

**AGREEMENT**

**BETWEEN**

**OREGON NURSES ASSOCIATION**

**AND PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER**

February 24, 2025 through December 31, 2026

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## **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.

**3.2 Full-Time Registered Nurse** – A Registered Nurse who is regularly scheduled to work a 40-hour week (36 hours for Nurses regularly scheduled to work 12-hour shifts).

**3.3 Part-Time Registered Nurse** – A Registered Nurse who is regularly scheduled to work less than 40 hours per week (less than 36 hours for Nurses regularly scheduled to work 12-hour shifts) but at least 24 hours per week, and who is designated by the Medical Center as a “part-time” Registered Nurse.

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

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

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

The core Charge Nurse role is a position for which qualified nurses apply and interview.

The core Charge Nurse is expected to perform additional duties per the job description, including committee work. In units where there are multiple core Charge Nurses, scheduling will result in minimal overlap of core charge shifts.

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

**3.8 Cross-Trained Nurse** – A cross-trained nurse is a Registered Nurse who is fully trained and competent to work in a different unit than their home unit. A nurse is considered to be cross trained when they have completed the competency validation and orientation requirements of the specialty unit.

**3.9 Business Day** – Monday through Friday, not including holidays defined in this Agreement.

## **ARTICLE 4 – ASSOCIATION MEMBERSHIP RIGHTS**

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

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

- A. become members of the Association; or
- B. pay fair share dues to the Association in lieu of membership, as a condition of continued employment at the Medical Center.

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

**4.4 Refusal to Pay Dues** – Nurses in the unit who are obligated under this agreement to make, but who refuse after such 30 days' notice to make, membership or fair share payments to the Association, shall be terminated by the Medical Center, or shall be allowed to resign with proper notice to the Medical Center.

**4.5 Religious Convictions** – Notwithstanding any provision of this Article to the contrary, any Registered Nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who is otherwise obligated under Section 4.2, above, to pay membership dues or make fair share payments to the Association, shall not be required to join the Association or to make fair share payments in lieu of membership during the term of this Agreement as a condition of employment; provided that such a nurse will be required to pay sums equal to such fair share payments to a nonreligious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Registered Nurses making contributions under this section shall provide receipts of charitable contributions to the Association upon request. The Association will provide the Medical Center with copies of this Agreement which the Medical Center will provide to newly employed nurses at the time of hire or upon their acceptance of a bargaining unit position.

**4.6 Dues Deductions** – The Medical Center will deduct Association membership dues or fair share payments from the wages of each Registered Nurse who authorizes such deductions in writing. Payments to the Association by a Registered Nurse on other than a monthly basis (for example, quarterly, or an annual lump-sum basis, and so forth) may be arranged by an individual Registered Nurse and the Association, but in such event the Medical Center shall have no obligation to deduct such sums from the wages of the Registered Nurse. Authorized deductions of dues shall be remitted by the Medical Center to the Association in a lump sum on

a monthly basis. The Medical Center shall continue to make such deductions during the term of this Agreement until such time as the nurse authorizing such deductions revokes their authorization in writing.

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

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

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

**4.10 New Hire Orientation** – The Medical Center shall, upon request, provide the Association Executive Committee at the Medical Center, or their designee, access to nurses newly employed in the bargaining unit for 30 minutes during an orientation session for such nurses. The Medical Center will notify the Association of the schedule for onsite orientation sessions of nurses who are new to the bargaining unit. The Association representative or their designee shall be paid one-half hour at their regular rate of pay for time spent in meeting with orienting RNs and shall arrange with the Medical Center in advance the time for such meeting. Attendance at such meetings shall not be paid time. The Association representative or their

designee may contact Human Resources in advance to see if any newly employed nurses will be orienting in a particular work week.

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

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

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

**4.14 Association Meeting Space** – The Association may utilize an available room at the Medical Center for official Association meetings of Medical Center nurses in the bargaining unit, confined to contract negotiation and administration matters, subject to advance scheduling and availability, for up to 12 meetings a year. During bargaining, there may be additional meetings scheduled. Any nurse who so desires shall be entitled to attend such meetings during nonworking time.

## **ARTICLE 5 – 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 for lack of work or other legitimate reasons; to recall employees; and to promulgate and change reasonable work rules and personnel policies, provided that such rules and personnel policies, or action taken under them shall not violate any of the provisions of this Agreement.

## **ARTICLE 6 – NO STRIKE/NO LOCKOUT**

**6.1 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.

**6.2 Dismissal or Discipline for Work Stoppage Violation** – Any Registered Nurse who violates the prohibitions in Section 6.1 shall be subject to immediate dismissal or such discipline short of dismissal which the Medical Center in its discretion deems appropriate.

**6.3 No Lockout** – There shall be no lockouts by the Medical Center during the term of this Agreement.

## **ARTICLE 7 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

The Medical Center and the Association shall comply with applicable antidiscrimination laws regarding age, sex, sexual orientation, gender identity, religion, race, national origin, color, marital or family status, physical or mental disability, military status, and participation or nonparticipation in union activities, with respect to hiring, placement, promotion, or with respect to any other employment condition for Registered Nurses.

## **ARTICLE 8 – WAGES, OVERTIME, AND OTHER ECONOMIC ITEMS**

**8.1 Wages** – The following are the step rates of pay of all nurses employed under the terms of this Agreement. The rates set forth in the wage scale below will take effect the second full pay period following ratification of the contract.

- Market Adjustment Year 1: Effective the second full pay period of following ratification of the contract, \$4.25 market increase for each step.
- Across the Board Increase Year 1: Effective the second full pay period following ratification, 5% increase for each step.
- Across the Board Increase Year 2: Effective the second full pay period following ratification in January 2025, 4% increase for each step.
- Across the Board Increase Year 3: Effective the first pay period in January 2026, 4% increase for each step. Also effective first full pay period in January 2026:
  - Step increases for gap steps 14, 17, 19 equal to half the difference between the neighboring steps. Step increases for gap steps 23 and 24 equal to the distance between steps 22 and 25 divided into equal increments.
  - Additional steps 26 – 30 with increases equivalent to a total of 2.57% divided into equal increments for each step.

Steps	Year 1 2024: \$4.25 Market adjustment plus 5% ATB	Year 2 2025: 4% ATB	Year 3 2026: 4% ATB
Start	\$51.93	\$54.01	\$56.17
Year 1	\$54.96	\$57.16	\$59.45
Year 2	\$56.36	\$58.61	\$60.95
Year 3	\$58.05	\$60.37	\$62.78
Year 4	\$60.19	\$62.60	\$65.10
Year 5	\$62.48	\$64.98	\$67.58
Year 6	\$62.83	\$65.34	\$67.95
Year 7	\$63.57	\$66.11	\$68.75
Year 8	\$64.30	\$66.87	\$69.54
Year 9	\$64.64	\$67.23	\$69.92
Year 10	\$64.97	\$67.57	\$70.27
Year 11	\$65.43	\$68.05	\$70.77
Year 12	\$65.88	\$68.52	\$71.26
Year 13	\$66.37	\$69.03	\$71.78
Year 14	---	---	\$72.28
Year 15	\$67.28	\$69.97	\$72.77
Year 16	\$67.77	\$70.48	\$73.30
Year 17	---	---	\$73.82
Year 18	\$68.73	\$71.48	\$74.34
Year 19	---	---	\$75.21
Year 20	\$70.33	\$73.14	\$76.07
Year 21	\$70.94	\$73.78	\$76.73
Year 22	\$71.26	\$74.11	\$77.07
Year 23	---	---	\$77.63
Year 24	---	---	\$78.19
Year 25	\$72.82	\$75.73	\$78.76
Year 26	---	---	\$79.16
Year 27	---	---	\$79.56
Year 28	---	---	\$79.96
Year 29	---	---	\$80.36
Year 30	---	---	\$80.78

- Nurses will progress to the next step the first full pay period following the anniversary date they joined the bargaining unit at PWPMC.

**8.2 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 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.

### **8.3 Continuous Employment Bonus**

A. 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 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 30th year:

1. Full-time nurses (as of the pay date): \$1,750.
2. Part-time nurses (as of the pay date): \$1,000.

B. 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 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 40th year:

1. Full-time nurses (as of the pay date): \$1,750.
2. Part-time nurses (as of the pay date): \$1,000.

**8.4 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:	\$3.00
Night shift:	\$10.00

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.

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

**8.6 Standby Call Rates** – Effective on the ratification date of this Agreement, nurses assigned to standby call shall receive \$8.00 per hour for all hours spent on standby call. A nurse on standby call is expected to report to the Medical Center ready to work within 45 minutes (30 minutes in surgical services) of a call-in, except in unusual circumstances where safety needs prevent the nurse from meeting this time frame.

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

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

B. Nurses on regularly scheduled standby call and nurses assigned to non-regularly scheduled standby call, who are called in to work, shall receive the premium rate of one and one-half (1.50) times (two (2) times on the holidays specified in this article) their regular rate of pay for all hours worked after being called to work, including for unscheduled hours worked as assigned consecutive with the standby call period. Standby call pay shall be in addition to pay for actual hours worked. Call-back pay begins when a nurse reports to the Medical Center ready to work as a result of a call to return to work.

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

D. When a nurse is placed on-call/standby for a double time shift and called in to work, they shall receive double time for the call back hours.

**8.8 Second Call for Surgical Services** – The Medical Center shall continue its present policy of paying Surgical Services called in to work emergency second cases eight (8) hours of standby pay, at their regular rate, in addition to their regular time and one-half (1.50) pay for the hours worked.

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

**8.10 Overtime** – Overtime work (hours worked in excess of a standard workday or in excess of 40 hours in a workweek) shall be compensated at the rate of one and one-half (1.50) times the regular rate of pay. Work in excess of the standard workday or workweek must be properly authorized in advance, except in emergencies where no authorization can be obtained in advance. There shall be no pyramiding of overtime premiums. Any hour for which an overtime premium is payable under this Article shall not be counted in determining whether time and one-half (1.50) or greater premiums should be paid for any other hour. Nurses regularly scheduled to work 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) 12 hours in a day or (b) 36 hours in a work week.

**8.11 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 paid at the rate of one and a half (1.50) times the regular rate of pay. Hours worked on a holiday are defined as follows: a shift on which a majority of the hours worked are on the holiday. Surgical Services nurses who are scheduled for call shifts where the majority of the hours of the call shift is on a holiday shall receive double time rate of pay for those hours worked as a result of being called in.

## **8.12 Extra Shift Premium**

A. A nurse will be paid a premium of \$20.00 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 one-half (3.50) hours if following the completion of the nurse's regular shift) at the request of the Medical Center. Nurses 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 PTO, jury duty, bereavement, paid educational days, or mandatory in-service meetings.
4. In determining eligibility for this premium, "hours worked" will not include working as a result of trades.

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

C. If extra shift hours qualify for overtime, the extra shift hours will be compensated at the applicable overtime rate, according to this Agreement.

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

**8.13 Double Time Pay Rate** – Nurses on eight (8) or ten (10)-hour schedules working two consecutive shifts, each of which contains at least seven and one-half (7.50) hours of working time, shall be paid double time for hours worked on the shift that is additional to the scheduled shift, as an overtime premium, provided that the nurse works at least seven (7) hours on the



second consecutive shift. If both shifts are unscheduled, the second shift in the sequence will be paid double time. If a Nurse on a 12-hour shift works 15 consecutive hours or longer, all time worked in excess of 12 hours shall be paid at the double shift pay rate. Double time pay rate applies to shifts that are filled within two (2) calendar days of shift start.

**8.14 No Pyramiding of Premiums** – Time and one-half (1.50) premiums under this Article shall not be pyramided with overtime premiums. Any hour for which a time and one-half (1.50) premium is payable under this Article shall not be counted in determining whether time and one-half (1.50) or greater premiums should be paid for any other hour. Notwithstanding the no pyramiding language above, the hours a nurse works on a holiday will be counted towards hours worked for overtime purposes; however, under no circumstance will a nurse be paid a premium of more than time and one-half for the time worked on a holiday (unless it is an emergent shift and double time applies). Examples include, but are not limited to:

- A. A 0.9 FTE nurse who works their regularly scheduled shifts, one of which includes a holiday, and also works an additional shift will be paid time and one-half (1.5) times (or double time as applicable under this Agreement) their regular rate of pay for the holiday and for the additional shift.
- B. If hours are paid overtime rate for work in excess of the standard workday, those hours are not counted toward weekly overtime.
- C. If hours are paid double time rate, those hours are not counted toward any overtime formula.
- D. 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.

**8.15 Certification Premiums** – A nurse who meets the requirements of this section shall receive \$3.00 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

**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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**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

### 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

### 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

#### **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 this Article will receive a one-time bonus of \$2,000. Once the Resource Nurse receives the second certification, they will notify their manager in order to receive the one (1)-time bonus.

**8.16 Charge Nurse Differential** – Charge nurses shall receive \$4.50 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 \$3.00 only for the hours the Nurse is specifically assigned to be Charge Nurse.

**8.17 Per Diem Differential** – Per Diem nurses, when hired, are placed on the wage scale in this Article. After placement on the wage scale in this Article, a per diem nurse will be paid a differential of \$5.00 per hour in lieu of receiving PTO, and insurance benefits.

**8.18 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 \$3.25 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.

**8.19 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 9 – HEALTH BENEFITS**

**9.1 Health Benefits** – Each actively working regular nurse will participate in the benefit program offered to a majority of the Medical Center's other employees, in accordance with their terms. From the Providence benefits program, the nurse will select: (1) medical coverage, (2) dental coverage, (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day care Flexible Spending Account (FSA), (8) long term disability coverage, and (9) voluntary vision coverage. The Medical Center will offer all such benefits directly or through carriers selected by the Plan.

The Medical Center and the Association acknowledge and agree:

- A. The Medical Center's plan options for medical, dental and vision benefits are set forth in this Article of the parties Collective Bargaining Agreement. That plan includes the

option to select either a Health Reimbursement Account (“HRA”), a Health Savings Account (“HSA”), or EPO medical plan.

B. For the term of the collective bargaining agreement, the Medical Center will not make any significant or material changes in the medical, dental and vision insurance plan design with regard to (a) amount of the in- network deductible; (b) the percentage of employee premium contribution for medical coverage; (c) annual out-of-pocket maximums for in- network expenses; (d) amount of spousal surcharge. The spousal surcharge will be the only such surcharge in the medical plan. In 2025, medical plan premiums shall not increase by more than 9% on a blended average basis, meaning for some categories the increases may be greater than 9% and others less than 9%.

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

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

E. Should the Medical Center seek to change the required pre-requisite for earning the incentive for future plan years, it will seek the agreement of the Association prior to implementing a new HRA or HSA screening or requirement.

## **ARTICLE 10 – RETIREMENT**

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

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

the 401(k) Savings Plan; and  
the 457(b) plan.

In January 2020, nurses' existing 401(a) Service Plan balances transferred to the 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 11 – EDUCATIONAL LEAVE**

**11.1 Annual Educational Hours** – Each Registered Nurse shall be entitled to paid educational leave up to 24 hours per year to attend continuing education courses in the medical care field which are directly related to the nurse's responsibilities, including Medical Center administration and management, excluding mandatory education and required credentialing. The Medical Center will reimburse up to \$475 per calendar year to help defray the cost of registration fees and required materials for such education courses as well as costs for in person/off site travel for educational courses, reasonable travel, lodging, meals, and/or parking expenses. These expenses will be reimbursed in accordance with the Medical Center's standards for business travel. This benefit for the bargaining unit will be capped at \$40,000 in each calendar year and applied on a first come first served basis. Twelve (12) hours of unused educational leave and \$225 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.

**11.2 Tuition Reimbursement** – A nurse who is in good standing with the Medical Center is eligible for the Tuition Reimbursement Benefit in accordance with the terms of Medical Center policy. If the Medical Center makes any increases to this benefit for the majority of other Medical Center employees, those increases shall apply to any nurse who applies for the benefit.



**11.3 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 Medical Center in accordance with scheduling procedures. 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 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 21 calendar days of its receipt of the nurse's request. The nurse may appeal such a denial to the Chief Nurse Officer (or their designee). The Chief Nurse Officer (or their designee) may approve education leave beyond 24 hours in their 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 11.1, may be required by the Medical Center to share, orally and/or in writing, the knowledge and experience gained.

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

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

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

**11.7 Remote Work** – Nurses may attend meetings or complete required education remotely after approval from their unit leader, subject to the following considerations and requirements:

- A. Nurses must obtain pre-approval from their unit leaders, including an evaluation on whether the remote meeting attendance or education is likely to create an overtime situation. Every effort will be made to avoid an overtime situation.
- B. Nurses who attend meetings remotely must actively participate and will be paid for the actual meeting time. Meeting facilitator will maintain a record of attendance.
- C. Active participation is defined as being engaged in the meeting – i.e. speaking up and responding to dialogue when appropriate.
- D. Nurses must document all work time.
- E. Leadership has the discretion to determine that remote participation is not an option for any given meeting, based on the nature of the meeting.

F. Leadership may require a specified number of nurses on-site for a particular meeting, with the remaining attending via MS Teams. For recurring meetings, the leader may rotate the nurses between on-site and remote attendance in an equitable manner, subject to role and/or skill set considerations.

## **ARTICLE 12 – PROFESSIONAL NURSING CARE COMMITTEE**

**12.1 Membership** – 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 nurses. This committee shall have no more than eight (8) members.

**12.2 Meetings** – This Committee shall convene and meet every other month unless cancelled by mutual agreement. The Association shall select up to eight (8) bargaining unit nurses as members of the committee. A Medical Center 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.

**12.3 Agenda and Minutes** – 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 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.

**12.4 Purpose** – The Committee shall focus on opportunities that provide for the improvement of patient care and nursing practice. The Medical Center recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will advise the Committee of action taken.

**12.5 Reporting Structure** – 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.

## **ARTICLE 13 – WORKPLACE SAFETY AND TECHNOLOGY**

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

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

**13.1 TB Testing** – The Medical Center shall arrange to provide an evidence-based tuberculin test, and a chest X-ray when indicated by the tuberculin test, at no cost to the nurse. This test will be done at the beginning of employment, when indicated by exposure, or when required by the employee health department. The Medical Center will provide annual complete blood count (CBC), upon nurse's request, at no cost to the nurse.

**13.2 Safety Protection Devices** – The Medical Center shall provide appropriate safety devices and required personal protective equipment to all Registered Nurses engaged in their work where such items are necessary to meet the requirements of applicable laws, regulations and policies. Registered Nurses must use such items in accordance with Medical Center policies.

**13.3 Mutual Responsibility** – Registered Nurses and core leaders recognize they have a mutual responsibility for promoting safety and health regulations and complying with health and safety practices. These shall include but not be limited to the following:

- A. Adherence to Medical Center policies and procedures.
- B. Proper use of personal protective equipment and safety devices.

- C. Use of equipment according to manufacturers' instructions for use (IFU) or in accordance with state and national guidelines and standards.
- D. Use of mechanical safeguards.
- E. Following known safety practices.

**13.4 Nurse Input into Equipment and Technology** – Registered Nurses who have concerns about safety, technology, and/or equipment should escalate via the chain of command. These concerns may require urgent resolution or be appropriate to refer to the Unit Based Council. When feasible, Registered Nurses shall be given the opportunity to provide input whenever new technology affecting the delivery of nursing care is being considered. Registered Nurses are encouraged to identify deficits, malfunctions, and/or outdated equipment and bring proposals for new equipment or alterations of current equipment to the nurse leader of the Nursing Unit. House-wide concerns regarding equipment may be brought to PNCC after discussing the concerns with unit leadership.

#### **13.5 Workplace Concerns**

- A. **Staffing.** A Registered Nurse who has concerns about staffing shall follow the established chain of command, consider using the staffing complaint process, which includes but is not limited to escalation in the moment, followed by the completion of the staffing complaint form which will be reviewed at the Nurse Staffing Committee.
- B. **Personal Health.** A Registered Nurse who has workplace concerns related to their personal health status should inform their core leader. If appropriate, the registered nurse will follow the established disability accommodation process.
- C. **Work Environment.** A Registered Nurse who has concerns about their workplace environment or safety shall follow their chain of command and escalate as needed for review and/or resolution.

**13.6 Mutual Respect** – The Medical Center and the Association agree that mutual respect between and among nurses, managers, caregivers, and supervisors is integral to a healthy work

environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or bullying language or behavior, are unacceptable and will not be tolerated.

A. Any nurse who witnesses or believes they are subject to such behavior should raise their concerns with their manager as soon as possible. If the manager is unavailable, or if the nurse believes it would be inappropriate to contact that person, the nurse should raise their concerns with Human Resources and are strongly encouraged to include specific situations and include documentation.

B. Any nurse who in good faith reports such behavior, or who cooperates in an investigation of such behavior, will not be subject to retaliation by the Medical Center, the Association or by co-workers. Any nurse who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager, supervisor, the Association, or Human Resources representative as soon as possible.

C. The Medical Center will promptly investigate any reports of such behavior and, based on such investigation and, applying appropriate discretion, take appropriate action to prevent the reoccurrence of such behavior. Any Medical Center nurse who has been found to have engaged in such inappropriate behavior will be subject to disciplinary action, up to and including termination.

D. The Medical Center will communicate to the nurse who was subject to such alleged bullying behavior whether the investigation supported the allegation, did not support the allegation, or was inconclusive. The Medical Center may choose to keep confidential, consistent with Medical Center policy, the level of discipline given to a nurse who has been found to have engaged in such behavior.

E. An Association Representative may be present during an investigatory meeting with a represented nurse whether they filed a complaint, or someone filed a complaint against them. Human Resources and the Association Representative (or steward) will have a discussion prior to the meeting to determine if a conflict of interest exists when two or more nurses are involved. In such cases, a different representative will be

identified for each nurse involved. Such participation by the Association Representative or other PWPMC employee in the meeting shall be for the purpose of observation and support. The additional participant shall be bound by confidentiality for the purposes of maintaining the integrity of the investigation.

**13.7 Exposure to a Communicable Disease in the Workplace** – If a Registered Nurse is exposed to a communicable disease while working at the Medical Center and is determined by Caregiver Health to have had a high-risk exposure to a disease that would require immunization, testing, or treatment, the registered nurse shall be provided immunization against, testing for, and/or treatment for such communicable disease without cost to the Registered Nurse, in accordance with Medical Center policy.

**13.8 Personal Safety** – The Medical Center recognizes that the personal safety of its nurses and patients is foundational to providing care. The Medical Center is committed to providing regular and ongoing education and training for Registered Nurses to promote their personal safety in the workplace setting.

A. The Medical Center shall maintain a process for emergency lock downs and train Registered Nurse on that process. This process will include communication plans for all units.

B. Threats to patient or staff member safety will be communicated to leadership and impacted nurses in real time or as promptly as possible. Registered Nurses shall immediately escalate safety concerns (e.g., violence or threats of violence) through their chain of command. The Medical Center will maintain an escalation pathway for instances of violence and/or threats of violence. The pathway will be in writing, available to each unit, and reviewed annually in Nurse Task Force.

C. The Medical Center will discuss security concerns (e.g., Security Services, metal detectors, wandering, signage, etc.) at Task Force. The Medical Center will provide an annual update (or as otherwise requested) of security related resources at Task Force.

D. Prominent signs shall be posted in the workplace indicating weapons and violence will not be tolerated on campus.

E. The Medical Center will maintain the Workplace Violence intranet site available to all RNs.

F. The Medical Center will maintain a safety committee and a workplace violence committee, and Registered Nurse participation is highly encouraged. The Medical Center monitors the incidents of reported behavioral/combative persons (code gray), weapons/hostage situations and active threat on campus (code silver), and the reported occurrences of workplace violence. The data will be shared and reviewed with the Nurse Task Force.

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

**13.9 Workplace Violence** – The Medical Center encourages nurses who are victims of assault in the workplace to report the event and recognizes the potential emotional impact. The Medical Center will follow its established process regarding workplace violence reports. When a violent event occurs on a shift:

A. If a nurse who has been assaulted at work is unable to continue working after reporting the incident, the nurse will be released from duty without loss of pay for the remainder of that shift if they request to do so. If additional time away is needed, the nurse should contact the leave administrator and/or Caregiver Assistance to explore programs, resources and available options.

B. The impacted nurse(s) may request a debrief. The intent of the debrief is to create a safe space for staff to discuss the event.

C. A nurse who has been assaulted by a patient, patient's family member, or visitor shall not be assigned that patient without the consent of the nurse except in cases of an emergency.



D. The Medical Center will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise their rights under the law.

E. The Medical Center encourages nurses who are victims of assault in the workplace to report the event via the established process regarding workplace violence reports.

F. As a result of filling out a workplace violence report, resources about well-being and mental health, including the 988 National Suicide and Crisis Lifeline and Caregiver Assistance Programs (e.g., the ChooseWell portal, My Mental Health Matters, and HealthStream), and information about classes for suicide prevention will be provided to the nurse, and a link for these resources will be available on SharePoint.

## **ARTICLE 14 – PAID TIME OFF AND LEAVES OF ABSENCES**

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

### **14.1 Paid Time Off (PTO) Accrual**

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

B. PTO hours can be used for a vacation, holiday, sickness, or any other reason desired, but may only be taken for hours on regularly scheduled shifts. PTO benefit hours accumulate on an hours-paid basis. PTO hours accrue on all hours worked during a pay period up to a 1.0 FTE (including overtime and extra shifts). Nurses also accrue PTO when using PTO, short-term disability, paid parental leave, bereavement leave, or educational leave, as well as on non-productive work time such as in-services and mandatory meetings. PTO benefit hours will also accumulate during the unpaid hours of a shift which has been canceled (low census). However, there is no PTO accrual for not worked on-call time (standby), or for PTO that is “cashed out” on termination.

Notwithstanding the prior provisions, a nurse will not accrue PTO on any hours above 2,080 per year.

C-1. Regular nurses with a full-time equivalent (FTE) status of at least 0.5 accrue PTO as follows:

<b>Years Of Service</b>	<b>Accrual Per Hour Worked*</b>	<b>Accrual Per Year**</b>	<b>Maximum Accrual</b>
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 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 nine (9)-hour shift, accrue PTO as follows:

<b>Years Of Service</b>	<b>Accrual Per Hour Worked*</b>	<b>Accrual Per Year**</b>	<b>Maximum Accrual</b>
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
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\*Not to exceed 72 hours per pay period

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

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

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

1. When a nurse is on a mandatory day off or low census.
2. For military leaves of absence under federal leave laws.
3. To supplement short-term disability and paid parental leave pay to 100% of base pay as long as PTO is available.
4. PTO may not be used when the nurse is eligible for Medical Center compensation in connection with paid bereavement leave, jury duty, or witness service.

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

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

**14.2 Scheduling Time Off** – Scheduled PTO or unpaid time off shall be scheduled in accordance with the scheduling procedures. In case of illness, accident, or emergencies, PTO

hours, or unpaid time off, may be taken without prior scheduling. Scheduled PTO hours or unpaid time off must be used in a block of at least eight (8) hours. Unscheduled PTO hours or unpaid time off (illness, accident, and personal emergencies, for example, emergency doctor appointment, family illness, or funeral) can be used in less than eight (8)-hour blocks. A nurse may utilize scheduled unpaid time off, rather than use PTO, in accordance with this article.

**14.3 PTO Request Procedure** – Requests for PTO or vacation should be inclusive of the entire block of time the nurse is requesting. The nurse will only need to use PTO equivalent to their FTE.

- A. The number of nurses who may be on pre-scheduled time off at one time is defined at the unit level.
- B. Should the Medical Center be unable to find adequate coverage for a nurse's requested PTO or requested unpaid time off, a nurse's request for PTO hours or unpaid time off may be denied even though a nurse has given the required advance notice of 15 days.
- C. A decision to grant or deny a request will be made before the schedule's posting deadline. The response will be in writing. Failure to respond to the request before the schedule's posting deadline shall be considered approval.
- D. If more than one nurse in a unit asks for the same time off, and gives the required advance notice under the scheduling article, but the unit level staffing needs will not allow all such nurses to take this time off, the nurse(s) with the higher seniority will be given preference. Where the time off 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.

**14.4 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 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 seven (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 (2)-year cycle.

**14.5 PTO when Unit is Closed on Holidays** – 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 emergency basis, the following will apply:

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

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

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

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

**14.6 Conditions for Paid Time** – All scheduled or unscheduled PTO hours taken shall be with pay. All scheduled or unscheduled time off taken by a nurse, except to the extent specified to the contrary below, shall be paid time off.

**14.7 Taking Unpaid Time Off** – An RN can take only the following time off, if desired, without pay:

A. Leaving early (with supervisory approval).

B. Shift cancellation due to low census (mandatory or voluntary) (not applicable if Nurse is offered and declines Helping Hands work).

C. Supervisory reduction in force (temporary layoff, shift cancellation or layoff for part of shift).

D. Time spent in collective bargaining negotiations.

**14.8 Finding Replacements** – Any nurse exercising their option to find a manager approved replacement for a scheduled shift (and who does not merely trade shifts with a nurse during the same work week) will take PTO pay for this time off and such trade cannot result in overtime or other premium payments.

**14.9 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.

**14.10 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 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 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.

**14.11 PTO Benefit Year** – The paid leave benefit year will commence January 1<sup>st</sup> of each year and end December 31<sup>st</sup> of each year. There shall be no minimum number of PTO days which a nurse must take each benefit year.

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

**14.13 Cash Out of PTO on Termination** – Upon termination of employment, a nurse shall be paid for all unused accrued PTO at the nurse's straight-time rate of pay, including premium pay when applicable.

**14.14 Workers' Compensation** – PTO may also be used in addition to receiving workers' compensation benefits, up to a combined total of PTO and workers' compensation benefits that does not exceed 100% of the nurse's base pay.

**14.15 Effect of PTO** – Once PTO is correctly paid to a nurse, it will not be transferred back to the nurse's PTO accrual balance. In the event that PTO is paid out due to an error on the part of the Medical Center and/or any parties the Medical Center partners with for the purpose of paid leave benefits, the nurse may either accept the PTO pay out or return the PTO pay to the Medical Center within 30 days, and the Medical Center will in turn return it to the nurse's PTO accrual balance. In the event that a nurse's PTO balance is reduced in error without any PTO payout, the nurse will report it to their manager and to HR, the Medical Center will immediately investigate, and the balance will be restored within 30 days of the Medical Center confirming the error.

**14.16 Bereavement Leave** – The Medical Center will provide up to three (3) days' paid leave to a nurse for time lost from scheduled days of work for purposes related to the death of a member of the immediate family (provided that the leave is taken within a reasonable time of the family member's death). If a nurse qualifies to take bereavement leave under the Oregon Family Leave Act (OFLA), then such leave will be granted. Immediate family is defined as a spouse, sister, brother, daughter, son, stepchild, mother, father, grandparent, grandchild, mother-in-law,



father-in-law, spouse of the nurse's child, or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships. Bereavement leave will also be available in situations where a legal guardianship exists.

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

**14.18 Short-Term Disability and Paid Parental Leave** – The Medical Center will provide a short-term disability and paid parental leave benefit. Nurse eligibility for these benefits will be determined by the applicable Short-Term Disability and Paid Parental Leave policies.

## **ARTICLE 15 – HOURS OF WORK AND SCHEDULING**

**15.1 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) 12 hours worked to be completed in a 12.50-hour consecutive period. Any standard workday will contain a 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.

**15.2 Standard Workweek** – A standard workweek shall be 40 hours for full- time Registered Nurses, or 36 hours for full-time Registered Nurses regularly scheduled to work a 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.

**15.3 Limitation** – Nothing in this Article shall be construed as guaranteeing the number of hours in the workday or the number of days in the workweek, or that any nurse shall receive any specified hours of work per day or any specified days of work per week.

**15.4 Shift Length** – No nurses will be required to move from an eight (8)-hour shift to a 12-hour shift or a 12-hour shift to an eight (8)-hour shift, for the first 90 days following ratification of this agreement. If the Medical Center thereafter determines that eight (8)-hour shifts or 12-hour shifts are no longer workable in a particular unit, the Medical Center will give notice of no less than 90 days that the unit will move to eight (8)-hour shifts or 12-hour shifts, and no nurse will be required to move to eight (8)-hour shifts or 12-hour shifts prior to the expiration of the 90-day period. The Medical Center will offer nurses on the unit an equivalent position, working eight (8)-hour shifts or 12-hour shifts. If the nurse does not accept such an offered position, the nurse may remain in the position continuing to work eight (8)-hour shifts or 12-hour shifts, for a period of up to 90 days; hereafter, the nurse's eight (8)-hour or 12-hour position will be eliminated and, unless the nurse has found an alternative position within the Medical Center, the nurse's employment with the Medical Center will end. Any PTO request already approved will be honored. Nurses working an eight (8)-hour day shift position will not be required to take a 12-hour night shift position, and nurses working an eight (8)-hour night shift position will not be required to take a 12-hour day shift position; however, the Medical Center may offer nurses working an eight (8)-hour evening shift position either a 12-hour day or night shift position based on departmental need, in accordance with the remainder of this Section. Evening shift nurses may declare their shift preference within 30 days of any announcement of a change to a 12-hour shift schedule on their unit. Any nurse who does not receive their declared, preferred shift will receive a first opportunity to fill a vacant position on the nurse's declared, preferred shift for which they are qualified. In the event that two (2) or more previously displaced nurses with such first opportunity rights both want the same position, the nurse with greater seniority will be given the position and any nurse with less seniority will retain first opportunity rights for future vacant

positions on their preferred shift. A nurse who does not declare a shift preference will not receive such first opportunity rights.

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

**15.5 Schedules** – Schedules of work shall be prepared for 28-day periods and shall be electronically posted 27-days prior to the beginning of the schedule period.

**15.6 Scheduling Patterns and Preferences** – On each unit, nurse management shall work with one (1) bargaining unit nurse on the unit to build schedule patterns in order to preserve transparency and collaboration between the Medical Center and the Association on scheduling practices. The bargaining unit nurse will collaborate with the nurse manager so that an appropriate amount of paid time will be allocated to create a unit schedule. The nurse manager will approve final schedule patterns. Upon request, a copy of the originally posted schedule will be provided. It is the responsibility of each individual Registered Nurse to inform the Medical Center of their availability, and preferences with respect to work schedules.

**15.7 Open Scheduling Period** – Open shifts are posted 15 days immediately prior to the schedule's electronic posting deadline (day of posting is included in calculating the 15 days).

**15.8 Changes to Posted Schedule** – There shall be no deviation from the initially electronically posted schedule of work unless a Registered Nurse finds a replacement acceptable to the Medical Center, although the Medical Center will make efforts, where possible, to accommodate late requested schedule changes. A replacement will not be acceptable to the Medical Center if they are not qualified to perform the work in question, or if a particular replacement would require the payment by the Medical Center of overtime or other premium compensation. No nurse shall utilize replacements on a frequent or regular basis as a means of unilaterally changing a weekly work schedule. For any trades to the posted schedule, the nurse will submit the trade request electronically for review by the manager or designee,

ensuring appropriate skill mix is maintained if the trade is approved. For trades that are within 48-hours of the shift, the nurse(s) will notify the manager or designee to review the request.

**15.9 Weekend Scheduling** – For scheduling purposes, Saturday and Sunday are considered the weekend for day shift, whereas Friday and Saturday are considered the weekend for night shift. Generally, nurses who work on units that are open on the weekends will be scheduled every other or every third weekend in order to provide weekend staffing coverage. The Medical Center may, with the agreement of the nurse, schedule a nurse to work consecutive weekends. However, the Medical Center will not schedule a nurse to work consecutive weekends unless the nurse agrees to such a schedule. Regular Full time and Part time nurses will be scheduled prior to Per diem nurses. Per diem nurses will not be given preferential treatment in scheduling.

**15.10 Variable Positions Scheduling** – A variable nurse position does not have a specific shift designation; variable nurses are generally scheduled for any given shift start time on their unit. Nurses hired to variable positions shall be scheduled in a manner that ensures a 10-hour rest break between shifts. Reasonable attempts will be made to give variable nurses their shift preference. Seniority shall be the deciding factor in the event that two (2) variable nurses want to work the same schedule designation and there are core staffing needs that need to be met.

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

A. The four (4) shifts will include any open shifts prior to schedule being posted via the electronic scheduling tool excluding partial shifts. These shifts do not include overtime, extra incentive, or double-time, or shifts picked up during an opted-out schedule.

B. Be available to work one weekend shift per four (4)-week scheduling period, or one evening, or night shift per four (4)-week scheduling period, unless hired to a specific shift. (Note: Non-24-hour Departments that are routinely closed weekends are exempt.) Per diem nurses who work in Surgical Services shall make themselves available for one (1) call shifts per scheduling period; this one (1) shift counts toward the four (4) shift obligation.

C. Be available to work on one holiday that is posted as open in a calendar year. The holiday will rotate between spring/summer (Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day) and fall/winter holidays (Thanksgiving Day, Christmas Day, or New Year's Day).

D. Process – The Medical Center will use the following process to schedule Per diem nurses:

1. Based on FTE 0.6 to 1.0 nurses' schedules, the Medical Center will identify gaps and post open shifts in the schedule by the posting deadline for the Open Scheduling Period, which may include pending paid time off requests or approved time off.
2. Each Per diem nurse will submit their availability during the first five (5) days of the Open Scheduling Period based on the open shifts that are posted.
3. If a manager/designee is unable to identify a list of gaps or open shifts in the schedule, each Per diem nurse will still communicate four (4) shift availability days to their manager prior to unit schedule posting.
4. The Medical Center will assign shifts to Per diem nurses beginning with the first nurse who submitted their availability and proceeding in order of the date and time that the nurse submitted their availability.
5. A Per diem nurse may request to completely opt out of one (1) schedule period each calendar year, provided the nurse notifies the Medical Center at least one (1) entire schedule period in advance of the preparation of the work schedule. A Per diem nurse may not opt out of the same schedule time frame two (2) years in a row. The Medical Center will make reasonable efforts to accommodate such requests, subject to patient care needs.
6. Absent an agreement with the nurse manager, failure to submit the required minimum availability for three (3) consecutive schedules, will result in voluntary resignation of the Per diem nurse's employment.

7. Per diem nurses who have submitted appropriate availability for a scheduling period may assume responsibility for other available shifts of an FTE 0.6 to 1.0 nurse provided that such assumption does not (a) in the judgment of the Medical Center compromise the skill mix of a shift, or (b) create an overtime or incentive shift.

8. The foregoing notwithstanding Per diem Resource Nurses may have reduced requirements for availability.

E. Standby Requirements – In those units with required call coverage, Per diem nurses will provide availability for one call shift per four (4)-week scheduling period and follow procedures and processes determined by the department's scheduling practices.

F. Per diem nurses will be compensated as outlined in Article 8 – Wages. To be eligible for step progression, a Per diem nurse will work a minimum of 600 compensated hours during the preceding year. In the case where a nurse has not worked 600 hours, advancement to the next wage step shall be delayed until completion of 600 hours of work. Computation of 600 hours in the following years shall commence upon completion of the prior 600-hour requirement.

G. Per diem nurses who have met their four (4)-shift scheduling requirement, who pick up shifts after the schedule is posted and have at least 24 hours of work scheduled for the same week, will receive extra shift incentive for additional shifts worked during that week.

H. Per diem nurses are eligible for extra shift incentive and double time for an emergent shift picked within two (2) calendar days (or two (2) business days for surgical services), but only so long as they comply with the availability requirements as stated in this Article.

I. Per diem nurses do not have to work the four (4) shifts they have picked up to meet the availability requirement in order to be eligible for extra shift incentive for shifts.

J. If a per diem nurse demonstrates a pattern of calling out or trading away shifts they have picked up and then picking up extra incentive shifts (less than two (2) calendar days or two (2) business days for Surgical Services until start time until start time), a discussion between the nurse and their core leader regarding the Attendance Policy will occur.

**15.12 Call Schedules for Surgical Services** – Call schedules in Surgical Services will continue to be prepared and available via electronic scheduling in the respective units. Nurses may request time off via electronic scheduling, to not be placed on call prior to the PTO request deadline. No nurse shall be scheduled for more than 84 hours of call in a four (4)-week schedule prior to the schedule posting date. Normal scheduling will include regularly scheduled shifts and call shifts. Call schedules will be made with an effort to schedule a day off after a weekday night call shift. Once posted, the open call shifts are posted as extra shift incentive call shifts and available to nurses who take call on a first come, first serve basis. Call shifts that remain unfilled at the time of the schedule posting date are considered extra shifts and paid the extra shift incentive for the duration of the call shift, whether worked or not.

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

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

**15.13 Extra Work Procedures** – The procedure for granting additional hours of work will occur in the following sequence:

A. Before the schedule is posted (Open Scheduling Period):

1. All Full- and Part-time RNs will first be scheduled for the number of hours respective of their FTE in their schedule pattern.
2. The vacant or extra shifts, including call shifts for Surgical Services, will be posted electronically and be made visible to all eligible nurses at least 15 days prior to the final posting deadline (day of posting is included in calculating the 15 days). Vacant shifts will remain open for at least five (5) days before any shift is granted.
3. Part-time and Full-time RNs who want to work any of the vacant shifts must electronically submit a request to the scheduler.
4. Additional shifts will be granted as requested according to the following order of priority:
  - a. Qualified Part-time nurses will be granted extra shifts on their days off up to a total of 40 hours per week (or up to a total of 36 hours per week for a nurse regularly scheduled to work 12-hour shifts) (including regular scheduled hours). If there are two (2) Part-time nurses requesting an open shift, the earlier request will be granted.
  - b. Qualified Per diem nurses will be scheduled time up to 40 hours per week (or up to a total of 36 hours per week for a nurse regularly scheduled to work 12-hour shifts). If there are two (2) Per diem nurses requesting an open shift, the earlier request will be granted.
  - c. Qualified Full-time and Part-time nurses will be granted extra shifts (on their days off) beyond a total of 40 hours per week (or beyond a total of 36 hours per week for a nurse regularly scheduled to work 12-



hour shifts). If there are two (2) nurses requesting an open shift, the earlier request will be granted.

5. Extra shifts awarded prior to the posting of the initial schedule shall not be eligible for extra shift premium.

B. After the Schedule is Electronically Posted:

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

2. Any nurse who wants to work any of the vacant shifts must electronically submit a request in the electronic schedule for the specific shifts. Requests may be submitted starting at 1200 on the day following the posting deadline. These requests will be approved or denied no later than one (1) week prior to the day with the vacant shift.

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

a. Qualified Part-time nurses will be granted extra shifts on their days off up to a total of 40 hours per week (or up to a total of 36 hours per week for a nurse regularly scheduled to work 12-hour shifts) (including regular scheduled hours that have not been canceled). If there are two (2) Part-time nurses requesting an open shift, the earlier request will be granted.

b. Qualified Per diem nurses will be granted shifts. If there are two (2) Per diem nurses requesting an open shift, the earlier request will be granted.

c. Qualified Full-time and Part-time nurses will be granted extra shifts (on their days off) beyond a total of 40 hours per week (or beyond a total of 36 hours per week for a nurse regularly scheduled to work 12-

hour shifts). If there are two (2) nurses requesting an open shift, the earlier request will be granted.

d. Qualified Full-time and Part-time nurses will be granted double shifts that result in double time.

e. Agency Per diems, Travelers, and 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 two (2) calendar days, two (2) business days for Surgical Services, of shift start, starting at 0001:

1. These shifts are considered emergent and qualify for double pay and extra shift premium. Shifts that were posted between the open scheduling period posting deadline and two (2) calendar days before shift start that have remained vacant become emergent shifts once they are within two (2) calendar days from shift start. Management may cancel or eliminate the need for the emergent shift 90 minutes or more before the start of the shift and the Medical Center will not be liable to the nurses for any payment. Nurses may sign up for shift availability through the staffing office or per department protocol. Full shifts are granted in a first come, first serve basis.

2. Surgical Services Emergent Shift Workflow - Surgical services does not utilize the Staffing Office. Emergent shifts will be posted in the electronic scheduler. The Medical Center may seek to fill emergent shifts by sending a text from the department cell phones (OR, PACU, SSU) to the unit(s) nurses to alert them of an emergent shift posted in the electronic scheduler. Full shifts will be

granted on a first come, first serve basis, based on skills needed (either in the electronic scheduler or text response to confirm).

- a. Emergent Open Shift two (2) business days prior to shift start: To avoid unfair practices, the Charge Nurse posting the open shift will wait 24-hours after posting before picking up the emergent shift.
- b. Emergent Open Shift one (1) business day prior to shift start: To avoid unfair practices, the Charge Nurse posting the open shift will wait a minimum of two (2) hours or until the last 30-minutes of the scheduled shift prior to picking up the emergent shift.
- c. Open shifts posted more than two (2) business days in advance of the shift start will follow the steps outlined in sections A and B of this article.

**15.14 Holiday Scheduling** – The Medical Center will make good faith attempts to rotate holiday assignments, taking into consideration skill mix and unit and patient care needs. 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.

**15.15 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.

**15.16 Maximum Schedule for Twelve (12)-Hour Shifts** – Nurses on 12-hour shifts may not be scheduled to work more than four (4) consecutive days on shifts of 12-hours or longer without their consent. No nurse may work longer than 18 consecutive hours.

## ARTICLE 16 – STAFFING

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

A. The parties acknowledge that Oregon’s Hospital Staffing Law (ORS Chapter 441) applies to the Medical Center. The Medical Center will comply with the requirements of the Oregon Hospital Staffing Law including, where applicable, nurse-to-patient ratio requirements of ORS Chapter 441 and establishment of a Nurse Staffing Committee. Changes to a unit’s ratio may be made with the majority vote of the Nurse Staffing Committee insofar as the change complies with Oregon’s Hospital Staffing Law.

B. Unit-level nurse staffing plans shall be developed at the unit level, through nurse and management partnership, such as through a Unit-Based Council/Committee, and then presented to the Nurse Staffing Committee for review and appropriate action in accordance with the Oregon Hospital Staffing Law. Each unit-level nurse staffing plan in the Medical Center shall consider the factors required by the Oregon Hospital Staffing Law.

1. The Medical Center recognizes that patient acuity and patient care intensity can impact balanced unit patient assignments. Accordingly, the Medical Center will support Unit-Based Councils/Committees developing, in partnership with Nursing Leadership, a patient acuity and intensity tool to be used to create balanced patient assignments.

C. A Charge Nurse may:

1. Take patient assignments, including patient assignments taken for the purpose of covering nursing staff who are on meal breaks or rest breaks, in units with ten (10) or fewer beds; or

2. Take patient assignments, including patient assignments taken for the purpose of covering nursing staff who are on meal breaks or rest breaks, in units with 11 or more beds with the approval of the hospital nurse staffing committee.

D. Nurses with concerns regarding staffing are encouraged to raise those concerns without fear of retaliation.

**16.2 Rest and Meal Periods** – The Medical Center is responsible for providing rest and meal periods to Registered Nurses (including lactation accommodations) consistent with applicable state law; it is the Registered Nurse's responsibility to take them when offered.

A. **Rest and Meal Coverage.** The Medical Center will determine appropriate rest and meal period coverage, which may include, but is not limited to, specific break relief assignments for Registered Nurses and scheduling of rest and meal periods for Registered Nurses. Fifteen (15)-minute paid rest periods and 30-minute unpaid meal periods shall be taken during the shift timeframes in accordance with BOLI requirements or as developed and agreed upon through nurse and management partnership at the unit level.

B. Meal and rest periods may be combined, provided that Nursing Leadership determines it is consistent with patient care and operational needs, and the Registered Nurse agrees to combining their meal and rest period(s).

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

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

E. A Registered Nurse providing rest and meal coverage must have the necessary competencies to provide care during the rest or meal period and is responsible for assuming care for a nurse's patient assignment so that nurse can take uninterrupted rest periods and meal periods.

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

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

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

**16.4 Nurse Staffing Committee** – The Medical Center shall maintain the structure, duties, and role of the Nurse Staffing Committee consistent with the Oregon Hospital Staffing Law. The parties recognize that the Nurse Staffing Committee is the decision-making body for the Medical Center for matters of nurse staffing at the Medical Center.

A. The Nurse Staffing Committee shall have two (2) cochairs. One cochair shall be hospital nurse management elected by members of the committee who are hospital nurse management, and one cochair shall be a direct care Registered Nurse elected by members of the committee who are direct care Registered Nurses.

B. Direct care Registered Nurse members of the Nurse Staffing Committee and any direct care alternates are selected by the Association.

C. Each patient care unit at the Medical Center shall have a direct care registered nurse representative who serves on the Nurse Staffing Committee and is considered a voting member on the committee.

D. The direct care members of the Nurse Staffing Committee will be paid for the time spent during meetings. Alternates will be paid for attendance at meetings if a nurse representative is unable to attend or where the alternate's attendance was requested by the Medical Center in addition to the primary nurse representative.

E. The Medical Center will release direct care members (either the primary or alternate) of the Nurse Staffing Committee from the member's assignment, and provide the member with paid time, to attend committee meetings.

F. The Nurse Staffing Committee will meet at least once every four (4) months to approve nurse staffing plans, review nurse staffing plan deviations, and discuss nurse staffing issues related to ORS Chapter 441, including current vacant nursing positions and hiring since the previous meeting.

G. Decisions made by the Nurse Staffing Committee, including the approval of unit-level nurse staffing plans, shall be made by a vote of the majority of the voting members of the committee. If a quorum of members present at the meeting comprises an unequal number of hospital nurse managers and direct care registered nurses, only an equal number of hospital nurse management and direct care registered nurses may vote.

**16.5 Nurse Staffing Plan and Dispute Resolution** – Each unit-level nurse staffing plan will be provided to the Nursing Staffing Committee for appropriate consideration, consistent with the Oregon Hospital Staffing law.

A. If a dispute about a staffing plan at Nurse Staffing Committee is at impasse, and the plan is subject to minimum statutory nurse-to-patient ratios under Oregon Hospital Staffing Law, then the Medical Center will at a minimum comply with statutory minimum nurse-to-patient ratios while the staffing plan(s) is resolved in the Nurse Staffing Committee. For units with no statutory nurse-to-patient ratio, the parties recognize that

resolution of nurse staffing plan disputes will follow the arbitration process as defined in ORS Chapter 441.

**16.6 Nurse Staffing Plan Concern/Deviation** – If a Registered Nurse has a staffing concern or recognizes a staffing plan deviation, they should immediately escalate the concern/deviation to their Charge Nurse, nurse manager or designee, house supervisor to review the matter and start the resolution process. If unresolved, the Registered Nurse completes the staffing concern form and submits to the nurse manager or designee. The nurse manager (or designee) will complete an investigation. Deviations will be reported to the Nurse Staffing Committee as required by applicable law. If a nurse staffing plan deviation goes unresolved, the Registered Nurse may utilize the complaint procedure under the Oregon Hospital Staffing Law.

A. No nurse shall be disciplined or face reprisal for good faith reporting of a nurse staffing plan deviation.

## **ARTICLE 17 – SENIORITY**

**17.1 Seniority Definition** – Seniority shall mean length of continuous employment by the Medical Center, as follows:

A. Seniority date is the date on which the Registered Nurse was hired to the Medical Center as a Registered Nurse.

B. Seniority shall end upon the termination of employment, except for a nurse who resigns their position in the bargaining unit and is rehired within 12-months of their resignation date.

**17.2 Seniority Lists** – The Medical Center will maintain and make available to nurses and the Association a seniority list covering all nurses and will update this list no less often than biannually.



### **17.3 Vacancies**

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

B. The Medical Center may fill vacancies temporarily for up to 90 days (or longer to cover a protected leave, e.g. maternity leave), after which the Medical Center will not fill the vacancy temporarily, except in emergency situations, unless it posts a notice of vacancy. The period of temporary filling of a vacancy shall not be considered in determining qualifications for such vacancy if it becomes a permanent vacancy.

C. Except for temporary vacancies, a position will be posted for units for each posted traveler position within a unit where guaranteed agency nurses or travelers are being used to perform bargaining unit work.

D. Upon notice of a leave of absence, the Medical Center will demonstrate its commitment to adequate staffing by posting any resulting shift vacancies necessary to maintain adequate staffing prior to each scheduling period or during the current scheduling period, insofar that the unfilled vacancy would result in violations to the staffing plan. If the period between notice and the next schedule posting is less than 72 hours, then the Medical Center shall comply with the above within five (5) calendar days of the notice.

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

1. The change is for one (1) day per week or less.
2. Any decreased scheduled time must first be filled, if the Medical Center determines it to be necessary.
3. In filling scheduled time as a result of an increase or decrease, the Medical Center may, as an alternative post the vacancy in the involved unit. Only nurses on the involved unit will be eligible for such scheduled time. If more than one (1) eligible nurse applies for such time, the most senior applicant will receive it, unless this would result in scheduled overtime for the nurse.
4. A 0.6 FTE or 0.8 FTE nurse may increase the number of the nurse's scheduled days to full-time status on the same job, shift and unit, by applying in writing to the Human Resources Director for reclassification to full-time status, in the following circumstances: (a) for a 0.8 FTE, if the nurse has worked three (3) extra shifts in the same job, shift and unit, in each of the three (3) consecutive schedule periods immediately preceding the schedule period in which the application is made; or (b) for a 0.6 FTE, if the nurse has worked six (6) extra shifts in the same job, shift and unit, in each of the three (3) consecutive schedule periods immediately preceding the schedule period in which the application is made. In either of these circumstances, the reclassification to full-time status will occur in the following posted schedule period, and the increased shifts will not be subject to posting as a vacancy.
5. The Medical Center may initiate the reclassification of a 0.6 or 0.8 FTE nurse to full-time FTE status when the following circumstances apply:
  - a. For a 0.8 FTE, if the nurse has worked three (3) extra shifts in the same job, shift and unit, in each of the six (6) consecutive schedule

periods immediately preceding the schedule period in which the reclassification is made; or

b. For a 0.6 FTE, if the nurse has worked six (6) extra shifts in the same job, shift and unit, in each of the six (6) consecutive schedule periods immediately preceding the schedule period in which the reclassification is made.

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

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

## **ARTICLE 18 – LOW CENSUS AND FLOATING**

**18.1 Low Census** – When there is low census and a nurse is subject to mandatory day off (MDO) or voluntary day off (VDO), one of the following three (3) categories will apply:

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

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

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

1. With Standby/On call. The nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate. If the nurse is called in during the standby portion of the shift, the nurse shall receive call back pay for all hours worked as a result of being called in.

2. Without Standby/On call. The nurse will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate but will not be placed on standby for the other portion of the shift.

D. Each department will continue to maintain a low census book.

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

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

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

H. Low census/standby rotation time is based on the nurse's prescheduled department.

I. A nurse who is taken off the schedule for the purposes of contract negotiations may count that shift as a voluntary low census day.

J. The parties may discuss alternative methods for low census at the task force, and, if the parties reach agreement on an alternative method, will implement such method in place of the method described in this Article.

**18.2 Low Census Cap** - No Part-Time or Full-Time Nurse will be asked to take mandatory low census beyond a cap of 12 hours per pay period, and not to exceed 180 hours in a calendar year. For nurses to be eligible for the low census cap, they must be considered mandatory helping hands and subject to floating, with no opt out or waivers. It is the responsibility of the nurse to inform the nurse's manager or designee that the cap on low census has been reached in the pay period. If all nurses scheduled for the shift have reached the pay period or annual cap, and no alternate assignment is available, the Medical Center may select the nurse with the least recent low census date to be given the mandatory low census, with pay. The identified nurse will be paid at their straight time rate, plus all applicable differentials, for the scheduled hours not worked beyond the cap for the canceled shift.

**18.3 Call-Off Order** – If a unit is overstaffed, the nurses on that unit may be subject to shift alteration as described in this Article. Call-off order is used to determine which nurses will be placed on VDO or MDO, on-call/standby, partial shift, utilized as helping hands, and/or floated to another unit, or stay home. This applies to all units at the Medical Center.

A. The unit Charge Nurse determines how many nursing staff members are needed to work on the next shift in their unit based on the unit-level nurse staffing plan. The Charge Nurse then determines who will be placed on low census/on call using the following sequence (call-off order):

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 given the low census, based on the determination of the standby needs for the department; after helping hands and/or floating needs of the Medical Center are fulfilled, volunteers for low census will be considered. 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 (2) or more volunteers for low census.
7. Guaranteed Agency Nurses, Including Travelers – Travelers who have already been called off to the maximum of their contract can work on their assigned unit in addition to the home staff determined by call off order and census; a traveler cannot displace home unit staff.
8. Per Diem nurses.
9. Part-time nurses who are working above their FTE.

10. Part-time and Full-time nurses (including core Charge Nurses) on the posted schedule with the least recent low census/standby/or accumulated hours totaling a full shift (including credit for mandatory floating).

a. Of these nurses, if any Part-time or Full-time nurse has met their mandatory low census cap for the pay period or their annual cap, those nurses shall work and the nurse with the next least recent low census date who has not met their low census cap or is non-mandatory shall be placed on low census/on call. If all the eligible nurses on the shift have met their low census cap and there is no alternate assignment available, the low census cap rules control.

**18.4 Helping Hands** – Helping hands means: supporting a unit other than the Registered Nurse's home unit by performing general nursing tasks for which all Registered Nurse are qualified (e.g. vital signs, toileting, answering call lights, etc.). A Registered Nurse in helping hands helps out but does not take a nursing assignment. A helping hands nurse who has concerns about being capable to perform a helping hands nursing task should escalate the concerns to the Charge Nurse. Registered Nurses subject to shift cancellation may be assigned available work in a helping hands capacity elsewhere in the Medical Center for the duration of the shift as follows:

A. The Medical Center may require a Registered Nurse to work in a helping hands capacity on another unit. The Medical Center shall not require a Registered Nurse to work as helping hands if the Registered Nurse is in the first six (6) months of nursing residency or fellowship following orientation; however, that Registered Nurse may volunteer to work as helping hands with Manager or designee approval.

B. A registered nurse who is considered mandatory helping hands will receive 100% of the hours in which the nurse was working as helping hands as credit toward their Low Census.

C. Nurses who are considered non-mandatory helping hands as of the ratification of this agreement will not be required to work in a helping hands capacity.

D. At any time, a non-mandatory nurse can indicate in writing that they are willing to opt-in to mandatory helping hands. If a nurse chooses to opt-in, they may not request to opt-out or return to being non-mandatory until they have reached six (6) years of continuous employment with the Medical Center from the date of opting in to mandatory helping hands. A nurse who has more than six (6) years of continuous employment from date of hire as a nurse with the Medical Center may request to be exempt from working as helping hands and be considered non-mandatory;

1. Approval to be non-mandatory based on these criteria shall be granted by consensus at Nursing Task Force. Such requests will be considered in good faith by the Medical Center subject to patient care needs.

E. In sensitive situations, a nurse may request a waiver to being considered mandatory helping hands through the ADA accommodation process and will not be required to work in a helping hands capacity while the request is being processed.

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

G. Notwithstanding the above provisions, the Medical Center will endeavor to minimize working in a helping hands capacity when reasonably feasible. When the Medical Center determines that working in a helping hands capacity is needed:

1. Nurses will receive orientation to the unit, including the layout of the unit, codes and passwords, and location of supplies. Nurses will be trained and current on PMAB as required by their home unit.
2. Nurses will work as helping hands according to call off order.
3. The Medical Center will make reasonable efforts not to regularly require a nurse to work as helping hands on more than one unit per shift.

## **18.5 Helping Hands Determination**



A. Considerations – The unit's needs will be considered before sending a nurse to do helping hands, including whether the home unit requires a nurse with specialty training (e.g., a Charge Nurse, preceptor who has been previously assigned to a nursing student or new hire, resuscitation nurse, or other specialty nurse).

B. Helping Hands Staffing Determination. If a Helping Hands nurse is needed in another unit, the Charge Nurse making the staffing determination for their unit follows this decision algorithm:

1. Before shift starts:

a. If at first determination, according to call off order, there is a mandatory helping hands nurse in the group of all the nurses across units subject to mandatory day off (MDO), the mandatory helping hands nurse with the most recent low census date is to work as helping hands. If that nurse has already worked as helping hands that calendar week, the Charge Nurse will go to the next nurse with the most recent low census date until a nurse is selected.

b. If none of the nurses being put on standby/low census are mandatory helping hands, or all of the nurses under consideration for MDO have already worked as helping hands that calendar week, then the mandatory helping hands nurse with most recent low census date from all nurses across units scheduled for the shift will work as helping hands in the unit in need. The Charge Nurse then reapplies the call off order for the unit needs.

c. Volunteers for low census (VDO) will not be considered until after helping hands needs of the Medical Center have been met by applying the call off order per stay home dates.

2. After shift starts:

a. If the Charge Nurse determines the unit is over-staffed and needs to send a nurse home, the Charge Nurse will ask for volunteers to go as helping hands to another unit (if another unit is in need). If there are no volunteers, then the Charge Nurse will send the next mandatory helping hands nurse to be on standby/low census per low census dates. If that nurse has already worked as helping hands that calendar week, the Charge Nurse will go to the next nurse with the most recent low census date until a nurse is selected.

b. If the Charge Nurse is not flexing down, the Charge Nurse calls in the helping hands nurse in this order:

1) Mandatory helping hands nurse with most recent low census date.

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

3) Per Diem Nurse.

3. Additional information for determining helping hands:

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

b. No residency or fellowship nurse may be utilized as helping hands on another unit during the first six (6) months of their residency/fellowship, unless they volunteer and with Manager/designee approval.

c. If a mandatory helping hands nurse has signed up for an extra shift, that nurse has the option to decline working as helping hands on another unit. If the nurse declines, they can work on their own unit and the mandatory helping hands nurse with the most recent low census date can work as helping hands in another unit. When a unit needs a helping hands nurse and there are multiple units with nurses available, consideration for skill mix and prevention of divert for any unit will be used in the selection of the nurse who will work as helping hands.

**18.6 Floating** – In the event that there are excess nurses scheduled on a unit and another unit is short-staffed or in need of extra staff, a nurse may be floated to another unit to take care of patients within their specialty and competency (e.g. Med/Surg RN caring for Med/Surg patient(s) in the ED). The following are the requirements for floating and determination process for which nurse(s) floats:

A. Competency/Qualifications - Registered Nurses shall receive patient assignments commensurate with their skills and competencies. A Registered Nurse will not be required to float to a patient assignment that requires specialty competence for which they are not qualified. If a Registered Nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform the Registered Nurse should immediately escalate up the chain of command, beginning with the Charge Nurse, who will assign the nurse a different task or procedure consistent with the Registered Nurse's skills and competencies.

B. Float Nurse Assignments - Registered Nurse shall be floated to care for patients for which they have been competency validated and oriented. For purposes of this section, "oriented" means that the Registered Nurse has received basic information needed to work where the patients are located, such as unit layout, location of supplies, unit resources and essential work protocols. Orientation will occur before the Registered Nurse assumes patient care duties. All Registered Nurses who are floated will be supported by a Registered Nurse and/or Charge Nurse from the unit's primary nursing staff for clinical guidance.

C. Floating Requirements - Registered Nurses will not be required to float more than once per shift. Registered Nurses will be floated on a rotational basis, unless the Charge Nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation.

D. Floating Waiver - In sensitive situations, a Registered Nurse may request a waiver through the ADA accommodation process to not be required to work in their specialty on a different unit, and they will not be required to work in their specialty on a different unit while the request is being processed.

E. Floating Determination - If needed, each unit, through their unit-based council, will develop its own written process for determining how to float Registered Nurse from their unit to care for patients in their specialty who are located on another unit. If there are cross-trained Registered Nurse on a unit, they will be considered first when determining who will float.

**18.7 Cross-Trained Nurses** – A cross-trained nurse is a Registered Nurse who is fully trained and competent to work in a different unit than their home unit. A Registered Nurse is considered to be cross-trained when they have completed the competency validation and orientation requirements of the specialty unit.

A. Upon cross-training competency validation completion, the cross-trained nurse will receive a one-time bonus of \$750, payable within two (2) pay periods following completion. To participate in this cross-training program, the nurse must have approval of each unit manager. To remain in the program, each cross-trained nurse will be expected to renew their required cross-training competencies each year. Upon renewing their competencies, the cross-trained nurse will receive a bonus of \$250, payable within two pay periods following completion.

B. Any cross-trained nurse who performs a minimum of 120 hours of work in their cross-trained unit in a six-month period running from either July 1 through December 31, or from January 1 through June 30, will receive a bonus of \$750, payable within two (2) pay periods following the end of the period.

C. Based on their skills, a cross-trained nurse may be floated outside of the process described in this Article. Cross-trained nurses who are on call to their home unit can be called and asked if they are willing to work in their cross-trained unit outside of the call off-order and on days they are not scheduled (after calls have been made to home unit nurses).

D. If they are scheduled to work, with their consent, cross-trained nurses may be given assignments in the unit for which they are cross-trained.

## **ARTICLE 19 – REDUCTION IN FORCE**

**19.1 Definition** – 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, because of a position elimination or long-term reduction in hours, unit closure or merger, or Medical Center projections that the staff reduction in a unit and shift will continue for an extended period.

A. For purposes of this article, a nurse is “qualified” if the nurse currently works on or is oriented to the nursing unit where the positions exist, or is determined to be able to meet the posted positions requirements, with an orientation not to exceed six (6) consecutive weeks.

**19.2 Notification of Intent** – If the Medical Center determines that a reduction in force is necessary, a minimum of 45-day notice will be given to the Association detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Medical Center will provide the Association with a list of open Registered Nurse positions at the Medical Center and, at the request of the Association, at any other Providence facilities within Oregon. An “open position” is any position for which the facility is still accepting applications.

A. Upon notice to the Association, representatives of the Medical Center and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary layoffs (including requests for voluntary layoff), reduction of the scheduling of intermittently employed nurses,

conversion from regular nurse status to an intermittently employed nurse and FTE reductions (Full-time nurses going to part-time status). The Medical Center will consider the options suggested by the Association but will not be required to implement the suggested options.

B. If after meeting with the Association, the Medical Center determines that a reduction in force is still needed the nurse or nurses on the unit or units to be impacted will be given a minimum of 30-day notice.

**19.3 Position Impact** – If there are any posted Registered Nurse positions within the Medical Center at the time of a reduction in force, the Medical Center will wait to fill such positions with an external applicant until it has become clear which nurses will be impacted by the reduction in force (either laid off or displaced into another position), and those nurses have had an opportunity to apply for those positions. The Medical Center may immediately post and fill nursing positions if either (1) it is apparent that the nurses likely to be impacted by the reduction in force are not qualified for the open position or (2) the Medical Center has an urgent need to fill the position for patient care reasons. The Medical Center will inform other employers within Providence-Oregon of the existence of the reduction in force, and request that they consider hiring the impacted nurses, if any, for any open positions.

**19.4 Layoff Process** – Upon notification to the impacted nurse or nurses on the unit or units the Medical Center will displace the nurses in the following manner:

A. Where more than one (1) nurse is to be impacted in a unit or units, the impacted nurses will progress through each step of the process as a group so that the nurse or nurses with the most seniority will have the first choice of displacement options and progress in a manner so that the nurse or nurses with the least seniority will have the least options.

B. The nurse or the nurses with the least seniority as defined in Article 17 – Seniority among the nurses in the shift or shifts of the patient care unit or units where such action occurs, will be displaced from their position provided that the nurse or nurses who remain are qualified to perform the work. The displaced nurse or nurses whose position is taken away will become the displaced nurse or nurses for the purposes of the following subsections and will then have the following options:

1. Any initially displaced nurse may choose to fill a vacant position in the bargaining unit if they are qualified for that position.
2. Any initially displaced nurse may, within seven (7) calendar days of their notification of the layoff, choose to accept layoff with severance pay in lieu of further layoff rights or options. Such severance pay will be based on the severance policy applicable to non-represented employees then in effect, except that the nurse will receive severance payments equal to 75% of the severance wages available to non-represented employees with the same number of years of service as the nurse. In order to receive severance payments, the nurse will be required to sign the Medical Center's standard severance agreement that includes a release of all claims (including the right to file any grievance relating to the nurse's selection for layoff). Any nurse who chooses severance (including a nurse who chooses severance and then refuses to sign the severance agreement) forfeits any further rights under this Article. Severance is not available to nurses who become displaced due to the application of the "bumping rights" described below.
3. If they do not accept severance, the displaced nurse or nurses will take the position of the least senior regular nurse in their same patient care unit or units, regardless of shift, provided they are qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or
4. The displaced nurse or nurses will take the position of the least senior regular nurse or nurses in the bargaining unit, provided they are qualified to perform the work of the position. For this sub-section only, a nurse is qualified to perform the work of a position if they have held a regular position performing the duties of that position at the Medical Center within the two (2) years immediately prior to the date the Medical Center provided notice to the Association of the need for a reduction in force. (The nurse or nurses whose position is thus taken will become the displaced nurse for purposes of the following subsection); or

5. The displaced nurse may elect to transfer, if offered by the Medical Center, to a temporary position not to exceed 90 calendar days or a position in a training program not to exceed six (6) months, which position will not be considered a vacancy under this Article; or

6. The displaced nurse will be laid off.

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

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

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

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

C. The nurse may decline the offer of available work if it is different from their former job, shift and unit, and retain the same position on the layoff list. Alternatively, the nurse may accept the offered work if it is different from their former job, shift and unit, and shall



still be considered to be on layoff for purposes of future recall rights under the next paragraph

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 12 months, the nurse's seniority and reemployment rights will terminate.

**19.9 Recall Process** – Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off is/are qualified to perform the work of the recall position. A displaced nurse under any of the preceding sections or subsections of this article, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and/or cluster, in order of their seniority. Such recall rights continue for up to 12 months from date of displacement. It is the responsibility of the displaced nurse to provide the Medical Center with any changes in address, telephone number, or other contact information. If the displaced nurse

fails to provide The Medical Center with such changes and The Medical Center is unable to contact them with available contact information, they forfeit any recall rights.

**19.10 Reorganization** – A workforce reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or decreases in FTE status among bargaining unit members, and changes of positions within a seniority pool. Prior to implementing a workforce reorganization, the Medical Center will provide the Association a detailed tentative reorganization plan at least 45 days in advance of the scheduled implementation date. The Medical Center shall, upon demand by the Association, bargain the impact of the work force reorganization. In the event a unit reorganization involves reductions in FTEs, the reduction in force procedures outlined in this Article 19 – Reduction in Force shall be followed.

**19.11 Health Care Unit Restructure** – A health care unit restructure is defined as the moving or consolidation of an existing acute health care unit or units from another employer (either from another Providence employer or from outside Providence) to be employed by The Medical Center as defined in this Agreement (Article 2 – Recognition).

A. In the event of a health care unit restructure, The Medical Center will, if possible, give the Association a 30-day notice to allow adequate time to discuss concerns and transition plans and bargain over any impacts on bargaining unit nurses. If the Medical Center cannot, in good faith, give a 30-day notice, it will give the Association as much notice as is practicable.

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

C. In the event of a health care unit restructure, the nurses joining The Medical Center from the other employer will have their seniority calculated in accordance with Article 17 – Seniority.

D. If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will be worked out by

the Association and The Medical Center but will generally adhere to the seniority and job posting provisions of Article 17 – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other the Medical Center nurses consistent with Article 17 – Seniority.

E. If as a result of a health care unit restructure there are any position reductions or eliminations at The Medical Center, those will be handled according to this Article 19 – Reduction in Force.

F. The newly restructured unit or units at The Medical Center will comply with all other provisions of the contract including Article 15 – Hours of Work and Scheduling.

G. Nurses' wage rates will be set in accordance with the provisions of Article 8 – Wages, Overtime, and Other Economic Items, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than they were paid at the nurse's prior employer, the Medical Center will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Article 8 – Wages, Overtime, and Other Economic Items of the parties' collective bargaining agreement. If a nurse coming to the Medical Center from another employer is then currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on the Medical Center's clinical ladder program (if one then exists), based on the Medical Center's clinical ladder application schedule. This Agreement will only be binding for Providence nurses with a different Providence employer when a similar agreement with regard to health care unit restructuring exists between the Association and the other Providence employer.

## **ARTICLE 20 – NURSE TASK FORCE**

**20.1 Purpose** – The Medical Center and the Association agree to maintain a Nurse Task Force for the purpose of facilitating communication and fostering a model of cooperative problem solving of workplace concerns arising during the term of the current agreement.

**20.2 Membership** – The Association shall appoint three (3) members of the Nurse Task Force, at least two (2) of whom shall be employed by the Medical Center. The Medical Center shall also appoint three (3) members to the task force.

**20.3 Meetings** – The Nurse Task Force will set a schedule of regular meetings of monthly, or as otherwise agreed to between the Medical Center and the Association. Employed nurse members will be paid up to one (1) hour for attendance at Nurse Task Force meetings, however if both parties agree the meeting needs to continue longer than one hour then nurse members will be paid for the extended meeting time.

**20.4 Agreement** – If after exploring alternatives, the Nurse Task Force reaches a solution that is acceptable to the Nurse Task Force, such solution will be implemented by the Medical Center and communicated to impacted management and nurses by both the Medical Center and Association; this communication will occur before the next NTF meeting and the Association appointees will be notified of the communication in order to facilitate transparency with the impacted nurses. Any agreed-upon solution reached by the Nurse Task Force will not be grieved, nor is the Nurse Task Force's failure to agree on a matter subject to grievance.

**20.5 Agenda and Minutes** – The Medical Center and the Association will work together to put together an agenda. Minutes will be reviewed at the next meeting. The minutes and information furnished by the Nurse Task Force members in connection with the functioning of the Nurse Task Force may be disclosed to other persons of the Medical Center and the Association. If there are any matters discussed in the NTF that are confidential, those shall remain confidential among the NTF members.

## **ARTICLE 21 – GRIEVANCE PROCEDURE**

**21.1 Grievance and Steps Defined** – The Medical Center encourages Registered Nurses to discuss any job-related concerns, with their immediate supervisor so a resolution may be explored. Absent a resolution, a nurse or group of nurses may file a grievance. A grievance is defined as an allegation by the Association or by a Registered Nurse that the Medical Center

has violated or is violating a provision or provisions of this Agreement. Grievances may be initiated by the Association or by Registered Nurses in the following manner:

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

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

**Step Three.** If the grievance is not settled satisfactorily to the grieving party at Step Two, the grievance shall be referred in writing to the Medical Center Chief Executive within 14 calendar days of the Chief Nurse Officer answer at Step Two. A meeting between the Medical Center Chief Executive and an Association representative for the purpose of resolving the grievance shall take place within 14 calendar days after the grievance is referred to the Chief Executive of the Medical Center. The Human Resources Director, Chief Nurse Officer, aggrieved Registered Nurse(s) and one (1) other representative

selected by each party shall be entitled to attend this meeting, in addition to any other persons mutually agreed to by both parties. The Chief Executive will consider all facts and arguments raised by all persons at the meeting and shall respond to the grievance within 14 calendar days of such meeting. Except as provided in Section 21.2, relating to arbitration, the Chief Executive decision at Step Three shall be final.

**21.2 Arbitrator Selection** – If the grievance is not settled at Step Three, and the Medical Center’s final answer is not satisfactory to the Association, the Association may refer the grievance to binding arbitration through written notice to the Medical Center within 14 calendar days of the answer of the Medical Center’s Chief Executive given at Step Three. The Association and the Medical Center shall thereafter attempt to select an arbitrator. If the parties cannot agree upon an arbitrator within a period of 14 calendar days, either party may then request a list of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereafter alternately strike one name from the list, and the last name remaining shall be the arbitrator selected to hear the dispute; provided that, if either party objects to the list provided by the Federal Mediation and Conciliation Service, it shall have the right to reject the list and to request a new list. The arbitrator must be selected from the second list in accordance with the foregoing procedure. The arbitrator shall be notified of his selection by a joint letter from the Medical Center and the Association requesting that he set a time and place for the hearing, subject to the availability of Medical Center and Association representatives.

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

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

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

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

## **ARTICLE 22 – EMPLOYMENT STATUS**

**22.1 Discipline** – The Medical Center shall have the right to suspend, discharge and discipline nurses for proper cause. Disciplinary action may include verbal warning, written warning, or discharge. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these disciplinary steps. Consistent with the principles of proper cause, the Medical Center will consider the nature of the offense and the time periods between offenses in determining the level of discipline. Disciplinary action will be conveyed in a private manner. After two (2) years, if no further disciplinary action is applied, the nurse may submit a written request seeking that written disciplinary notices be removed from their active file and placed in an inactive discipline section of their personnel file. Any removal of material from the personnel file shall be at the sole discretion of the CNO and HR Director.

**22.2 Individual Work Plans** – Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work plans will outline job requirements, performance expectations, and objectives. The Medical Center will seek input from a nurse in the development of a plan, but the parties acknowledge that the Medical Center has the right to determine when to implement a plan and to decide on the terms set forth in the development or work plan. If a plan is in place and there is a significant

change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

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

**22.4 Exit Interview** – A nurse shall, upon request, be granted an interview upon the termination of the nurse's employment.

## **ARTICLE 23 – CHANGES DURING TERM OF AGREEMENT**

All matters not covered by this Agreement shall be administered by the Medical Center on a unilateral basis, pursuant to its management rights, during the term of this Agreement without further collective bargaining with the Association; provided that if the Medical Center is considering making a change in any such matter, which involves a mandatory subject of collective bargaining, the Medical Center will notify the Association of such changes and will bargain in good faith with the Association, if requested, about such change prior to implementing it.

## **ARTICLE 24 – MODIFICATION**

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

## **ARTICLE 25 – SAVINGS CLAUSE**

Should any provision of this Agreement become invalid under any Federal or State



law or final judicial or administrative agency determination, the provision or provisions so affected shall either be automatically conformed to the requirements of law, or renegotiated by the parties, and this Agreement shall otherwise continue in full force and effect.

## **ARTICLE 26 – SUCCESSORS**

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

## **ARTICLE 27 – DURATION AND TERMINATION**

This Agreement shall be effective from its date of ratification, except as specifically provided otherwise in the Agreement, and shall continue in full force and effect to and including December 31, 2026 and shall be automatically renewed from year to year thereafter unless either party gives written notice by registered or certified mail to the other not less than 90 days prior to the expiration date hereof or any anniversary expiration date that it desires to modify, change or amend this Agreement.

## **MEMORANDUM OF AGREEMENT – BENEFITS NAVIGATOR**

The parties agree that, to assist with the transition to Aetna as a third-party administrator for health benefits, a dedicated Benefits Navigator will be made available through Aetna to bargaining unit employees. The Benefits Navigator will be available to assist bargaining unit employees for a period of six (6) months following ratification of the collective bargaining agreement between Providence Willamette Falls Medical Center and the Oregon Nurses Association. The Benefits Navigator will be available to assist bargaining unit employees with questions regarding the transition to Aetna, the available benefits, utilization of benefits, and similar health benefits issues. Bargaining unit members will first connect with an Aetna representative via the contact methods set forth on the Aetna Member Portal to attempt to address issues before reaching out to the Benefits Navigator. The parties agree and acknowledge that no grievance shall result from utilization of the Benefits Navigator.

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

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

1. An equal number of Providence and ONA representatives will participate in the work group, consisting of one ONA representative regularly assigned to each bargaining unit and one core leader from each respective ministry. The parties may mutually agree to invite an equal number of AFT and management representatives to participate in a particular session.
2. The parties will meet quarterly for two (2) hours (or more if mutually agreed) at a mutually agreeable location. The parties may exchange information electronically in between sessions. Parties and guests may participate in the work group electronically to accommodate geographic location/travel needs and to facilitate participation.
3. The parties agree to use the work group to share and discuss information and ideas, and to explore potential options for providing health care options, including but not limited to a Taft Hartley health plan, to caregivers and their families.
4. The parties may mutually agree to invite guest speakers including subject matter experts from ONA, Providence or external organizations.
5. The parties agree the work group is exploratory and will not have authority to make benefits election, financial or other operational decisions. An annual report will be presented to the parties.
6. The parties agree the work group will be a safe place for the parties to express themselves and share information. While the parties may have different perspectives on a particular issue, they agree to assume good intentions and interact with each other in a respectful manner. To further that end, the parties agree that they may only share discussions, presentations and materials from the work group internally with their stakeholders, and will not do so publicly.

## **MEMORANDUM OF UNDERSTANDING: RATIFICATION BONUS & RETENTION BONUS**

The Medical Center agrees to pay nurses a ratification bonus and a retention bonus. These bonuses are based on 75% of the total hours each nurse worked between January 1, 2024 and December 31, 2024 as further explained below.

1. Bonus Hours. Total hours worked includes actual hours worked (including overtime), PTO taken for low census, and paid time for education, meetings, and orientation. 75% of the total hours worked shall be referred to as "Bonus Hours".
2. Total Bonus Amount. The total bonus amount shall be calculated by multiplying the nurse's 2024 base hourly wage increase by the nurse's Bonus Hours.
3. Ratification Bonus. The ratification bonus shall equal 75% of the Total Bonus Amount and shall be paid in the nurse's paycheck issued on April 11, 2025. To be eligible to receive the ratification bonus, a nurse must be employed in the bargaining unit at ratification and maintain their bargaining unit employment through April 11, 2025.
4. Retention Bonus. The retention bonus amount shall equal Total Bonus Amount minus the Ratification Bonus and shall be paid in the nurse's paycheck issued on October 24, 2025. To be eligible to receive the retention bonus, a nurse must be employed in the bargaining unit at ratification and maintain their bargaining unit employment through October 24, 2025.

## ONA AND PHS STRIKE AND CONTRACT SETTLEMENT AGREEMENT

- Providence proposed ATBs all contracts
- Fill ghost steps and add steps through 30 for all contracts applying methodology discussed effective January 2026
  - Eliminate St. Vincent 30-year RN bonus
- Differentials as proposed by Providence ministries
- Extra Shift Differential \$20 (Specific Ministry MOU's Still in Place)
- Ratification Bonus of 75% x (times) 2024 increase in hourly rate x (times) hours worked in 2024 since contract expiration (excludes PPMC and Seaside)
  - Base rate only (no diffs)
  - Hours worked only includes actual hours worked, overtime, education, meetings, orientation, PTO for low census, vacation for low census only for grandfathered St. Vincent group
  - 75% of bonus paid no later than March 28 if ratified by Monday February 24, (or if ratified later, following two full pay periods after ratification) must be employed in bargaining unit at time of ratification and maintain employment in bargaining unit through payment date
  - Remaining 25% payable first full pay period in October 2025, must be employed in bargaining unit at ratification and maintain employment in bargaining unit through payment date of PPMC and Seaside
  - \$1,750 payable following two full pay periods after ratification, pro-rated by FTE (0.9 FTE paid as 1.0; 0.25 per diem), must be employed in bargaining unit at ratification and maintain employment in bargaining unit through payment date
  - \$750 payable first full pay period following six months after ratification, pro-rated by FTE (0.9 FTE paid as 1.0; 0.25 per diem), must be employed in bargaining unit at ratification and maintain employment in bargaining unit through payment date
- Staffing language as already agreed at each table of 1.0 hour of pay for missed meal and 1.0 hour of pay for missed break penalties all tables
- Benefits
  - Dedicated Oregon Health Care Navigator 6 months (LOU)
  - Health Care Work Group (LOU between Providence Oregon and ONA/AFT) – joint public statement of support

- Parties commit to partnering in mutually agreed upon relationship-building activities away from bargaining table, at minimum including task force and staffing committees.
- 3-year contracts from current expiration dates, except:
- Milwaukie expiration date changes to 12/31/26.
- Hood River wage reopener 01/01/2027, bargaining commence 60 days before.
- All other articles and language clean-up as agreed at individual tables, otherwise back to book
- ONA and Providence dismiss all ULPs and staffing-related grievances subject to review of list
- Bargaining teams strongly recommend ratification (Except Medford, who shall remain neutral).
- Return to work day/time mutually agreed upon by parties