On April 16, we achieved a tentative agreement on the whole contract. Your Bargaining Team is recommending a “yes” vote on our next two-year contract.

Highlights Include:

- 2.5 percent raise across the board for all steps on January 1 of each year — this means retro back to January 1 of this year if we ratify in a timely manner.
- No changes to our health insurance plus assurance that additional ways to earn the incentives under the Choose Well Program will come out this fall.
- Some financial assistance for nurses whose dentists are no longer in-network but were last year.
- Night Shift Differential Increase to $5.50 an hour.
- $11.00 an hour standby/call pay when you are on standby/call on a holiday.
- 24 hours of additional education benefit a year with $450 for expenses.
- A better vacation sign up process.

A ratification vote will take place on Friday, April 27 in Conference Room 5. Come by between 4:00 p.m. and 8:30 p.m. to review the agreement, get your questions answered, and vote to ratify the new contract.
Weekend Work & Weekend call shifts for Per Diem Nurses in Definitions Article 1

DEFINITIONS ARTICLE 1
We changed Article 1 by describing a variable shift nurse and the kind of schedule that he or she would have. Specifically, “A Variable Shift Nurse— is a nurse who is full or part time who does not have a master schedule. Variable positions will be defined upon hire. It will be defined as day-variable, night variable, day/evening-variable, or rotating.”

We also change the definition of casual call nurse which will now be called a “per-diem nurse” to match better what is done across the Providence system, and we made it clearer about how per-diem nurses are to meet the four shift a scheduling period requirement.

We heard from per-diem emergency dept. nurses and per-diem surgical nurses who had concerns about what had been agreed to with regard to weekend work and with regard to standby/call shifts on the weekends.

“A per diem nurse—is a nurse who is on the per diem list and who makes himself or herself available at times when the Hospital needs additional nurses, with a minimum availability of four shifts per month. One out of every four (4) shifts must be a weekend or a holiday if such a shift is available. We made this change in response to concerns that per-diem nurses were working as many weekend shifts as full-time and part-time nurses. Hopefully this obligation is now both clearer and more in keeping with the work status of per-diem nurses.

“Variable position schedules should be worked out in the unit but must be operational and be approved by the unit manager.

Variable position schedules should not shift or rotate from nights to days and visa versa more often once every thirty days.

We also agreed that the schedule will now be posted two months in advance. “Work schedules will be prepared for two (2) month periods and will be posted by the 10th of the month preceding the scheduling period. Requests for days off are to be input into the electronic timekeeper system to the unit manager or designee by the first day of the month immediately preceding the month in which the schedule is effective. Annual leave requests will be responded to per Article 6. Once the schedule is posted, changes may be made only with mutual agreement of the affected nurse and the Hospital unless it is necessary for the Hospital to adjust the schedule to ensure efficient operations.”

(RECOGNITION AND MEMBERSHIP ARTICLE 2)
New member materials are to be passed out by union members rather than hospital HR staff and that an ONA nurse leader will have a half hour with in the month of a new hire starting to pass out membership materials and orient the nurse to the union.

SCHEDULE AND OVERTIME
ARTICLE 4
A lot of changes were made to this part of the contract. We clarified that time spent working on education or in a meeting does not drive overtime pay until after 40 hours of work in a work week. We also added language that makes it clear that no nurse can be required to work more than 12 hours in a row without a 10 hour rest period before the next shift in a 24 hour period.

When the schedule is created nurses will be put on the schedule in the follow order “1. Master schedule nurses, 2. Variable schedule nurses, 3 Per diem nurses.” We also clarified that no “pyramiding” of time and one half or double time is permitted.

Break schedules are to be worked out in the unit but must be operational and be approved by the unit manager.

Variable position schedules should not shift or rotate from nights to days and visa versa more often once every thirty days.

We also agreed that the schedule will now be posted two months in advance. “Work schedules will be prepared for two (2) month periods and will be posted by the 10th of the month preceding the scheduling period. Requests for days off are to be input into the electronic timekeeper system to the unit manager or designee by the first day of the month immediately preceding the month in which the schedule is effective. Annual leave requests will be responded to per Article 6. Once the schedule is posted, changes may be made only with mutual agreement of the affected nurse and the Hospital unless it is necessary for the Hospital to adjust the schedule to ensure efficient operations.”

We also clarified that on low census days, we will be allowed to catch up on health stream, and we clarified the call off order. The call off order is as follows; “(1) nurses receiving open shift incentive pay; (2) volunteers; (3) agency nurses or share care

(Continued on page 3)
Mandatory Critical Shifts Article 4

In response to some significant scheduling challenges this past summer, new language was also added about mandatory critical shifts. Specifically, “Mandatory Critical Shifts. Before requiring a nurse to work a mandatory critical shift (defined as a mandated shift that was not assigned to the nurse when the schedule was posted and has the potential to disrupt the operation of the Hospital if not filled), the Hospital will attempt to fill that shift using all other avenues (e.g. open shift offers, share care, agency and nursing leadership).”

“If all other avenues have been exhausted and a critical shift is necessary, the Hospital will notify the nurse of the mandatory critical shift assignment as soon as practicable. Mandatory critical shifts will be filled on a rotating basis starting in reverse seniority order, provided skill mix is maintained. This rotation will include per diem nurses. The Association understands that the Hospital will not call a nurse to work on a day off without good cause. Mandatory critical shifts will be paid at a ten (10) percent differential and open shift premium in accordance with Appendix A.14. Mandatory critical shifts should not become a pattern or common practice for a unit.”

Education and Professional Leave Article 11

For many years we have had language in the contract that said you get 40 hours of paid professional education leave and all expenses paid that we do not believe many nurses received. We clarified how this benefit will work going forward. In exchange for pairing down the hours available to 24 hours a year and expenses covered to $450 dollars, we believe the Hospital will now grant more education time and treat the final approval of the Hospital as a scheduling matter not an approval of the amount of hours and the money a nurse gets to help with the costs.

Nurses: (4) per diem nurses; (5) short-hour nurses (6) both full-time and part-time nurses.”

HOLIDAYS ARTICLE 5

Nurses who are on call during a holiday will be paid at the open shift call in pay rate of $11 per hour while waiting to be called in.

ANNUAL LEAVE (VACATION) SCHEDULING ARTICLE 6

There was no chance made in the accrual but the request process will change considerably, and we hope lead to more timely approval of requests. In summary, annual leave requests may be submitted to the unit manager. Requests can be submitted up to a year in advance of the time off desired. The requests will be granted on a first come first serve basis followed by seniority. Each unit based will define how many nurses can be off work per shift at any one time. Annual Leave requests are to be responded to in 31 days. If the request maintains minimum staffing it should be approved.

SICK LEAVE ARTICLE 7

No changes were made or even proposed for the first time in years.

LEAVES OF ABSENCE  ARTICLE 8

We clarified that when ever a nurse is entitled to any type of leave governed by state or federal law, the nurse will be entitled to the leave granted under the law unless the contract provides for additional leave, then the terms of the contract shall govern.

SENIORITY AND LAYOFF, ARTICLE 12

“For nurses that are hired in a RN position prior to January 1, 2018 the following applies: Seniority” means length of continuous service (calculated from the first date of employment with the Hospital in any capacity. For purposes of this section only notwithstanding Section 12.01, employment with the Hospital shall include any employment at any Providence Health and Services Facility location in the Columbia Gorge Service Area.”

“For Nurses hired on January 1, 2018 or thereafter, the following applies: Seniority means length of continuous service calculated from hire date into a nursing position (RN, LPN, CNA) with the Hospital at any Providence Health and Services location in the Columbia Gorge Service Area.”

Language was also added that requires the hospital to provide ONA a seniority list within 30 days of the ratification of each contract.

JOB BIDDING ARTICLE 13

Some very specific changes were also made to the job bidding process. Specifically, “Interdepartmental Transfers:

Open positions will be offered within the unit first per Appendix D, Section H. The senior nurse who is assigned to or who regularly floats into that unit and who applies for the vacancy will be offered the position provided such nurse has the required skill and ability to perform the position at the time such position is assumed. A candidate will not have received documented verbal
warning or greater in the six (6) months preceding the application.”

The new language goes on to further clarify that with regard to interdepartmental transfers; “1. A nurse is encouraged to communicate with their manager regarding a nurse’s desire to move to a different nursing unit within the Hospital. The nurse’s manager will not prohibit a nurse from making or requesting an otherwise permitted transfer, and the provisions of job bidding will apply regarding such transfer requests. 2. If a vacancy is not filled through an interdepartmental transfer, the Hospital will post permanent vacancies online as they occur at least seven (7) calendar days prior to filling each position. If the Hospital elects to post a temporary vacancy, it must be posted at least seven (7) calendar days prior to filling the position. 3. When hiring an internal candidate to a new unit, the Hospital shall offer the job to the most qualified nurse, based on factors including whether the nurse meets both required and preferred qualifications as set forth in the job description, history of job performance, and the nurse’s performance in the select interview process (which will include bargaining unit members). The Hospital and the interview committee will objectively determine the most qualified RN according to the above standards. In the event two (2) or more candidates’ qualifications are substantially equal, the position will be awarded on the basis of seniority. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application. The same standards are applied to fellowship opportunities.”

**GRIEVANCE/ARBITRATION PROCEDURE ARTICLE 18**

Other than updating some language around the process and the timelines we added the following: “A nurse who believes that the Hospital has violated provisions of this Agreement is encouraged and expected to discuss the matter with the nurse’s manager before undertaking the following steps”

**DURATION OF AGREEMENT ARTICLE 21**

We will continue to have a two year agreement with this one expiring on December 31, 2019.

**WAGES AND DIFFERENTIALS APPENDIX A**

Each step on our wage scale will go up 2.5% each year of the contract in the pay period that contains January 1. (see the wage table on page 5 of this update.). The night shift differential will increase to $5.50 an hour. Newly hired nurses will be placed on the wage scale commiserate with their acute care or home health and/or hospice experience.

**HOME HEALTH & HOSPICE NURSES APPENDIX C**

We clarified that if a home health or hospice nurse agrees to take an unscheduled patient visit while on call, that nurse will be paid time and one-half premium with a two-hour minimum. The two-hour minimum applies to each call-out. The time and one-half premium will not be pyramided if the two-hour call call-out periods overlap. If a home health or hospice nurse agrees to take an unscheduled appointment while not on standby, he or she will be paid at the regular straight-time rate.

We also added language so that any home health or hospice nurse who is required to maintain a Washington State Nursing License will be provided an additional $100 in annual continuing education compensation.

**MASTER SCHEDULES APPENDIX D**

We clarified that an alteration to a vacated regular schedule position may be made by the Unit Manager to meet departmental needs and can also be proposed by a nurse or a group of nurses.

We also clarified that if an individual nurse or a group of nurses or the Hospital feels the master schedule on their unit requires alteration, he or she should approach his or her manager and the unit based staffing committee. If the manager and the unit based staffing committee believe the proposed change or changes will best serve the unit’s operational needs then the proposed change or changes will be presented to the unit staff at a staff meeting or through the unit’s primary method of communication.

Changes will be implemented subject to agreement of the Unit Manager and any nurses whose schedule will change, and the majority of the nurses on the unit. Staff will have 14 days from the presentation of the proposed change to signify their agreement or disagreement or forfeit their right to participate in the process. The unit’s staffing committee will sign off on the updated master schedule. A copy will be forwarded to the Hospital Staffing Committee.

It was too hard to reach consensus so we switched to deciding for or against a change based on what a majority of the nurses wanted to do.

**CERTIFICATION APPENDIX E**

We clarified that payment of the reimbursement and the differential happens upon proof of having the (Continued on page 5)
We also added four more certifications to the list, Sexual Assault Nurse Examiner, Oncology Certified Nurse, Cardiac Rehabilitation, and Progressive Care.

HEALTH INSURANCE

APPENDIX G

Other than some very minor increases in the premiums are health insurance is staying the same for 2018. We believe that 2019 will look very similar, though we will need to pay close attention to negotiations at Providence Portland.

In response to the concerns about the lack of dentists who will accept the reimbursement levels that they are offered under the PPO forcing many of us to pay for cleaning and for fillings at the out of network rate, nurses will have an additional $250 they can access to help with out of network costs. We have also been assured that an additional way to earn the points that are needed for the HRA and HSA incentives will be provided in the fall and that our Association will have input into the development of the incentive for 2019.

A ratification vote will take place on Friday, April 27 in the Hospital in Conference Room 5. Come by between 4:00 p.m. and 8:30 p.m. to review the agreement and vote to ratify the new two contract. If you need an absentee ballot because you are out-of-town away at a conference or on vacation, please e-mail Rob Nosse at nosse@oregonrn.org for an absentee ballot.

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