursement Medical Plan, Health Savings Medical Plan, or the EPO
5 Plan, where available) and (2) dental coverage (Delta Dental PPO 1500, Delta
6 Dental PPO 2000, or Dental DHMO, where available), (3) supplemental life
7 insurance, (4) voluntary accidental death and dismemberment insurance, (5)
8 dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day
9 care Flexible Spending Account (FSA), (8) long term disability coverage, and (9)
10 voluntary short term disability; and (10) vision coverage (vision coverage becomes
11 voluntary in plan year 2024). The Medical Center will offer all such benefits directly
12 or through insurance carriers selected by the Plan.

13
14 Providence Willamette Falls Medical Center Hospital ("the Medical Center") and
15 Oregon Nurses Association ("the Association") acknowledge and agree:

16
17 A. The Medical Center's plan options for medical, dental and
18 vision insurance benefits are set forth in Article 12 of the parties
19 Collective Bargaining Agreement. That plan includes the option to select
20 either a Health Reimbursement Account ("HRA"), a Health Savings Account
21 ("HSA"), or EPO medical plan.

22
23 B. For the term of the collective bargaining agreement, the Medical
24 Center will not make any significant or material changes in the medical,
25 dental and vision insurance plan design with regard to (a) amount of the in-
26 network net deductible (defined as deductible minus monetary contributions
27 from The Medical Center for either the HRA or the HSA; (b) the percentage of
28 employee premium contribution; (c) annual out-of-pocket maximums for in-
29 network expenses; (d) amount of spousal surcharge. The spousal surcharge
30 will be the only such surcharge in the medical plan. In 2023, medical plan
31 premiums shall not increase by more than 7% on a blended average basis,
32 meaning for some categories the increases may be greater than 7% and
33 others less than 7%. In 2024, medical plan premiums shall not increase by
34 more than 8% on a blended average basis, meaning for some categories the

1 increases may be greater than 8% and others less than 8%.

2
3 C. The EPO Plan shall include a maximum of \$6,000 in annual out-of-
4 pocket costs for nurses enrolled in the family plan level, effective January 1,
5 2024.

6
7 D. For the term of the collective bargaining agreement, The Medical
8 Center will not charge or create any significant or material newly
9 contemplated never before charged fee for the medical, dental and vision
10 insurance plans.

11
12 E. Should the Medical Center seek to change the required pre-requisite
13 for earning the incentive for future plan years, it will seek the agreement of
14 the Association prior to implementing a new HRA or HSA screening or
15 requirement in the Health Insurance Task Force.

16
17 **ARTICLE 13 – RETIREMENT**

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

25
26 Nurses will participate in the Medical Center's retirement plans in accordance with
27 their terms. At the time of ratification, the retirement plans include:

- 28
29 • the 401(k) Savings Plan; and
30 • the 457(b) plan.

31
32 In January 2020, nurses' existing 401(a) Service Plan balances transferred to the
33 401(k) Savings Plan. Accounts in the 403(b) Value Plan were frozen as of Jan. 1,

2020; all new nurse and employer contributions go to the 401(k) Savings Plan.
The Medical Center may from time to time amend the terms of the plans described in this article, except that coverage of nurses under this article shall correspond with the terms of coverage applicable to a majority of Medical Center employees.

ARTICLE 14 – HOURS OF WORK AND SCHEDULING

14.1 Standard Workday and Meal Period - A standard workday shall consist of (a) eight (8) hours worked to be completed in an eight and one-half (8.50) hour consecutive period, (b) ten (10) hours worked to be completed in a ten and one-half (10.50) hour consecutive period, or (c) twelve (12) hours worked to be completed in a twelve and one-half (12.50) hour consecutive period. Any standard workday will contain a thirty (30) minute unpaid meal period during which the Registered Nurse is completely relieved of duties. If the Registered Nurse is not relieved of duties during this meal period, the meal period shall be considered as time worked for pay purposes.

14.2 Standard Workweek - A standard workweek shall be forty (40) hours for full-time Registered Nurses, or 36 hours for full-time Registered Nurses regularly scheduled to work a twelve (12)-hour schedule, Sunday through Saturday inclusive. The Medical Center and nurses may agree to schedules providing for other than standard workweeks and standard workdays, consistent with the remaining provisions of this Agreement.

14.3 Nurse Staffing - The Medical Center shall maintain the structure, duties, and role of the Staffing Effectiveness Committee. In doing so, the Staffing Effectiveness Committee supports the Medical Center with compliance with all ORS pertaining to nurse staffing, nurse staffing plans, and nurse staffing committee conduct.

A. Unit-level staffing plans will be developed at the unit level in a manner consistent with the staffing law as a shared responsibility of registered nurses and nursing leaders. Nurses with concerns regarding staffing are encouraged to raise those concerns using their chain of command without fear of retaliation, and to work with the Staffing Effectiveness Committee members

1 from their unit to identify solutions when necessary.

2
3 B. The members of the Staffing Effectiveness Committee will be paid for
4 the time spent during meetings. Alternates will be paid for attendance at
5 meetings if a nurse representative is unable to attend or where the
6 alternate's attendance was requested.

7
8 C. The Medical Center will release members of the Staffing Effectiveness
9 Committee from scheduled shifts to attend committee meetings. In the event
10 a committee member is unable to attend a scheduled meeting, notice should
11 be provided to the Medical Center before the schedule posting. If notice is
12 provided after schedule posting, the Hospital will make reasonable efforts to
13 release alternates to attend.

14
15 D. The Staffing Effectiveness Committee will regularly review and
16 discuss nurse staffing issues, including current vacant nursing positions and
17 hiring since the previous meeting.

18
19 E. The Hospital Staffing Plan as referenced in the Oregon Nurse Staffing
20 Law will be the accumulated unit staffing plans of all nursing units.
21 The Medical Center will undertake best efforts to staff each nursing unit
22 within their approved nurse staffing plans, and to administer meals and
23 breaks consistent with each unit-level nurse staffing plan.

24
25 **14.4 Limitation** - Nothing in this Article shall be construed as guaranteeing the
26 number of hours in the workday or the number of days in the workweek, or that any
27 employee shall receive any specified hours of work per day or any specified days of
28 work per week.

29
30 **14.5 Rest and Meal Periods** - A fifteen (15) minute paid rest period ("break") will
31 be taken by each Registered Nurse during each four (4)-hour work period and one
32 (1) thirty (30) minute unpaid meal period ("break") per each eight (8)-hour work
33 period. Consistent with Oregon law, nursing mothers may take one (1) thirty (30)

1 minute unpaid rest period during each four (4)-hour work period for the purpose of
2 expression of break milk. Unit level staffing plans will address minimum staffing
3 requirements during meal and break periods.

4
5 A. Nurses may accrue stay home hours both for hours on standby shifts
6 and for hours spent providing required rest and meal period coverage.

7
8 B. Considering patient needs, Nurses may combine rest and meal
9 periods in accordance with unit guidelines.

10
11 C. Nurses are encouraged to take rest and meal periods in designated
12 non-work areas in order to be fully relieved of their duties and rejuvenate.

13
14 D. If a nurse is unable to take their rest and/or meal periods, the nurse
15 will alert the unit Charge Nurse in a timely manner that allows the nurse and
16 Charge Nurse to get the nurse on a break within the required time frame.

17 18 **14.6 Shift Length**

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

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

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

26
27 **14.7 Schedules** - Schedules of work shall be prepared for twenty-eight (28)-day
28 periods and shall be electronically posted twenty-seven (27) days prior to the
29 beginning of the schedule period.

30
31 **A. Scheduling Patterns and Preferences** – On each unit, nurse
32 management shall work with one (1) bargaining unit nurse on the unit to build
33 schedule patterns in order to preserve transparency and collaboration

1 between the Medical Center and the Association on scheduling practices.
2 The bargaining unit nurse will collaborate with the nurse manager so that an
3 appropriate amount of paid time will be allocated to create a unit schedule.
4 The nurse manager will approve final schedule patterns. Upon request, a
5 copy of the originally posted schedule will be provided. It is the responsibility
6 of each individual Registered Nurse to inform the Medical Center of their
7 availability, and preferences with respect to work schedules.

8
9 **B. Open Scheduling Period** – Open shifts are posted fifteen (15) days
10 immediately prior to the schedule’s electronic posting deadline (day of
11 posting is included in calculating the 15 days).

12
13 **C. Changes to Posted Schedule** – There shall be no deviation from the
14 initially electronically posted schedule of work unless a Registered Nurse
15 finds a replacement acceptable to the Medical Center, although the Medical
16 Center will make efforts, where possible, to accommodate late requested
17 schedule changes. A replacement will not be acceptable to the Medical
18 Center if they are not qualified to perform the work in question, or if a
19 particular replacement would require the payment by the Medical Center of
20 overtime or other premium compensation. No nurse shall utilize
21 replacements on a frequent or regular basis as a means of unilaterally
22 changing a weekly work schedule. For any trades to the posted schedule, the
23 nurse will submit the trade request electronically for review by the manager
24 or designee, ensuring appropriate skill mix is maintained if the trade is
25 approved. For trades that are within 48 hours of the shift, the nurse(s) will
26 notify the manager or designee to review the request.

27
28 **D. Weekend Scheduling** – The Medical Center may, with the agreement
29 of the nurse, schedule a nurse to work consecutive weekends. However, the
30 Medical Center will not schedule a nurse to work consecutive weekends
31 unless the nurse agrees to such a schedule. Regular full time and part time
32 nurses will be scheduled prior to per diem/on-call nurses. Per diem/on-call
33 nurses will not be given preferential treatment in scheduling.

1 **E. Per Diem Scheduling** - Per diem nurses must submit availability for
2 four (4) shifts per four-week scheduling period, pursuant to the process
3 outlined below.

4
5 1. The four (4) shifts may include any open shifts prior to schedule
6 being posted via the electronic scheduling tool excluding partial
7 shifts.

8
9 2. Be available to work one weekend shift per month and one
10 evening or night shift per month, unless hired to a specific shift. (Note:
11 Non-twenty-four (24)-hour Departments who are routinely closed
12 weekends are exempt.) A full weekend can be worked in lieu of the
13 evening or night shift requirement. Per diem nurses who work in
14 Surgical Services shall make themselves available for two (2) call
15 shifts per scheduling period; these two (2) shifts count toward the four
16 (4) shift obligation.

17
18 3. At least one (1) of the assigned shifts in a calendar year will be
19 on a holiday, and the holiday will be rotated between spring/summer
20 (Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day)
21 and fall/winter holidays (Thanksgiving Day, Christmas Day, or New
22 Year's Day).

23
24 4. Process – The Medical Center will use the following process to
25 schedule Per diem Nurses:

26
27 a. Based on regular nurse's schedule, the Medical Center
28 will identify gaps or open shifts in the schedule, which may
29 include pending vacation/PTO requests for holidays.

30
31 b. The manager or designee on a unit will communicate
32 gaps or post open shifts via the electronic scheduling tool.

1 c. If a manager/designee is unable to identify a list of gaps
2 or open shifts in the schedule, each Per diem nurse will
3 communicate four (4) shift availability to their manager prior to
4 unit schedule posting.

5
6 d. The Medical Center will assign shifts to Per diem nurses
7 beginning with the first nurse who submitted their availability
8 and proceeding in order of the date and time that the nurse
9 submitted their availability.

10
11 e. A per diem nurse may request to completely opt out of
12 one (1) schedule period each calendar year, provided the nurse
13 notifies the Medical Center at least one (1) entire schedule
14 period in advance of the preparation of the work schedule. The
15 Medical Center will make reasonable efforts to accommodate
16 such requests, subject to patient care needs.

17
18 f. Absent an agreement with nurse manager, failure to
19 submit the required minimum availability for three (3)
20 consecutive schedules, will result in voluntary resignation of the
21 Per diem nurse's employment.

22
23 g. Per diem nurses who have submitted appropriate
24 availability for a scheduling period may assume responsibility
25 for shifts of regular staff provided that such assumption does
26 not (a) in the judgment of the Medical Center compromise the
27 skill mix of a shift, or (b) create an overtime or incentive shift.

28
29 h. The foregoing notwithstanding Per diem Resource
30 Nurses may have reduced requirements for availability.

31
32 5. Standby Requirements – In addition to the provisions above, in
33 those units with required call coverage, per diem nurses will follow

1 procedure/process determined by the department's scheduling
2 practices. These requirements will not exceed the standby
3 requirements applicable to regular full-time and part-time nurses.
4

5 6. Newly hired per diem nurses will be placed on the wage scale
6 in accordance with Appendix A, After placement on the wage scale in
7 Appendix A, a per diem nurse will be paid a differential of four dollars
8 (\$4.00) per hour in lieu of receiving PTO and insurance benefits.
9

10 7. Per diem nurses will be compensated as outlined in Article 11.
11 To be eligible for step progression a per diem nurse will work a
12 minimum of 600 compensated hours during the preceding year. In the
13 case where a nurse has not worked 600 hours, advancement to the
14 next wage step shall be delayed until completion of 600 hours of work.
15 Computation of 600 hours in the following years shall commence upon
16 completion of the prior 600-hour requirement.
17

18 8. After having worked 36 hours in a workweek, extra shift
19 premium will apply for per diem nurses who work at least 4 additional
20 hours in that same work week.
21

22 **F. Variable Positions Scheduling** – A variable nurse position does not
23 have a specific shift designation; variable nurses are generally scheduled for
24 any given shift start time on their unit. Nurses hired to variable positions shall
25 be scheduled in a manner that ensures supports a 10-hour rest break
26 between shifts. Reasonable attempts will be made to give variable nurses
27 their shift preference. Seniority shall be the deciding factor in the event that
28 two variable nurses want to work the same schedule designation and there
29 are core staffing needs that need to be met.
30

31 **14.8 Call Schedules for Surgical Services** - Call schedules in Surgical Services
32 will continue to be prepared and available via electronic scheduling in the respective
33 units. Caregivers may request time off via electronic scheduling, to not be placed on

1 call prior to the PTO request deadline. No nurse shall be scheduled for more than
2 84 hours of call in a 4-week schedule prior to the schedule posting date. Normal
3 scheduling will include regularly scheduled shifts and call shifts. Call schedules will
4 be made with an effort to schedule a day off after a weekday night call shift. Once
5 posted, the call schedule is subject to Extra Work Procedures. Call shifts that
6 remain unfilled at the time of the schedule posting date are considered extra shifts
7 and paid the extra shift premium for the duration of the call shift, whether worked or
8 not.

9

10 A. The Medical Center will comply with Oregon Nurse Staffing laws.
11 Nurses who work a call shift will be afforded an opportunity for adequate rest
12 at a minimum of ten (10) hours before reporting to work for their next
13 scheduled shift. In the event a nurse is not afforded adequate rest they may
14 request not to work all or part of the next scheduled shift. When granted, the
15 nurse may choose to use or not to use accrued PTO for the time off.

16

17 B. RNs will not be scheduled for Monday work if they are regularly
18 scheduled on call for the preceding Saturday and Sunday, provided the
19 nurse submits a request to their manager per the scheduling deadline.
20 Mondays which are granted off in this manner will not be considered PTO
21 and will not be considered one of the nurse's allotted scheduled unpaid time
22 off days according to the Taking Unpaid Time Off section unless requested
23 by the nurse. The same provisions will apply to scheduling for Tuesday work
24 if RNs are regularly scheduled on call for the preceding Saturday, Sunday,
25 and Monday holiday.

26

27 **14.9 Extra Work Procedures** - The procedure for granting additional hours of
28 work will occur in the following sequence.

29

30 A. Before the schedule is posted (open scheduling period):

31

32 1. All full and part-time RNs will first be scheduled for the number
33 of hours respective of their FTE in their schedule pattern.

1 2. The vacant or extra shifts, including call shifts for Surgical
2 Services, will be posted electronically and be made visible to all
3 eligible nurses at least fifteen (15) days prior to the final posting
4 deadline (day of posting is included in calculating the 15 days). Vacant
5 shifts will remain open for at least five (5) days before any shift is
6 granted.

7
8 3. Part-time and full-time RNs who want to work any of the vacant
9 shifts must electronically submit a request to the scheduler.

10
11 4. Additional shifts will be granted as requested according to the
12 following order of priority:

13
14 a. Qualified part-time nurses will be granted extra shifts on
15 their days off up to a total of 40 hours per week (or up to a total
16 of 36 hours per week for a nurse regularly scheduled to work
17 12-hour shifts) (including regular scheduled hours). If there are
18 two part-time nurses requesting an open shift, the earlier
19 request will be granted.

20
21 b. Qualified per diem nurses will be scheduled time up to
22 40 hours per week (or up to a total of 36 hours per week for a
23 nurse regularly scheduled to work 12-hour shifts). If there are
24 two per diem nurses requesting an open shift, the earlier
25 request will be granted.

26
27 c. Qualified full and part-time nurses will be granted extra
28 shifts (on their days off) beyond a total of 40 hours per week (or
29 beyond a total of 36 hours per week for a nurse regularly
30 scheduled to work 12-hour shifts). If there are two nurses
31 requesting an open shift, the earlier request will be granted.

32
33 5. Extra shifts awarded prior to the posting of the initial schedule

1 shall not be eligible for extra shift premium.

2
3 B. After the Schedule is Electronically Posted:

4
5 1. Any vacant/extra shifts remaining in the schedule will be
6 electronically posted, including call shifts for Surgical Services.

7
8 2. Any RNs who want to work any of the vacant shifts must
9 electronically submit a request in the electronic schedule for the
10 specific shifts.

11
12 3. Shifts will be granted as requested according to the following
13 order of priority:

14
15 a. Qualified part-time nurses will be granted extra shifts on
16 their days off up to a total of 40 hours per week (or up to a total
17 of 36 hours per week for a nurse regularly scheduled to work
18 12-hour shifts) (including regular scheduled hours that have not
19 been canceled). If there are two part-time nurses requesting an
20 open shift, the earlier request will be granted.

21
22 b. Qualified per diem nurses will be granted shifts. If there
23 are two per diem nurses requesting an open shift, the earlier
24 request will be granted.

25
26 c. Qualified full and part-time nurses will be granted extra
27 shifts (on their days off) beyond a total of 40 hours per week (or
28 beyond a total of 36 hours per week for a nurse regularly
29 scheduled to work 12-hour shifts). If there are two full-time
30 nurses requesting an open shift, the earlier request will be
31 granted.

32
33 d. Qualified full and part-time nurses will be granted double

shifts that result in double time.

e. Agency per diems and travelers, or Sharecare nurses will be utilized. At each step a good faith effort will be made to distribute extra shifts equally among those submitting requests.

4. A nurse who is awarded an extra shift, including call shifts, after the schedule has been posted will be paid the extra shift premium for the duration of the shift, whether the nurse is placed on standby, the shift is a scheduled call shift, or the nurse works all or a portion of the shift.

C. For vacancies within forty-eight (48) hours of shift start:

1. These shifts are considered emergent and qualify for double pay and extra shift premium. Nurses may sign up for shift availability through the staffing office. Full Shifts are granted in a first come, first serve basis.

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

14.11 Maximum Schedule for Twelve (12)-Hour Shifts - Nurses on twelve (12)-hour shifts may not be scheduled to work more than four consecutive days on shifts of twelve (12) hours or longer without their consent. No nurse may work longer than eighteen (18) consecutive hours.

ARTICLE 15 – EDUCATIONAL LEAVE

15.1 Annual Educational Hours - Each Registered Nurse shall be entitled to paid educational leave up to twenty-four (24) hours per year to attend continuing education courses in the medical care field which are directly related to the nurse's

responsibilities, including hospital administration and management, plus a maximum of three hundred fifty dollars (\$350) per year to help defray tuition, course fee, required texts, and examination fee expenses related to the course. Twelve (12) hours of unused educational leave and one hundred seventy-five dollars (\$175) of unused educational funds may be carried over for a period of one (1) year. Any additional unused leave or funds shall not cumulate from year to year. No nurse may use another nurse's educational leave or tuition reimbursement.

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

15.3 Inservice Education - The Medical Center will continue to conduct regularly scheduled in-service classes for Registered Nurses. Attendance at specific in-service classes by a particular Registered Nurse or a particular group of Registered Nurses may be required by the Medical Center. All in-service classes and department meetings where attendance is required by the Medical Center and all in-

1 service classes and department meetings actually attended during a Registered
2 Nurse's working time, shall be paid time. At the Registered Nurse's option, unpaid
3 in-service classes attended by a Registered Nurse during nonworking hours can
4 qualify for educational leave payments. The Medical Center will consult upon
5 request with the Association in an effort to improve the presentation and content of
6 regularly scheduled in-service classes. Registered Nurses who must take a full shift
7 off of work to complete a mandatory in-service class will be compensated for their
8 full shift regardless of the time spent in the class. All travel time incurred in
9 conjunction with mandatory education not offered at the Medical Center campus will
10 be paid in accordance with state and federal law and mileage reimbursed in
11 accordance with Providence policy. It is the responsibility of the nurse to record and
12 timely report such time.

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

22
23 **15.5 Mandatory Education** - The Medical Center shall make reasonable efforts
24 to provide nurses with adequate time within their normal full-time equivalency to
25 accommodate mandatory education. Nurses shall make reasonable efforts to
26 complete mandatory education (such as HealthStream) and the annual nursing
27 evaluation during regularly scheduled shifts. A nurse who is finding it difficult to find
28 adequate uninterrupted time away from patient care duties to complete mandatory
29 education or the nursing evaluation may bring this difficulty to the attention of their
30 manager and/or nursing supervisor. The nurse and the manager will then work
31 together to schedule a reasonable amount of paid time away from patient care,
32 consistent with patient care needs, for the nurse to complete the education or
33 evaluation. This may include during periods of low census, with the approval of the

nurse's manager and/or nursing supervisor.

ARTICLE 16 – PROFESSIONAL NURSING CARE COMMITTEE

16.1 Professional Nursing Care Committee - The Association bargaining unit at the Medical Center shall select the members of the Professional Nursing Care Committee from bargaining unit employees. This committee shall have no more than eight (8) members.

16.2 This Committee shall convene and meet every other month unless cancelled by mutual agreement. The Association shall select up to eight (8) staff nurses as members of the committee. A hospital representative will be selected by the CNO. The Committee will establish a regular meeting schedule and may meet more often with CNO support. Each Committee member shall be entitled to up to two (2) paid hours at the nurse's regular straight-time rate for attendance at Committee meetings.

16.3 The direct care PNCC chair and nurse manager/hospital supervisor shall prepare an agenda and provide such agenda to the Chief Nurse Officer one week in advance of the meeting. The committee will, keep minutes for all its meetings, and a copy of which shall be provided to the Chief Nurse Officer within fourteen (14) calendar days of each committee meeting. Neither the Association nor the Medical Center shall be required to address subjects of bargaining and/or contractual issues in the Committee.

16.4 The Committee shall focus on opportunities that provide for the improvement of patient care and nursing practice.

16.5 The Chief Nurse Officer, or designee, shall meet with the Committee periodically for the purpose of identifying shared opportunities and refining committee goals. The Committee shall provide the Chief Nurse Officer, or designee, with recommendations on goals/subjects.

16.6 The Medical Center recognizes the responsibility of the Committee to

1 recommend measures objectively to improve patient care and will duly consider
2 such recommendations and will advise the Committee of action taken.

4 **ARTICLE 17 – TASK FORCE**

5 **17.1 Purpose** - The Medical Center and the Association agree to create a task
6 force for the purpose of facilitating communication and fostering a model of
7 cooperative problem solving of workplace concerns, arising during the term of the
8 current agreement.

9
10 **17.2 Membership** - The Association shall appoint three (3) members of the task
11 force, at least two (2) of whom shall be employed by the Medical Center. The
12 Medical Center shall also appoint three (3) members to the task force.

13
14 **17.3 Meetings** - The task force will set a schedule of regular meetings of monthly,
15 or as otherwise agreed to between the Medical Center and the Association.
16 Employed nurse members will be paid up to one (1) hour for attendance at task
17 force meetings, however if both parties agree the meeting needs to continue longer
18 than one hour then nurse members will be paid for the extended meeting time.

19
20 **17.4 Agreement** - If after exploring alternatives, the task force reaches a solution
21 that is acceptable to the task force, such solution will be implemented by the
22 Medical Center and communicated to impacted management and staff by both the
23 Medical Center and Association. Any agreed-upon solution reached by the task
24 force will not be grieved, nor is the task force's failure to agree on a matter subject
25 to grievance.

26
27 **17.5 Agenda and Minutes** - The Medical Center and the Association will work
28 together to put together an agenda. Minutes will be reviewed at the next meeting.
29 The minutes and information furnished by the Medical Center and the task force
30 members in connection with the functioning of the task force are confidential and
31 may be disclosed to other persons only by mutual agreement of the Medical Center
32 and the Association.

1 **ARTICLE 18 – JURY DUTY AND WITNESS PAY**

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

16
17 **ARTICLE 19 – SENIORITY**

18 **19.1 Seniority Definition** - Seniority shall mean length of continuous employment
19 by the Medical Center, as follows:

20
21 A. Seniority date is the date on which the employee was hired to the
22 Medical Center as a nurse.

23
24 B. Seniority shall end upon the termination of employment, except for a
25 nurse who resigns their position in the bargaining unit and is rehired within
26 twelve (12) months of their resignation date.

27
28 **19.2 Seniority Lists** - The Medical Center will maintain and make available to
29 nurses and the Association a seniority list covering all nurses and will update this
30 list no less often than biannually.

31
32 **19.3 Vacancies**

33 A. Before filling a permanent vacancy in a nursing position covered by

1 this Agreement, the Medical Center shall electronically post a notice of
2 vacancy for a period of at least seven (7) calendar days. Such notice shall
3 describe the open position including shift and FTE and specify a time and
4 manner by which employees may apply for such position. The Medical
5 Center shall investigate, analyze and determine the ability and qualifications
6 of each applicant for the position, and shall select the person most qualified
7 for the job. Where the Medical Center determines that two or more applicants
8 have the necessary qualifications and ability, seniority shall be the deciding
9 factor, unless the Medical Center determines that a less senior applicant has
10 substantially greater qualifications or ability. In assessing qualifications and
11 ability, the duration of a nurse's employment on the unit may be considered
12 when filling the vacancy based on current needs for the unit and provided the
13 nurse has been on the unit for at least two consecutive years prior to the
14 posting. The Medical Center's determination of qualifications and ability shall
15 be controlling, provided that the Medical Center's determination is not
16 arbitrary and capricious.

17
18 B. The Medical Center may fill vacancies temporarily for up to 90 days,
19 after which the Medical Center will not fill the vacancy temporarily, except in
20 emergency situations, unless it posts a notice of vacancy. The period of
21 temporary filling of a vacancy shall not be considered in determining
22 qualifications for such vacancy if it becomes a permanent vacancy.

23
24 C. If a nurse wants to continue in a job, shift and unit, but wants to
25 increase or decrease the number of scheduled days in the nurse's
26 workweek, such change may be made if the Medical Center agrees, subject
27 to the following limitations:

28
29 1. The change is for one (1) day per week or less.

30
31 2. Any decreased scheduled time must first be filled, if the Medical
32 Center determines it to be necessary.

1 3. In filling scheduled time as a result of an increase or decrease,
2 the Medical Center may, as an alternative post the vacancy in the
3 involved unit. Only nurses on the involved unit will be eligible for such
4 scheduled time. If more than one (1) eligible nurse applies for such
5 time, the most senior applicant will receive it, unless this would result
6 in scheduled overtime for the nurse.

7
8 4. A 0.6 FTE or 0.8 FTE nurse may increase the number of the
9 nurse's scheduled days to full-time status on the same job, shift and
10 unit, by applying in writing to the Human Resources Director for
11 reclassification to full-time status, in the following circumstances: (a)
12 for a 0.8 FTE, if the nurse has worked three (3) extra shifts in the
13 same job, shift and unit, in each of the three (3) consecutive schedule
14 periods immediately preceding the schedule period in which the
15 application is made; or (b) for a 0.6 FTE, if the nurse has worked six
16 (6) extra shifts in the same job, shift and unit, in each of the three (3)
17 consecutive schedule periods immediately preceding the schedule
18 period in which the application is made. In either of these
19 circumstances, the reclassification to full-time status will occur in the
20 following posted schedule period, and the increased shifts will not be
21 subject to posting as a vacancy.

22
23 5. The Medical Center may initiate the reclassification of a 0.6 or
24 0.8 FTE nurse to FT FTE status when the following circumstances
25 apply:

26
27 a. for a 0.8 FTE, if the nurse has worked three (3) extra
28 shifts in the same job, shift and unit, in each of the six (6)
29 consecutive schedule periods immediately preceding the
30 schedule period in which the reclassification is made; or

31
32 b. for a 0.6 FTE, if the nurse has worked six (6) extra shifts
33 in the same job, shift and unit, in each of the six (6) consecutive

1 schedule periods immediately preceding the schedule period in
2 which the reclassification is made.

3
4 In either of these circumstances, the reclassification will occur
5 in the following posted schedule period and the increased FTE
6 awarded to the nurse will not be subject to the posting
7 requirements.

8
9 6. A per diem nurse who has averaged twenty-four (24) or more
10 hours of work per week during the preceding twelve twenty-four (24)
11 weeks may apply in writing for reclassification to part-time or full-time
12 status consistent with such hours worked, except that a per diem
13 nurse employed on a temporary basis (not to exceed six (6) months)
14 to replace a nurse on an approved leave of absence will not be eligible
15 for this reclassification.

16
17 **19.4 Shift Cancellations** - In case of shift cancellation in a unit, shift cancellations
18 shall be in accordance with Appendix A.

19
20 **19.5 Assignment in Lieu of Shift Cancellation** - Nurses subject to shift
21 cancellation may be assigned available work in a helping hands capacity elsewhere
22 in the Medical Center for the duration of the shift as follows:

23
24 A. The Medical Center may require any nurse hired after April 19, 2011
25 to work in a Helping Hands capacity on another unit if the nurse has at least
26 four (4) months if full-time or six (6) months if part-time of continuous
27 employment with the Medical Center as a nurse.

28
29 B. Each nurse employed as of April 19, 2011 who has not indicated that
30 he/she will work in a helping hands capacity will not be required by the
31 Medical Center to do so. Any such nurse who has previously indicated or
32 may at any future time indicate, in writing, that they are willing to work in a
33 helping hands capacity may not later choose to not do so, except pursuant to

1 subsections D and F below.

2
3 C. Helping hands means that the nurse is expected to help out but does
4 not take a nurse assignment.

5
6 D. A registered nurse who has agreed to work as helping hands (as
7 outlined in paragraph B) or who is hired after April 19, 2011 will receive one
8 hundred percent (100%) of the hours in which the nurse was working as
9 helping hands as credit toward their Mandatory Low Census (as set forth in
10 Appendix A).

11
12 E. Nurses who obtain a waiver approved by consensus at the Nursing
13 Task Force will not be required to work in a helping hands capacity. In
14 sensitive situations a nurse may request that the waiver be considered by a
15 subcommittee of the NTF limited to one management representative and one
16 Association representative. In addition, nurses may request that the NTF not
17 be aware of their identity.

18
19 F. Nurses who are not required to work in a helping hands capacity
20 pursuant to this section will not be required to work in a helping hands
21 capacity if they return to the bargaining unit after a break in service of less
22 than one (1) year.

23
24 G. A nurse who has more than six (6) years of continuous employment
25 as a nurse with the Medical Center may request to be exempt from working
26 as helping hands. Such requests will be considered in good faith by the
27 Medical Center subject to patient care needs.

28
29 H. Notwithstanding the above provisions, the Medical Center will
30 endeavor to minimize working in a helping hands capacity when reasonably
31 feasible. When the Medical Center determines that working in a helping
32 hands capacity is needed:

1 1. Nurses will receive orientation to the unit, including the layout of
2 the unit, codes and passwords, and location of supplies. Nurses will
3 be trained and current on PMAB, if applicable.

4
5 2. Nurses will work as helping hands according to call off order in
6 Appendix A.

7
8 3. The Medical Center will make reasonable efforts not to
9 regularly require a nurse to work as helping hands on more than one
10 unit per shift.

11
12 **19.6 Temporary Work While on Layoff** - The Medical Center shall maintain a list
13 of all nurses on layoff according to seniority. The most senior qualified nurse on this
14 layoff list shall be offered first opportunity to perform available temporary work, if the
15 nurse requests such opportunity, until such time as the nurse withdraws such
16 request. Such preferential opportunity will be offered in accordance with the
17 procedures of the following subparagraphs:

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

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

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

32
33 D. If the Medical Center cannot reach the nurse by telephone or the

nurse declines the offer, the Medical Center may offer such work to the remaining qualified nurses on the layoff list, in accordance with this paragraph, in order of seniority.

E. When the Medical Center cannot reach a nurse by telephone to offer such work, (1) the nurse's preferential opportunity under this paragraph will continue with respect to temporary work which becomes available in the subsequent days of the week, if such work has not previously been offered to and accepted by another nurse, and (2) no more than a week of a particular job, shift and unit will be offered to other nurses until the Medical Center has tried on a subsequent day to reach the nurse to offer the following week(s) of such work.

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

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

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

ARTICLE 20 – REDUCTION IN FORCE

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

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

1 or position.

2
3 **20.3** If the Medical Center determines that a reduction in force as defined in
4 Section A of this article is necessary, a minimum of forty-five (45) days' notice will
5 be given to the Association detailing purpose and scope of the reduction and the
6 likely impacted unit or units, shifts, and positions. The Medical Center will provide
7 the Association with a list of open RN positions at The Medical Center and, at the
8 request of the Association, at any other Providence facilities within Oregon. An
9 "open position" is any position for which the facility is still accepting applications.

10
11 **20.4** Upon notice to the Association, representatives of The Medical Center and
12 the Association will meet to discuss scope of the reduction and the likely impacted
13 unit or units, shifts, and positions as well as options for voluntary layoffs (including
14 requests for voluntary layoff), reduction of the scheduling of intermittently employed
15 nurses, conversion from regular nurse status to an intermittently employed nurse
16 and FTE reductions (full-time nurses going to part-time status). The Medical Center
17 will consider the options suggested by the Association but will not be required to
18 implement the suggested options.

19
20 **20.5** If after meeting with the Association, The Medical Center determines that a
21 reduction in force is still needed the nurse or nurses on the unit or units to be
22 impacted will be given a minimum of thirty (30) days' notice. If there are any posted
23 RN positions within The Medical Center at the time of a reduction in force, The
24 Medical Center will wait to fill such positions with an external applicant until it has
25 become clear which nurses will be impacted by the reduction in force (either laid off
26 or displaced into another position), and those nurses have had an opportunity to
27 apply for those positions. The Medical Center may immediately post and fill nursing
28 positions if either (1) it is apparent that the nurses likely to be impacted by the
29 reduction in force are not qualified for the open position or (2) The Medical Center
30 has an urgent need to fill the position for patient care reasons. The Medical Center
31 will inform other employers within Providence-Oregon of the existence of the
32 reduction in force, and request that they consider hiring the impacted nurses, if any,
33 for any open positions.

1 **20.6** Upon notification to the impacted nurse or nurses on the unit or units The
2 Medical Center will displace the nurses in the following manner. Where more than
3 one nurse is to be impacted in a unit or units, the impacted nurses will progress
4 through each step of the process as a group so that the nurse or nurses with the
5 most seniority will have the first choice of displacement options and progress in a
6 manner so that the nurse or nurses with the least seniority will have the least
7 options. The nurse or the nurses with the least seniority as defined in Article 19
8 among the nurses in the shift or shifts of the patient care unit or units where such
9 action occurs, will be displaced from their position provided that the nurse or nurses
10 who remain are qualified to perform the work. The displaced nurse or nurses whose
11 position is taken away will become the displaced nurse or nurses for the purposes
12 of the following subsections and will then have the following options:

13
14 A. Any initially displaced nurse may choose to fill a vacant position in the
15 bargaining unit if they are qualified for that position.

16
17 B. Any initially displaced nurse may, within seven (7) calendar days of
18 their notification of the layoff, choose to accept layoff with severance pay in
19 lieu of further layoff rights or options. Such severance pay will be based on
20 the severance policy applicable to non- represented employees then in
21 effect, except that the nurse will receive severance payments equal to
22 seventy-five percent (75%) of the severance wages available to non-
23 represented employees with the same number of years of service as the
24 nurse. In order to receive severance payments, the nurse will be required to
25 sign The Medical Center's standard severance agreement that includes a
26 release of all claims (including the right to file any grievance relating to the
27 nurse's selection for layoff). Any nurse who chooses severance (including a
28 nurse who chooses severance and then refuses to sign the severance
29 agreement) forfeits any further rights under this Article. Severance is not
30 available to nurses who become displaced due to the application of the
31 "bumping rights" described below.

32
33 C. If they do not accept severance, the displaced nurse or nurses will

1 take the position of the least senior regular nurse in their same patient care
2 unit or units, regardless of shift, provided they are qualified to perform the
3 work of that position (the nurse or nurses whose position is thus taken will
4 become the displaced nurse or nurses for the purposes of the following
5 subsections); or

6
7 D. The displaced nurse or nurses will take the position of the least senior
8 regular nurse or nurses in the bargaining unit, provided they are qualified to
9 perform the work of the position. For this sub-section only, a nurse is
10 qualified to perform the work of a position if they have held a regular position
11 performing the duties of that position at The Medical Center within the two
12 years immediately prior to the date The Medical Center provided notice to the
13 Association of the need for a reduction in force. (The nurse or nurses whose
14 position is thus taken will become the displaced nurse for purposes of the
15 following subsection); or

16
17 E. The displaced nurse will be laid off.

18
19 **20.7** In the event The Medical Center undergoes a layoff, and a position exists in
20 a unit affected by the layoff that requires special skills and/or competencies which
21 cannot be performed by other more senior nurses in that unit, The Medical Center
22 will notify the Association of the need to potentially go out of seniority order. The
23 parties agree to promptly meet and discuss the unit, scope of layoff, the job skills
24 required, and how to address the situation in order to protect seniority rights and
25 care for patients. In analyzing the special skills and/or competencies, the ability to
26 provide training to more senior nurses will be considered. Special skills and
27 competencies will not include a specific academic degree, non-mandatory national
28 certifications, disciplinary actions or work plans.

29
30 **20.8** Recall from a layoff will be in order of seniority, provided the nurse or nurses
31 laid off is/are qualified to perform the work of the recall position. A displaced nurse
32 under any of the preceding sections or subsections of this article, including recalled
33 nurses under the previous sentence, will be given preference for vacancies in the

1 same unit and/or cluster, in order of their seniority. Such recall rights continue for up
2 to twelve (12) months from date of displacement. It is the responsibility of the
3 displaced nurse to provide The Medical Center with any changes in address,
4 telephone number or other contact information. If the displaced nurse fails to
5 provide The Medical Center with such changes and The Medical Center is unable to
6 contact them with available contact information, they forfeit any recall rights.

7
8 **20.9** A workforce reorganization shall include staffing changes resulting from a
9 merger or consolidation of two or more units, increases or decreases in FTE status
10 among bargaining unit members, and changes of positions within a seniority pool.
11 Prior to implementing a workforce reorganization, the Medical Center will provide
12 the Association a detailed tentative reorganization plan at least forty-five (45) days
13 in advance of the scheduled implementation date. The Medical Center shall, upon
14 demand by the Association, bargain the impact of the work force reorganization. In
15 the event a unit reorganization involves reductions in FTEs, the reduction in force
16 procedures outlined in this Article 20 shall be followed.

17
18 **20.10** A health care unit restructure is defined as the moving or consolidation of an
19 existing acute health care unit or units from another employer (either from another
20 Providence employer or from outside Providence) to be employed by The Medical
21 Center as defined in this Agreement (Article 2 – Recognition).

22
23 A. In the event of a health care unit restructure, The Medical Center will,
24 if possible, give the Association thirty (30) days' notice to allow adequate
25 time to discuss concerns and transition plans and bargain over any impacts
26 on bargaining unit nurses. If The Medical Center cannot, in good faith, give
27 thirty (30) days' notice, it will give the Association as much notice as is
28 practicable.

29
30 B. The Medical Center will determine the number of positions that the
31 restructured health care unit or units will have.

32
33 C. In the event of a health care unit restructure, the nurses joining The

1 Medical Center from the other employer will have their seniority calculated in
2 accordance with Article 19.

3
4 D. If new positions result from the restructure, nurses from the unit or
5 units affected by the restructure will be given the first opportunity to apply for
6 those newly created positions. The job bidding and posting processes for
7 such position will be worked out by the Association and The Medical Center
8 but will generally adhere to the seniority and job posting provisions of Article
9 19 – Seniority. Any positions not filled by nurses from within that unit will then
10 be posted and offered to other The Medical Center nurses consistent with
11 Article 19.

12
13 E. If as a result of a health care unit restructure there are any position
14 reductions or eliminations at The Medical Center, those will be handled
15 according to this Article 20 – Reduction in Force.

16
17 F. The newly restructured unit or units at The Medical Center will comply
18 with all other provisions of the contract including Article 14.

19
20 G. Nurses' wage rates will be set in accordance with the provisions of
21 Article 11, including the provisions regarding experience and placement on
22 wage steps. If as a result a newly hired nurse would be paid a rate less than
23 they were paid at the nurse's prior employer, The Medical Center will meet
24 with ONA to discuss options, with consideration given to both the economic
25 impact on the nurse and internal equity among the wage rates for existing
26 nurses in the bargaining unit. All differentials will be paid to the nurse in
27 accordance with Article 11 of the parties' collective bargaining agreement. If
28 a nurse coming to the Medical Center from another employer is then
29 currently on a similar clinical ladder program, the nurse may apply for
30 placement on the closest corresponding step on the Medical Center's clinical
31 ladder program (if one then exists), based on The Medical Center's clinical
32 ladder application schedule. This Agreement will only be binding for
33 Providence nurses with a different Providence employer when a similar

1 agreement with regard to health care unit restructuring exists between the
2 Association and the other Providence employer

4 **ARTICLE 21 – PAID TIME OFF**

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

10 **21.1 Paid Time Off (PTO) Accrual**

12 A. A nurse accumulates PTO hours each pay period starting with the first
13 hour of work.

14
15 B. PTO hours can be used for a vacation, holiday, sickness, or any other
16 reason desired, but may only be taken for hours on regularly scheduled
17 shifts. PTO benefit hours accumulate on a hours paid basis. PTO hours
18 accrue on all hours worked during a pay period up to a 1.0 FTE (including
19 overtime and extra shifts). Nurses also accrue PTO when using PTO, short-
20 term disability, paid parental leave, bereavement leave, or educational leave,
21 as well as on non-productive work time such as in-services and mandatory
22 meetings. PTO benefit hours will also accumulate during the unpaid hours of
23 a shift which has been canceled (low census). However, there is no PTO
24 accrual for not worked on-call time (standby), or for PTO that is “cashed out”
25 on termination. Notwithstanding the prior provisions, a nurse will not accrue
26 PTO on any hours above two thousand eighty (2,080) per year.

27
28 **C-1.** Regular nurses with a full-time equivalent (FTE) status of at least zero
29 point five (0.5) accrue PTO as follows:

Years Of Service	Accrual Per Hour Worked*	Accrual Per Year**	Maximum Accrual
Less than 3 years	0.0961 hours	200 hours	300 hours
3 to less than 5 years	0.1078 hours	224 hours	336 hours
5 to less than 10 years	0.1154 hours	240 hours	360 hours
10 to less than 15 years	0.1269 hours	264 hours	396 hours
15 or more years	0.1346 hours	280 hours	420 hours

*The number of hours is based on eighty (80) hours per pay period.

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

Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1.50) times the applicable annual accrual set forth above, which is not prorated for nurses whose FTE status is less than 1.0.

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

Years Of Service	Accrual Per Hour Worked*	Accrual Per Year**	Maximum Accrual
Less than 3 years	0.1004 hours	188 hours	282 hours
3 to less than 5 years	0.1122 hours	210 hours	315 hours
5 to less than 10 years	0.1197 hours	224 hours	336 hours
10 to less than 15 years	0.1314 hours	246 hours	369 hours
15 or more years	0.1389 hours	260 hours	390 hours

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

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

1 Accrual will cease when a nurse has unused PTO accrual equal to one and
2 one-half (1.50) times the applicable annual accrual set forth above, which is
3 not prorated for nurses whose FTE status is less than 1.0.

4
5 **D. PTO Use** – Accrued PTO may be used in the pay period following the
6 pay period when accrued. PTO will be used for any absence of a quarter
7 hour or more, except that the nurse may choose to use or not to use PTO for
8 time off:

- 9
10 1. When a nurse is on a mandatory day off; or
11
12 2. For military leaves of absence under federal leave laws.
13
14 3. PTO may be used in addition to receiving workers'
15 compensation benefits up to a combined total of PTO, and workers'
16 compensation benefits that does not exceed two-thirds (2/3) of the
17 nurse's straight-time pay for the missed hours.
18
19 4. To supplement short-term disability and paid parental leave pay
20 to 100 percent of base pay as long as PTO is available.
21
22 5. PTO may not be used when the nurse is eligible for Medical
23 Center compensation in connection with paid bereavement leave, jury
24 duty, witness service.

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

- 28
29 1. Upon termination of employment, and, in cases of resignation,
30 if the nurse has also provided two (2) weeks' notice of intended
31 resignation;
32
33 2. Upon changing from benefit-eligible (FTE 0.5-1.0) to non-

1 eligible status (FTE less than 0.5).

2
3 **21.2 Scheduling Time Off** - Scheduled PTO or unpaid time off shall be
4 scheduled in accordance with the scheduling procedures. In case of illness,
5 accident, or emergencies, PTO hours, or unpaid time off, may be taken without prior
6 scheduling. Scheduled PTO hours or unpaid time off must be used in a block of at
7 least eight (8) hours. Unscheduled PTO hours or unpaid time off (illness, accident,
8 and personal emergencies, for example, emergency doctor appointment, family
9 illness, or funeral) can be used in less than eight-hour blocks. A nurse may utilize
10 scheduled unpaid time off, rather than use PTO, in accordance with this article.

11
12 **21.3 PTO Request Procedure** - Requests for PTO or vacation should be
13 inclusive of the entire block of time the nurse is requesting. The nurse will only need
14 to use PTO equivalent to their FTE.

15
16 A. The number of nurses who may be on pre-scheduled time off at one
17 time is defined at the unit level.

18
19 B. Should the Medical Center be unable to find adequate coverage for a
20 nurse's requested PTO or requested unpaid time off, a nurse's request for
21 PTO hours or unpaid time off may be denied even though a nurse has given
22 the required advance notice of fifteen (15) days.

23
24 C. A decision to grant or deny a request will be made before the
25 schedule's posting deadline. The response will be in writing. Failure to
26 respond to the request before the schedule's posting deadline shall be
27 considered approval.

28
29 D. If more than one nurse in a unit asks for the same time off, and gives
30 the required advance notice under the scheduling article, but the unit level
31 staffing needs will not allow all such nurses to take this time off, the nurse(s)
32 with the higher seniority will be given preference. Where the time off
33 requested is for New Year's Day, Thanksgiving, or Christmas, a nurse who

received that holiday off in the previous year may not use the preference provided for in the preceding sentence.

E. If a nurse is denied requested time off but is able to find coverage after posting of the schedule and provides the nurse's manager with written commitment from the other nurses of such coverage, the nurse shall be granted the time off. Trades will be granted when they do not incur additional overtime or other premium pay, and staffing levels and skill mix must be maintained. All other requests for trades will be reviewed at manager discretion.

F. PTO will be granted only if the nurse will have sufficient amount of PTO by the time of the requested dates. PTO requests shall not be converted to requests for unpaid time off, unless with manager approval, provided that previously approved time off will not be rescinded if the nurse's shortage of PTO is a direct result of PTO taken for MDO.

G. Once a time off request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse.

21.4 PTO Priority Requests - When a PTO request for a block of seven (7) consecutive calendar days or more is submitted to the Medical Center in writing at least four (4) months but not more than six (6) months in advance of the posting deadline for the schedule containing the requested dates, the request shall be considered a priority request.

A. Nurses will indicate that a request is a priority request by in electronic scheduling and by email notification to the manager. This email serves as a time stamp for the priority PTO request.

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

level, when the requested time off would occur.

C. The Medical Center will inform the nurse no later than thirty (30) days after receiving the priority request whether the requested PTO will be granted or denied. Failure to respond to the request within the 30 days shall be considered a grant of the request. If the priority request is denied, the nurse can resubmit a request within 7 days for a similar but different time frame and still have it be considered a priority request under this clause.

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

E. Nurses may not priority request the same holiday off in a two-year cycle.

21.5 Holidays - The Medical Center shall make a good faith effort to rotate holiday work. Units will develop guidelines that provide for the fair and just rotation of the scheduling of shifts on the holidays (New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day). Units may opt to post the schedule for the scheduling periods that include Thanksgiving, Christmas Day, and New Year's Day at the same time. If units combine these scheduling periods, they will be considered as one scheduling period with PTO request deadlines being based on the deadline for the first scheduling period.

In a unit that is closed on a designated holiday (New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas) for routine patient care or elective cases, but may provide nursing care on an urgent or

1 emergency basis, the following will apply:

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

7
8 B. Full-time nurses who normally work a five (5) day a week position, and
9 who do not normally work on holidays, may request PTO on such holiday.

10
11 C. Part-time nurses will be scheduled for their normal number of
12 scheduled hours in the holiday week, with the holiday considered as one of
13 their regular days off.

14
15 D. Being on standby call on the holiday will not affect PTO eligibility
16 under this section.

17
18 **21.6 Conditions for Paid Time** - All scheduled or unscheduled PTO hours taken
19 shall be with pay. All scheduled or unscheduled time off taken by a nurse, except to
20 the extent specified to the contrary below, shall be paid time off.

21
22 **21.7 Taking Unpaid Time Off** - An RN can take only the following time off, if
23 desired, without pay:

24
25 A. Leaving early (with supervisory approval).

26
27 B. Supervisory reduction in force (temporary layoff, shift cancellation or
28 layoff for part of shift).

29
30 C. Time spent in collective bargaining negotiations.

31
32 **21.8 Finding Replacements** - Any nurse exercising her/his option to find a
33 manager approved replacement for a scheduled shift (and who does not merely

trade shifts with the replacement employee during the same work week) will take PTO pay for this time off and such trade cannot result in overtime or other premium payments.

21.9 PTO Accrual and Shift Cancellation - A nurse may occasionally have a shift canceled or be requested to go home for part of a shift, due to lack of work. Sometimes the nurse may be requested to stay on an on-call basis at home. In such shift cancellations or layoffs for a portion of a shift, the nurse will continue to accrue PTO for the canceled hours in the shift. The nurse shall have the option of taking such canceled hours as unpaid time off or PTO. If the nurse chooses to take these canceled hours of a shift as PTO and is requested by the Medical Center to stay "on-call" for these hours as well, any PTO pay shall be in addition to on-call pay.

21.10 Computation of PTO Pay - Compensation for PTO hours will be at the straight-time rate of pay:

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

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

1 **21.11 PTO Benefit Year** - The paid leave benefit year will commence January 1 of
2 each year and end December 31 of each year. There shall be no minimum number
3 of PTO days which a nurse must take each benefit year.

4
5 **21.12 EIT Use** - Through December 31, 2022, accrued EIT may be used for an
6 approved OFLA/FMLA to care for a family member after the twenty-four (24) hour
7 elimination period. If a paid family leave plan is otherwise provided by statute, EIT
8 may be used to supplement that state-paid leave up to one hundred percent
9 (100%).

10
11 **21.13 Other Leave** - PTO hours are paid leave hours designed to substitute for
12 sick leave, vacation and holidays. Educational leave, unpaid medical or personal
13 convenience leaves of absence, bereavement leave, jury duty and witness leave,
14 and so forth, shall continue to be available to nurses, and administered by the
15 Medical Center as in the past, according to the provisions of this Agreement.

16
17 **21.14 Cashout of PTO on Termination** - Upon termination of employment, a
18 nurse shall be paid for all unused accrued PTO at the nurse's straight-time rate of
19 pay, including premium pay when applicable. A nurse shall not be reimbursed for
20 unused days in the Extended Illness Time.

21
22 **21.15 Workers' Compensation** - PTO may also be used in addition to receiving
23 workers' compensation benefits, up to a combined total of PTO and workers'
24 compensation benefits that does not exceed 100 percent of the nurse's base pay.

25
26 **21.16 Effect of PTO** - Once PTO is paid to a nurse, it will not be transferred back
27 to the nurse's PTO or EIT account.

28
29 **21.17 Short-Term Disability and Paid Parental Leave** - Providence will provide a
30 short-term disability and paid parental leave benefit effective with the pay period.
31 Short-term disability and paid parental leave will be paid at 65% of the employee's
32 base rate of pay plus shift differential plus certification premium, if applicable.
33 Participation shall be subject to specific requirements outlined in the HR policy and

1 timely submission of required documentation to the benefit/leave administrator.

2

3 **ARTICLE 22 – WORKPLACE SAFETY AND TECHNOLOGY**

4 The Medical Center recognizes it is subject to national and state laws, and
5 regulatory standards for use of medical and safety equipment. The Medical Center
6 commits to making good faith efforts toward ensuring appropriate medical and
7 safety equipment is available based on patient care requirements and caregiver
8 health protections.

9

10 Clinical technology is intended to help support a registered nurse's clinical judgment
11 in assessment, evaluation, planning, and implementation of care. Ultimately,
12 technology and equipment decisions are at the sole discretion of the Medical
13 Center.

14

15 **22.1 TB Testing** - The Medical Center shall arrange to provide a tuberculin test
16 (QuantiFERON-TB Gold testing, as available), and a chest X-ray when indicated by
17 the tuberculin test, at no cost to the nurse. This test will be done at the beginning of
18 employment, when indicated by exposure, or when required by the employee health
19 department.

20

21 The Hospital will provide annual complete blood count (CBC), upon nurse's request,
22 at no cost to the nurse.

23

24 **22.2 Safety Protection Devices** - The Medical Center shall provide appropriate
25 safety devices and required personal protective equipment to all registered nurses
26 engaged in their work where such items are necessary to meet the requirements of
27 applicable laws, regulations and policies. Registered nurses must use such items in
28 accordance with Medical Center policies.

29

30 **22.3 Mutual Responsibility** - Registered nurses and leaders recognize they have
31 a mutual responsibility for promoting safety and health regulations and complying
32 with health and safety practices. These shall include but not be limited to the
33 following:

- 1 A. Adherence to Medical Center policies and procedures.
- 2
- 3 B. Proper use of personal protective equipment and safety devices.
- 4
- 5 C. Use of equipment according to manufacturers' instructions for use
- 6 (IFU) or in accordance with state and national guidelines and standards.
- 7
- 8 D. Use of mechanical safeguards.
- 9
- 10 E. Following known safety practices.
- 11

12 **22.4 Nurse Input into Technology** - Registered nurses who have concerns
13 about safety, technology and/or equipment should escalate via the chain of
14 command. These concerns may require urgent resolution or be appropriate to refer
15 to the Unit Based Council. When feasible, registered nurses shall be given the
16 opportunity to provide input whenever new technology affecting the delivery of
17 nursing care is being considered.

18
19 Registered nurses are encouraged to identify deficits, malfunctions, and/or outdated
20 equipment and bring proposals for new equipment to the nurse leader of the
21 Nursing Unit.

22
23 **22.5 Workplace Concerns** - A registered nurse who has concerns about staffing
24 shall follow the established chain of command, consider using the staffing complaint
25 process, which includes but is not limited to escalation in the moment, followed by
26 the completion of the staffing complaint form which will be reviewed at the Staffing
27 Effectiveness Committee. A registered nurse who has workplace concerns related
28 to their personal health status should inform their core leader. If appropriate the
29 registered nurse will follow the established disability accommodation process. A
30 registered nurse who has concerns about their workplace environment or safety
31 shall follow their chain of command and escalate as needed for resolution.

32
33 **22.6 Exposure to a Communicable Disease in the Workplace** - If a registered

1 nurse is exposed to a communicable disease while working at the Medical Center
2 and is determined by Caregiver Health to have had a high-risk exposure to a
3 disease that would require immunization, testing, or treatment, the registered nurse
4 shall be provided immunization against, testing for, and/or treatment for such
5 communicable disease without cost to the registered nurse, in accordance with
6 Medical Center policy.

7
8 **22.7 Personal Safety** - The Medical Center is committed to providing regular
9 education and training for registered nurses to promote their personal safety in the
10 workplace setting. The Medical Center will maintain a safety committee and a
11 workplace violence committee, and registered nurse participation is highly
12 encouraged. The Medical Center monitors the incidents of reported
13 behavioral/combatative persons (code gray), weapons/hostage situations and active
14 threat on campus (code silver), and the reported occurrences of workplace violence.

15 16 **ARTICLE 23 – BEREAVEMENT LEAVE**

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

26 27 **ARTICLE 24 – EMPLOYMENT STATUS**

28 **24.1 Discipline** - The Medical Center shall have the right to suspend, discharge
29 and discipline nurses for proper cause. Disciplinary action may include verbal
30 warning, written warning, or discharge. These forms of discipline will generally be
31 used progressively, but the Medical Center may bypass one or more of these
32 disciplinary steps. Consistent with the principles of proper cause, the Medical
33 Center will consider the nature of the offense and the time periods between

1 offenses in determining the level of discipline. Disciplinary action will be conveyed in
2 a private manner. After four (4) years, if no further disciplinary action is applied, the
3 employee may submit a written request seeking that written disciplinary notices be
4 removed from their file. Any removal of material from the personnel file shall be at
5 the sole discretion of the CNO and HR Director.

6
7 **24.2 Individual Work Plans** - Work plans are not disciplinary actions. The goal of
8 a work plan is to provide a tool to enable a nurse to develop skills and/or improve
9 performance. Work plans will outline job requirements, performance expectations,
10 and objectives. The Medical Center will seek input from a nurse in the development
11 of a plan, but the parties acknowledge that the Medical Center has the right to
12 determine when to implement a plan and to decide on the terms set forth in the
13 development or work plan. If a plan is in place and there is a significant change in
14 circumstances (e.g., significant change in workload or assignment), the nurse may
15 request an adjustment to the plan to address the changed circumstances.

16
17 **24.3 Personnel File** - A nurse may review the contents of their personnel file
18 upon request, in accordance with ORS 652.750. A nurse will also be permitted to
19 submit to their personnel file a written rebuttal or explanation, which will be included
20 with any documentation of discipline or discharge.

21
22 **24.4 Exit Interview** - A nurse shall, upon request, be granted an interview upon
23 the termination of the nurse's employment.

24 **ARTICLE 25 – CHANGES DURING TERM OF AGREEMENT**

25
26 All matters not covered by this Agreement shall be administered by the Medical
27 Center on a unilateral basis, pursuant to its management rights, during the term of
28 this Agreement without further collective bargaining with the Association; provided
29 that if the Medical Center is considering making a change in any such matter, which
30 involves a mandatory subject of collective bargaining, and which would have a
31 significant adverse impact on unit nurses, the Medical Center will offer to negotiate
32 with the Association about such change prior to implementing it.

1 **ARTICLE 26 – MODIFICATION**

2 No provision or term of this Agreement may be amended, modified, changed,
3 altered, or waived except by written document executed by the parties hereto. This
4 written document, including any side letters of agreement, expresses the entire
5 agreement between the parties.

6
7 **ARTICLE 27 – SAVINGS CLAUSE**

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

13
14 **ARTICLE 28 – DURATION AND TERMINATION**

15 This Agreement shall be effective from its date of ratification, except as specifically
16 provided otherwise in the Agreement, and shall continue in full force and effect to
17 and including December 31, 2023 and shall be automatically renewed from year to
18 year thereafter unless either party gives written notice by registered or certified mail
19 to the other not less than ninety (90) days prior to the expiration date hereof or any
20 anniversary expiration date that it desires to modify, change or amend this
21 Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 July 11 ,2022.

3 OREGON NURSES ASSOCIATION

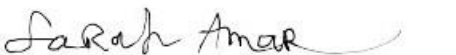
PROVIDENCE WILLAMETTE FALLS

4

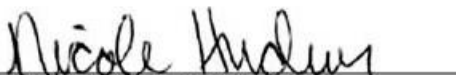
MEDICAL CENTER



Virginia Smith, RN Med/Surg,
ONA Chair, chief negotiator for ONA




Sarah Amar, RN, BirthPlace



Nicole Hudson, RN, Emergency



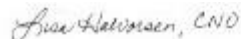
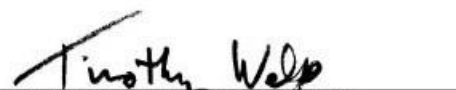
Jay Fornick, RN, Med/Surg



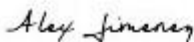
Jan Wilson, RN, PACU



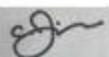
Robin Barry, RN, Short Stay



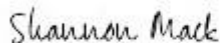
Lisa Halverson, RN, CNO PWPMC



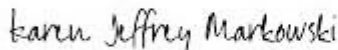
Alex Jimenez, HR Business Partner



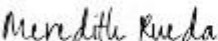
Chuck Johnson, Nurse Manager
Medical Surgical Services



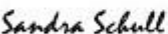
Shannon Mack, RN, Nurse Manager
Clinical Education and Resource



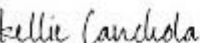
Karen Jeffrey-Markowski, RN, Nurse Manager
Emergency Services



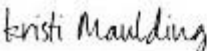
Meredith Rueda, RN, Nurse Manager Surgical Services



Sandra Schull, RN, Nurse Manager Critical Care



Kellie Canchola, RN, Nurse Manager
Maternity Services



Kristi Maulding, RN, BSN, Nurse Manager
Child and Adolescent Psychiatric Unit

6

7

8

9

**APPENDIX A – DETERMINATION OF LOW CENSUS/ON CALL
FOR MANDATORY DAY OFF (MDO)**

A. The Charge nurse determines how many nursing staff members are needed to work on the next shift in the unit based on the unit-level staffing plan.

B. The Charge nurse then determines who will be placed on low census/on call using the following sequence:

1. Non-guaranteed per diem Agency nurses.
2. Share Care Nurses.
3. Nurses whose work would be payable at double time.
4. Nurses whose work would be payable at extra shift premium.
5. Nurses whose work would be payable at overtime.
6. Volunteer Request for Low Census. – Lists of requested voluntary low census are maintained electronically or through the agreed upon process at the unit level, and the nurse must designate their preference related to Standby at the time the nurse places their name on the list. Such preference will be considered by the Medical Center in determining which nurse will be give the low census, based on the determination to the standby needs for the department. Where multiple requests are received for the same status of voluntary low census, the earliest request(s) will be given preference and the order will be viewable by nurses, provided that a nurse on the same department is qualified to perform the work of the nurse given the time off.
 - a. The Medical Center will make its best effort to select accurately among volunteers for low census. The parties agree, however, that no grievance may be filed about disputes between two or more

1 volunteers for low census.

2
3 7. Guaranteed Agency Nurses, Including Travelers – Travelers who have
4 already been called off to the maximum of their contract can work on their
5 assigned unit in addition to the home staff determined by call off order and
6 census; a traveler cannot displace home unit staff.

7
8 8. Per Diem nurses.

9
10 9. Part time nurses who are working above their FTE.

11
12 10. Part time/full time nurses on the posted schedule with the least recent
13 low census/standby/or accumulated hours totaling a full shift (including credit
14 for mandatory floating).

15
16 C. Situations that alter the order of shift cancellation are:

17
18 1. The unit requires a nurse with specialty training per the unit staffing
19 plan and/or operational requirement, such as a charge nurse, preceptor who
20 has been previously assigned to a nursing student or new hire, resuscitation
21 nurse, or other specialty nurse.

22
23 2. If a Helping Hands nurse is needed in another unit. The charge nurse
24 making the staffing determination follows this decision algorithm:

25
26 **BEFORE SHIFT START:**

27 a. If at first determination, according to call off order, there is a
28 mandatory helping hands nurse in the group of all the nurses across
29 units subject to MDO, the mandatory helping hands nurse with the
30 most recent low census date is to work as helping hands.

31
32 b. If none of the nurses being put on standby/low census are
33 mandatory helping hands, then the mandatory helping hands nurse

1 with most recent low census date from all nurses across units
2 scheduled for the shift will work as helping hands in the unit in need.
3 The charge nurse then reapplies the call off order for the unit needs.
4

5 **AFTER SHIFT START:**

6 c. If the charge nurse determines the unit is over-staffed and
7 needs to send staff home, the charge nurse will ask for volunteers to
8 go as helping hands to another unit (if another unit is in need). If there
9 are no volunteers, then the charge nurse will send the next mandatory
10 helping hands nurse to be on standby/ low census per low census
11 dates.
12

13 d. If the charge nurse is not flexing down, the charge nurse calls
14 in the helping hands nurse in this order:
15

16 (1.) Mandatory helping hands nurse with most recent low
17 census date.
18

19 (2.) If there are no mandatory helping hands nurses on
20 standby, a non-mandatory nurse can be called in to replace a
21 mandatory helping hands nurse already on the floor who can
22 then go to the unit in need.
23

24 (3.) Per Diem Nurse.
25

26 **ADDITIONAL INFORMATION FOR DETERMINING HELPING HANDS:**

27 e. A non-mandatory helping hands nurse can be skipped over so
28 that a mandatory helping hands nurse can go as helping hands to
29 another unit. This can be done because the non-mandatory nurse,
30 while it is their turn to work first, has opted out of the fulfilling the need
31 (helping hands in another unit), and so the mandatory helping hands
32 nurse with the most recent low census date can work as helping
33 hands in another unit.

1
2 f. Cross-trained nurses can be called and asked if they are willing
3 to work in their cross-trained unit outside of the call off-order (per
4 Cross-Training MOU) and on days they are not scheduled (after calls
5 have been made to home unit nurses).
6

7 g. No nurse may be utilized as helping hands on another unit until
8 the end of the four-month period if full-time or six-month period if part-
9 time following orientation (either as new hire or new to specialty).
10

11 h. If a mandatory helping hands nurse has signed up for an extra
12 shift, that nurse has the option to decline working as helping hands on
13 another unit. If the nurse declines, that nurse will then take call/low
14 census for their own unit. When a unit needs a helping hands nurse
15 and there are multiple units with nurses available, consideration for
16 skill mix and prevention of divert for any unit will be used in the
17 selection of the nurse who will work as helping hands.
18

19 D. When there is low census and a nurse is subject to MDO, then in one
20 of the following two three (3) categories will apply:
21

22 1. Full low census (stay home). The nurse is not obligated to the Medical
23 Center for that shift.
24

25 2. Standby/On call. The nurse is obligated to report to work within 45
26 minutes (30 minutes for Surgical Services) when called in.
27

28 3. Partial Day Low Census. The nurse is assigned to partial day low
29 census either with or without standby and is scheduled to report to work for a
30 portion of the scheduled shift.
31

32 a. With Standby. The nurse will be placed on standby for a portion
33 of the shift and will be given a scheduled time to report to work for a

1 portion of the shift at the nurse's straight-time hourly rate. If the nurse
2 is called in during the standby portion of the shift, the nurse shall
3 receive call back pay for all hours worked as a result of being called
4 in.

5
6 b. Without Standby. The nurse will be given a scheduled time to
7 report to work for a portion of the shift at the nurse's straight-time
8 hourly rate but will not be placed on standby for the other portion of
9 the shift.

10
11 **ADDITIONAL INFORMATION:**

12 A. Each department will continue to maintain a low census book.

13
14 B. Each nurse is responsible for keeping track of their own low census
15 time and for verifying the accuracy of the same on the low census book of
16 the department where the nurse is scheduled to work. The Medical Center
17 will not be responsible for any lost pay or other financial consequences that
18 result from a nurse's failure to (1) timely question any incorrect decision to
19 low census, or (2) verify the accuracy of the nurse's hours not worked on the
20 low census book.

21
22 C. Partial-shift low census hours can be accumulated towards a full-shift
23 stay home. Hours will be noted on the department's low census book. When
24 those hours add up to the length of the nurse's regularly scheduled shifts, the
25 nurse will be credited with a low census day. Hours accumulated in excess of
26 nurse's regular shift length are carried over to the next month. A nurse who is
27 required to float to a different department will receive a credit for 100% of the
28 hours in which the nurse was floated as low census time. Each nurse is
29 responsible for keeping track of their float hours and for verifying the
30 accuracy of their low census hours.

31
32 D. Being on standby is the same as a low census day if the nurse is not
33 called in. If called in, hours not worked are documented as low census hours.

- 1 E. Low census /standby rotation time is based on the nurse's
2 prescheduled department.
3
- 4 F. The parties may discuss alternative methods for low census at the
5 task force, and, if the parties reach agreement on an alternative method, will
6 implement such method in place of the method described in this Appendix A.

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

2 The parties agree to continue the current voluntary cross-training program, including
3 its criteria and requirements.

4
5 A cross-trained nurse is defined in Article 3.8.

6
7 Upon cross-training competency validation completion, the cross-trained
8 nurse will receive a one-time bonus of \$750, payable within two pay periods
9 following completion. To participate in this cross-training program the nurse
10 must have approval of each unit manager. To remain in the program, each
11 cross-trained nurse will be expected to renew their required cross-training
12 competencies each year. Upon renewing their competencies, the nurse will
13 receive a bonus of \$250, payable within two pay periods following
14 completion.

15
16 Any cross-trained nurse who performs a minimum of 120 hours of work in
17 their cross-trained unit in a six-month period running from either July 1
18 through December 31, or from January 1 through June 30, will receive a
19 bonus of \$750, payable within two pay periods following the end of the
20 period.

21
22 Based on their skills, a cross-trained nurse may be floated outside of the
23 process described in Appendix A.

CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

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

Thank you.

Your Name:

I certify that I have received a copy of the ONA Collective Bargaining Agreement
with Providence Willamette Falls July 11, 2022 through December 31, 2023.

Signature:

Date:

Mailing
Address

Home
Phone:

Work
Phone:

Email:

Unit:

Shift:
