

THIS AGREEMENT is made between the OREGON NURSES ASSOCIATION ("Association") and PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL (the "Hospital").

In consideration of the mutual covenants and promises hereinafter related, the parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient care in an atmosphere of harmony between the Hospital management and the nurses employed by the Hospital.

ARTICLE 1 DEFINITIONS

- 1.01 "Nurse" -- A registered professional nurse.
- 1.02 "Continuous employment" -- For all purposes under this Agreement, except as it affects Article 13.02, all time paid by the Hospital. Under Article 14.02, any time spent on an unpaid leave of absence will not be counted as continuous employment during a newly hired period.
- 1.03 "Newly hired" -- An employee during the first 180 days of employment. During the newly hired period, a nurse may be dismissed without recourse to the grievance procedure.
- 1.04 "Full-time nurse" -- A nurse who is regularly scheduled to work 36 hours or more in one week or 72 hours or more in two weeks.
- Any nurse designated as a full-time nurse will accumulate and receive all fringe benefits as provided in this Agreement when he or she becomes and for as long as he or she remains a full-time nurse.
- 1.05 "Part-time nurse" - A nurse who is regularly scheduled to work at least 24 but less than 36 hours in one week or less than 72 hours in two weeks.
- 1.06 "Float nurse" -- A nurse who is hired into a float position, either full- or part-time, and is regularly scheduled to an assigned unit. The float nurse is the first to float out of the assigned unit or operational unit and will equitably rotate low-census days with floats in other units or operational units. Float nurses must meet competency skills for secondary nurses as set forth in the job description for the unit or operational unit to which the float nurse is floating.
- 1.07 "Short-hour nurse" -- A nurse who is regularly scheduled to work 23 hours or less per week. ~~Short hour nurses will be called off before a part time or full time nurse on a low census day.~~
- 1.08 "Casual call nurse" -- A nurse who is on the casual call list and who makes himself or herself available at times when the Hospital needs additional nurses, with a minimum availability of four days per month, including one weekend shift per month, or a specialty nurse who is reasonably available as needed, e.g., a neonatal nurse.
- 1.09 "Supervisor" -- A nurse who in the interest of management performs duties that make him or her an exempt employee under the National Labor Relations Act. A supervisor may adjust grievances and finalize employment evaluations in addition to directing the work of a department.
- 1.10 "Immediate supervisor" -- The person to whom a nurse directly reports. On the afternoon and night shifts, for general Hospital purposes, the afternoon or night supervisor is the immediate supervisor.

- 1.11 “Probationary Period” – the first 180 calendar days of any nurse’s employment by the Hospital.
- 1.12. “Operational unit” – An “operational unit” is one of more units within the Hospital, with related functions and reporting to the same manager. The ACU and the ICU together comprise a single operational unit, and the PACU, Same Day Surgery, Infusion Services, and the Operating Room (OR) together comprise a single operational unit.

ARTICLE 2 RECOGNITION AND MEMBERSHIP

- 2.01 The Hospital recognizes the Association as the collective bargaining representative with respect to rate of pay, hours of work, and other conditions of employment for a bargaining unit composed of all registered nurses employed by the Hospital only at 13th and May Streets, Hood River, Oregon, and no other location as general duty nurses, but excluding administrative and supervisory personnel and nurses employed exclusively in the following departments and areas: Admissions, Physical Therapy, EEG, Anesthesia, Radiology, Laboratory, Pharmacy, Occupational Therapy, Quality Assurance, Utilization Review, Nursing Education, Dietary, Medical Records, Personnel, Doctor's Offices, and Housekeeping. Should the Hospital move nurses currently within the bargaining unit to a location contiguous with the Hospital property but not specifically located at 13th and May Streets, those positions will remain within the bargaining unit.
- 2.02 The Hospital also recognizes the Association as the collective bargaining representative with respect to rate of pay, hours of work, and other conditions of employment for all registered nurses employed in the Home Health Care and Hospice Departments as general-duty nurses, but excluding administrative and supervisory personnel.
- 2.03 Because a nurse has a high degree of professional responsibility to the patient, the nurse is encouraged to participate in the Association to define and upgrade standards of nursing practice and education through participation and membership in his/her professional association. An ONA membership packet will be provided by ONA to the Hospital. The Hospital will provide that packet to each nurse at the time of new employee orientation. A bargaining unit nurse designated by the Association will be given the opportunity to meet with newly-hired nurses who are on paid time for 15 minutes, to discuss contract administration. The meeting will occur within the first week of employment. If the nurse designated by the Association has been released from otherwise scheduled work, the nurse will also be paid for the 15-minute period.
- 2.04 The following provisions apply to any nurse hired *before* December 14, 2009 ("Effective Date"): Membership in the American Nurses Association through Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one of the two options listed in 2.05A(2) or 2.05A(3) below.
- A. Transfers. Nurses who are members of the Association or have exercised one of the two options listed in 2.05A(2) or 2.05A(3) below will maintain such status upon transfer to Providence Portland Hospital, Providence St. Vincent Hospital, Providence Willamette Falls Hospital, and Providence Home Health and Hospice. Nurses who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon

transfer to Providence Portland Hospital, Providence St. Vincent Hospital, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 2.05A(2) or 2.05A(3) below.

- B. Promotions within a facility. A nurse subject to paragraph a above as of December 14, 2009 who assumes a position at the Hospital outside of the bargaining unit will retain her/his respective status (as a nonmember, a member whose membership must be maintained, or one of the two options listed in 2.05A(2) or 2.05A(3) below) if he or she returns to the bargaining unit within one year of the date that the nurse assumed a non-bargaining position. A nurse who returns to the bargaining unit after one year will be subject to the choices in paragraph 2.05A below.

2.05 The following provisions apply to any nurse hired *after* December 14, 2009:

- A. By the 31st calendar day following the day that the nurse begins working, each nurse must do one of the following, as a condition of employment:
- (1) Become and remain a member in good standing of the Association and pay membership dues (Association member); or
 - (2) Pay the Association a representation fee established by the Association in accordance with the law; or
 - (3) Exercise his/her right to object on religious grounds. Any employee who is a member of, and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and the Hospital. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.
- B. The Hospital's will provide a copy of the collective bargaining agreement to newly hired nurses, along with including a form provided by the Association that confirms the provisions in 2.05A above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. The Hospital's will work in good faith to develop a procedure to retain copies of such signed forms.
- C. A nurse should notify the Association's Membership Coordinator, in writing, of a desire to change his or her status under the provisions of 2.05A above by mail, to the business address for the Association.
- D. The Association will provide the Hospital with copies of at least two notices sent to a nurse who has not met the obligations to which he/she is subject, pursuant to this Article. The Association may request that Hospital's terminate the

employment of a nurse who does not meet the obligations to which he/she is subject, pursuant to this Article. After such a request is made, Providence will terminate the nurse's employment no later than fourteen (14) days after receiving the written request from the Association. The Hospital's will have no obligation to pay severance or any other notice pay related to such termination of employment.

- 2.06 The following provisions apply to all nurses.
- A. Dues Deduction. The Hospital shall deduct the amount of Association dues, as specified in writing by Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Hospital. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Hospital to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.
- 2.07 Association will indemnify and save the Hospital harmless against any and all third party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Hospital in connection with, this Article.
- 2.08 The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in this Article.
- 2.09 The Hospital will supply the Association and the chairperson of the bargaining unit with an electronic list showing the names, addresses, hire dates, unit/department, shift, and pay steps of nurses covered by this Agreement, on a monthly basis. The Hospital will work with the Association to provide a unique identifier such as the nurse's license number, as part of the electronic list. The Hospital will also supply a monthly list showing the names of each nurse whose employment has been terminated, who has been hired, and who has completed his or her newly hired period, including addresses, hire dates, and pay steps, during the preceding month. The Hospital will provide the Association with reasonable updates of this information as requested during contract negotiations.
- 2.10 The Association will provide the Hospital with a copy of this Agreement for each new hire, which the Hospital will distribute to such newly hired nurse. The Association will also supply the Hospital with five copies of the Agreement for use by Hospital management.
- 2.11 The Association shall be permitted to post notices related to activities of the Association on one 2' x 2' bulletin board in a place of mutual agreement on each floor of the north wing where patient care is provided. The bulletin boards are for the exclusive use of the Association.

ARTICLE 3 NONDISCRIMINATION

The Hospital may not discriminate against any nurse on account of membership in or activity on behalf of the Association provided that such activity does not interfere with the nurse's regular duties. The Hospital may not discriminate against any nurse because of sex, religion, race, creed, color, marital status, national origin, disability, age, sexual orientation, or political affiliation.

ARTICLE 4 WORK SCHEDULE AND OVERTIME

- 4.01 Except as modified under Article 4.02(B) or elsewhere in this Agreement, a standard workday will consist of eight hours' work to be completed within eight and one-half consecutive hours with a 30-minute meal period on the nurse's own time. If the nurse is required by the Hospital to remain on duty or in the Hospital during the meal period, that time will be considered as time worked for pay purposes. It is understood that unpaid meal periods are uninterrupted 30-minute periods in which the nurse is not required to perform any duties on behalf of the Hospital.
- 4.02 The standard work period consists of 80 hours within a 14-day period, or a 40-hour period within a 7-day period, except as modified by agreement at Article 4.02(B).
- A. Overtime will be compensated for at the rate of one and one-half times the regular rate of pay for all time worked in excess of: (1) 36 hours in each workweek of seven consecutive days, defined as Sunday 0001 to Saturday 2400, or eight hours in a workday, except as defined at Article 4.02(B), defined as beginning with the start of the nurse's shift on that day worked unless nurse is attending meetings, in which case overtime begins after 40 hours in a workweek; or (2) for nurses on an 8/80 pay period, 8 hours in a workday, defined as above, or 80 hours in a 14-day period, defined as Sunday 0001 to the second Saturday 2400, beginning with the first Sunday in a calendar year. All full-time nurses will have the option of being on an 8/80 pay period. That option is to be exercised in writing and will be effective upon receipt by the Hospital.
- B. All overtime must be approved in advance by the supervisor except in case of emergency. A nurse may be scheduled for shifts of 8, 9, 10 or 12 hours in a day. Nurses scheduled for shifts of 9 or 12 hours in a day qualify for time and one-half premium pay after working any hours in excess of the department's established workday or 36 hours in a workweek, except that straight time will be paid for hours 37 to 40 to attend meetings. No nurse may be permitted to work more than 16 consecutive hours without 8 hours off. No nurse may be compelled to work more than four consecutive days on 12-hour shifts. There will be three 15-minute breaks, one for each four hours worked, for a nurse scheduled for a 12-hour shift. The Hospital will not require nurses to work an unreasonable amount of overtime on a repetitive or continual basis.
- C. As near as possible, full-time nurses will be scheduled either four on, two off, or every other weekend off with various workdays scheduled to equal or exceed seven regularly scheduled workdays per semimonthly pay period. Part-time nurses agree to work every other weekend. If part-time nurses make their shift preferences, requested number of days, and department preferences known to the Associate Administrator/Patient Services or his or her designee, they will be scheduled as needed on days off of full-time personnel with attention when practicable to these preferences and requests.

If a nurse is required by the Hospital to work on a weekend that is not the nurse's regularly scheduled weekend and the nurse has worked at least one full shift during the previous regularly scheduled weekend, then the nurse will receive pay at the rate of one and one-half times his or her regular straight-time hourly rate.

Restrictions on weekend scheduling and all financial disincentives to scheduling weekend work will not apply (except for the weekend differential pursuant to Appendix A.11) when that schedule is part of the permanent schedule (see Appendix D).

- D. A workday for overtime purposes will be calculated from the time a nurse begins work and will end 24-hours following the start of that shift.
 - E. For any days worked in excess of seven full consecutive days, a nurse will be paid time and one-half the nurse's regular rate of pay, including shift differential, unless the nurse has requested such a schedule.
 - F. No more than time and one-half pay will be applied to the same hours under any provision of this Agreement, except evening, night, and Article 4.05(A) (10 percent) differentials and double-time maximum if paid under Appendix B.
- 4.03 Nurses scheduled for eight- or nine-hour shifts will receive two 15-minute rest periods during each standard workday. Nurses scheduled for 12-hour shifts will receive three 15-minute rest periods during each standard workday. Because the *scheduling* of regular rest periods may not be possible due to the nature and circumstances of work in an acute care facility (including emergent patient care needs, the safety and health of patients, availability of other nurses to provide relief, and intermittent and unpredictable patient census and needs), the parties therefore agree as follows:
- A. Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest periods.
 - B. Each unit has the flexibility to develop a process for scheduling nurses for the total amount of rest and meal periods subject to the following:
 - (1) The process must be approved by the unit manager;
 - (2) The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8 or 9-hour shift, and to relieve nurses for three 15-minute rest periods within a 12-hour shift (**although other options, consistent with applicable law, may be explored**); and
 - (3) If a nurse believes that he or she is (or will be) unable to take a break or lunch period, the nurse should inform his or her immediate supervisor as soon as possible. The nurse's immediate supervisor will make reasonable efforts to provide the nurse with such break(s) or lunch period.

- 4.04 The Hospital shall provide restrooms, lockers, and adequate facilities for meal breaks.
- 4.05 When the Hospital posts a position that requires rotating shifts, the Hospital will work to minimize the impact of such rotating position by communicating and collaborating with the nurse in the development of the nurse's schedule and will endeavor to limit required rotation from days to nights (or visa versa) to no more than every thirty (30) days.
- 4.06 The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation, consistent with the other provisions in this Agreement.
- A. The Hospital shall determine and post monthly work schedules by the 20th of the month immediately preceding the month in which the schedule is effective. Requests for days off are to be turned in to the Associate Administrator/Patient Services or designee by the tenth day of the month immediately preceding the month in which the schedule is effective. 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. Any changes in scheduling required by the Hospital without the agreement of the nurse that are made with fewer than 14 calendar days' written notice to the nurse will be paid at a 10 percent differential added to the nurse's regular rate. Subsequent requests for days off must be arranged by the nurse in the form of a trade with, or substitution by, a nurse with substantial prior experience in the assignment. The trade or extra day's work must not place either employee in an overtime situation. The request for trade is to be submitted in writing to the Associate Administrator/Patient Services or designee as much in advance of the time for the trade or substitution as is possible. A trade or substitution is not effective unless approved by the Associate Administrator/Patient Services or designee and will not be unreasonably denied.
- B. When a schedule change is initiated by the Hospital, the Hospital shall notify the nurse if possible, as far in advance as practicable. It is the responsibility of the nurse to notify the Hospital of his or her current address and telephone number; failure to do so exempts the Hospital from this notification requirement. The Association understands that the Hospital will not call a nurse in to work on a day off without good cause. The nurse may refuse to work on a previously scheduled day off.
- 4.07
- A. If the Hospital does not make all reasonable attempts to contact a nurse at least two hours before the nurse is scheduled to start the shift and let him or her know that he or she is not needed for that shift on his or her operational unit, then the nurse has the following alternatives:
- (1) Be placed on call, be paid for the nurse's scheduled hours at the applicable call rate of pay, and be paid for one quarter of the nurse's scheduled hours at straight time pay.

- (2) To take an alternate staff position.
- (3) To take an alternate staff position for at least four hours and then be placed on-call or take the time off without pay.
- (4) If none of the above is available or acceptable to the nurse, to be paid at the nurse's regular rate of pay for half of the hours of his or her scheduled shift or the length of his or her scheduled shift if less than four hours.

The nurse is required to be sure that the Hospital has a current address and phone number where he or she can be reached. In no event will pay pyramid under this section; a nurse who receives regular pay will not receive call pay for the same period.

- B. On low-census days, the procedure set forth at A above will be followed, and if the Hospital is repeatedly unable to utilize one or more nurses, the Hospital will ~~(1) attempt to give the nurse or nurses who will not be needed more than two hours' notice, and (2) if no volunteer(s) is/are available,~~ **rotate low census among nurses on the unit where the low census is occurring in the following order:**

1. Before the start of the shift: (1) casual call nurses; (2) volunteers; (3) short-hour nurses; and (4) both full-time and part-time nurses.

2. After the start of the shift: (1) volunteers; (2) casual call nurses; (3) short-hour nurses; and (4) both full-time and part-time nurses.

~~attempt to rotate among both full-time and part-time nurses the designation of the nurse or nurses on the unit where the low census is occurring who will not be utilized.~~ **A full-time or part-time or short-hour nurse may also agree to voluntarily, at the request of the Hospital, adjust his or her start or end time in order to avoid having to take low census and preserve his or her hours of work for that day. The parties agree that such voluntary adjustment of start or end times is not subject to the provisions of Section 4.06(A).**

The Hospital will attempt to give the nurse or nurses who will not be needed more than two hours' notice.

Long-term agency nurses (agency nurses who fill open positions for more than one week) will rotate low census with Hospital nurses **as if they were full-time or part-time.** The Association recognizes that the Hospital retains the sole discretion to determine what staffing is necessary and appropriate to provide high-quality patient care and ensure efficient Hospital operation, subject to OAR 333-510-0045, ORS 441.162 and ORS 441.166 and unless modified by other provisions of this Agreement.

No nurse will suffer a loss of benefits or tenure hours as a result of having his or her scheduled work hours reduced in accordance with this section.

ARTICLE 5 HOLIDAYS

5.01 Nurses who work on these holidays will receive time and one-half pay for all hours worked on the holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

5.02 It is agreed that holiday work will be rotated by the Hospital.

5.03 All holidays, except for Independence Day, begin on the evening preceding the holiday at 1900 and continue to 1859 on the holiday. Independence Day begins on July 4th at 0700 and continues to 0659 on July 5th.

ARTICLE 6 ANNUAL LEAVE

- A. Annual leave benefits accrue for all full-time nurses as follows:

<u>Hours of Employment</u>	<u>Hours per year of accrued leave</u>
After 468	18
After 936	84**
After 1,872	176**
After 7,488	192
After, 13,104	204
After 18,720	232
After 28,080	248
After 35, 360	272

**less any annual leave taken during the first three months of employment

- B. Annual leave for part-time nurses accrues on a prorated basis calculated by hours worked (1,872 hours is equivalent to one year).

6.02

- A. Annual leave is cumulative from the first day of employment. Annual leave may be carried over from one year to the next. Carryover may not exceed the combined total of earned annual leave accrued on 3,744 hours worked.
- B. When a part-time nurse becomes full-time, years of service will be calculated from the most recent date when the nurse began to work on a continuous part-time basis.

6.03 Terminal annual leave pay will be granted after 1,872 hours of continuous employment subject to Article 14.07.

6.04 So long as a proper request in writing to the immediate supervisor is made for annual leave time, preference in scheduling will be granted as follows: full-time nurses on a seniority basis compared with other full-time nurses, with least senior full-time nurses followed by part-time nurses on a seniority basis. A prior request by any nurse, however, once confirmed in writing by the immediate supervisor, may not be bumped by any other nurse. Nothing in this paragraph diminishes a nurse's obligation to work on holidays as assigned on a rotating basis under Article 5.02.

6.05 Insofar as the operation of the Hospital allows, annual leave will be arranged for the convenience of the nurse as often as practicable.

ARTICLE 7 SICK LEAVE

- A. Each full-time nurse will accumulate sick leave at the rate of 12 hours per month of employment with the Hospital, commencing with the first month of employment, up to a maximum of 96 hours per year, until a maximum total of 960 hours of sick leave has been accumulated. A nurse may use accumulated sick leave after the nurse's date of hire.
 - B. Each part-time nurse will accumulate sick leave on a prorated basis calculated by hours worked (173 hours is equivalent to one month). A nurse may use accumulated sick leave after the nurse's date of hire.
- 7.02 Pay for sick leave will commence on the first day of an illness. Any nurse who has not purchased supplemental long-term disability insurance through the Hospital may at any time buy out any accumulated hours over 400 at a rate of 35 percent of the nurse's current hourly (straight-time) wage. Any nurse who has purchased supplemental long-term disability insurance through the Hospital may not buy out sick leave hours.
- 7.03 Sick leave credit will not accrue during leave of absence, layoff, absence from employment because of illness, or period of nonregular part-time employment, provided, however, that a nurse receiving sick leave who has worked more than 72 hours during the month in which sick leave is used will nevertheless receive 12 hours sick leave credit for that month.
- 7.04 The Hospital may require reasonable evidence of illness from the nurse's medical doctor as a condition of receiving sick leave benefits.
- 7.05 Sick leave benefits will be paid for illness due to complications of pregnancy or delivery or for parental leave cases.
- 7.06
- A. Full-time and part-time nurses who have worked for the Hospital fewer than 180 days or who work an average of 24 hours per week or less at the time of the request (average for prior 180 calendar days) may utilize up to the hourly equivalent of four accumulated sick leave days per year because of an illness of a member of the employee's immediate family as defined in Article 9.01 of this Agreement. If the leave requires the hourly equivalent of three consecutive leave days, then the Hospital may require a physician's verification of the family member's illness before the commencement of the leave or within 15 days' notice to the Hospital of the leave. It is also understood that employees will be expected to work their regularly scheduled days immediately before and after taking annual leave in order to remain eligible for the family member sick leave utilization.
 - B. A request for family medical leave by a nurse who has been employed for 180 days or more on the first day of a family medical leave of absence and who has averaged 25 or more hours' work per week during the prior 180 calendar days will be treated in accordance with applicable state and federal law. Such an

employee may use up to four days' accumulated sick leave per year for purposes covered by the family medical leave law.

- 7.07. The Hospital agrees to allow any nurse injured on the job who is unable to work a scheduled shift to receive sick leave benefits for all scheduled work hours for which workers' compensation does not reimburse the employee, to the extent that the employee has sufficient sick leave accumulated.

ARTICLE 8 LEAVES OF ABSENCE

8.01 Personal Leave: The Hospital may grant a personal leave of absence without pay to any nurse who has completed one year of service, if:

- A. The absence of the nurse will not unduly interfere with the business or operational needs of the Hospital and the Hospital considers the reason for the leave justifiable.
- B. A qualified replacement is reasonably available. If no qualified replacement is available, the Hospital may perform the operation in any manner it so chooses for the duration of the leave.
- C. The leave is requested, in writing, at least two weeks in advance, except in emergencies.
- D. The leave is for a specified period not to exceed 90 calendar days in duration.

8.02 Temporary Disability Leave -- (Non-Occupational): Any nurse who has completed one year of service or is eligible under state and federal laws will be granted a temporary disability (medical) leave of absence, without pay, if:

- A. The leave is for a nonoccupational illness or injury, including illness or injury resulting from a pregnancy, and the nurse is physically or mentally unable to report for work.
- B. The leave is requested, in writing, at least two weeks in advance, except in emergencies.
- C. The leave does not exceed six calendar months in duration unless necessary to allow reasonable accommodation without undue hardship.

In all cases of temporary disability leave of absence, except pregnancy, the nurse shall, upon request of the Hospital submit a release to return to work from a health care provider.

8.03 Parental Leaves of Absence:

- A. Parental Leave. The Hospital shall grant a parental leave of absence after the birth or adoption of a child without pay to any nurse who has worked at least 90 days, if:
 - (1) The leave does not exceed six calendar months in duration.
 - (2) The nurse notifies the Hospital of expected date of delivery, adoption, or foster placement as certified by the employee's physician.

- (3) The leave is requested as far in advance as reasonably and practically possible and, if need for the leave is anticipated, at least 30 days in advance.

If an emergency exists, additional leave beyond the originally granted leave may be requested as long as the total parental leave of absence does not extend beyond six months.

- (4) Pregnancy Accommodation. The Hospital may request a pregnant nurse to take a leave of absence at any time, if in the Hospital's opinion continued employment at the job may be hazardous to the nurse's health/welfare or interfere with the nurse's duties and responsibilities. A pregnant nurse may not initiate an approved temporary disability leave of absence without the concurrence of the employee's personal physician. The Hospital will provide a temporary transfer to affected employees in compliance with state and federal law.

8.04 Disability Leave (Occupational):

- A. Any nurse who has incurred a compensable on-the-job injury will be granted a leave of absence and reinstatement in accordance with state or federal law, except as modified in this article.
- B. All disability leaves of absence for occupational illness or injuries will be limited to the maximum total provided by state law. A nurse who does not return to work within this maximum time period as a result of an occupational injury or illness will lose all seniority and the rights and benefits it confers.

8.05 During the term of a properly authorized leave of absence, a nurse will not lose previously accrued benefits or seniority as provided in this Agreement but will not accrue additional benefits, including seniority. A nurse's seniority date will be adjusted to reflect the period of the leave of absence.

8.06 Reinstatement:

- A. Any nurse on an approved leave of absence will be entitled to reinstatement in accordance with applicable state or federal law.
- B. A nurse returning from a leave of absence shall advise the Hospital of his or her expected date of return at least two weeks prior to that expected date of return. A nurse who decides not to return to his or her former job classification shall notify the Hospital in writing at least 30 days prior to the scheduled date of return.

8.07 If a nurse wishes to retain insurance coverage while on an authorized federal family and medical leave of absence, the Hospital will continue to pay its portion of the group health insurance benefits, if any, and the nurse must continue to pay his or her share. If a nurse wishes to retain insurance coverage while on an authorized state family medical, pregnancy, or parental leave, the nurse must pay the required premiums necessary for

continued Hospital medical-dental insurance coverage. This Article 8.07 applies to all leaves.

- 8.08 The parties to this Agreement recognize that provisions of the Family and Medical Leave Act apply and agree that when the Act provides for the greater benefit, it will prevail and that when this Agreement provides for the greater benefit, it will prevail.

ARTICLE 9 FUNERAL LEAVE

- 9.01 After six months of employment, a full-time nurse working in an established scheduled position who has experienced a death in the family will be granted up to a defined number of regularly scheduled workdays off with pay. Up to five regularly scheduled workdays within seven consecutive calendar days from notice of death will be granted with pay because of the death of a spouse or child. Up to three regularly scheduled workdays within seven consecutive calendar days from notice of death will be granted with pay because of a death in the family, including a parent or grandparent of either, brother, sister, or person living as an integral member of the employee's household. Instead of taking the applicable, defined number of regularly scheduled workdays off within seven consecutive calendar days from notice of death, the time off may be granted to attend a funeral or memorial service scheduled more than seven consecutive days from notice of death, provided the time off is within a reasonable time period of the notice of the death.
- 9.02 Part-time nurses will qualify for funeral leave on a pro rata basis.

ARTICLE 10 JURY DUTY

A nurse who is required to report for jury service will be paid the difference between the nurse's regular straight-time pay and jury duty pay received, not to exceed ten days per calendar year.

ARTICLE 11 EDUCATIONAL/PROFESSIONAL LEAVE

11.01 Educational Leave:

A. **Unpaid Education Leave:** Nurses may request unpaid leaves of absence to attend professional activities such as, but not necessarily limited to, educational workshops, seminars, continuing education courses, and participation in bona fide activities of the Association. Such requests will be given equitable consideration and may be granted at the sole discretion of management.

B. **Paid Education Leave:**

- (1) After completing one year of service from the date of employment, each full-time nurse will be eligible for paid educational leave at the rate of 40 cumulative hours per year, to a maximum of 40 hours.

After completing one calendar year of service from the date of employment, each part-time nurse will be eligible for paid educational leave at the rate above, prorated based on the number of hours that the nurse normally works.

- (2) Educational leave must be for bona fide nursing education that will benefit both the Hospital nursing staff and the nurse. The nurse shall be prepared to make a written or oral presentation regarding his or her educational experience to the nursing staff at the completion of his or her educational leave. Compensation will be made for registration fees, travel, meals, lodging, and straight-time pay per diem.
- (3) This leave can include, but is not limited to, workshops, seminars, conferences, and professional Association activities that will benefit the Hospital, the nurse, or the profession. Educational leave will be subject to the final approval of the Hospital. Compensation will be made for registration fees, travel, meals, lodging, and straight-time pay per diem.
- (4) Eligibility for paid educational leave will be dependent on the nurse participating in at least 80 percent of the department meetings and in-services that have been designated as "required" by the nurse's department manager. If a nurse is on duty during the presentation of a department meeting or required in-service and cannot be relieved to attend or if the nurse has an excused absence, the nurse will receive credit toward the 80 percent requirement, as long as the nurse reads and initials a copy of

the minutes of the missed meeting or in-service. In implementing this requirement, the Hospital will count only in-services scheduled after the date of ratification of this Agreement or the nurse's date of hire, whichever is later. The percentage calculation described in this paragraph will be based on the prior calendar year. The Hospital will post in-service opportunities at least two weeks in advance and will schedule alternative dates for each in-service in order to increase a nurse's opportunity to attend. In-services falling within the above requirement will be designated as "required" at the time of posting.

- C. Nothing precludes the Hospital from assigning any nurse to educational leave at the Hospital's expense. When educational leave of more than 40 hours occurs because (1) it is at the request of the Hospital or (2) it is granted in order to accommodate the nurse's request, then the following will apply: The Hospital may require written agreement by the nurse that the nurse will continue working for the Hospital for at least nine months after the training is completed. In the event that a nurse should breach this agreement, the Hospital may deduct the cost of the training on a pro rata basis with one-ninth forgiven after each month worked. For example, if the nurse quits one month and 20 days after completing the training, he or she loses from the final pay eight-ninths of the cost of the training.

11.02 Professional Leave. After one year of continuous employment, professional leave for study, not to exceed one calendar year, will be granted without pay for full-time nurses.

11.03 Part-time nurses will qualify for educational/professional leave on a pro rata basis.

ARTICLE 12 SENIORITY

- 12.01 ~~For all nurses employed by the Hospital as of the ratification date of this Agreement,~~ "Seniority" means length of continuous service (calculated from the first date of employment with the Hospital in any capacity, **and notwithstanding Section 2.01, in any Hospital location**) with the Hospital and shall be cumulative on a Hospital-wide basis. ~~For all nurses employed by the Hospital after the ratification date of this Agreement, "Seniority" means the length of continuous service within the bargaining unit.~~
- 12.02 A nurse will lose all seniority rights and the employment relationship will be terminated for any of the following reasons:
- A. If the nurse quits for any reason and is not rehired within one year of the resignation date.
 - B. If the nurse is discharged for just cause.
 - C. If the Hospital discontinues or transfers operations.
 - D. If the nurse is absent for three consecutive working days without notifying the Hospital unless he or she has a valid reason. Valid reason is limited to a circumstance in which it is impossible for the nurse to notify the Hospital or to cause someone else to notify the Hospital on his or her behalf. For instance, having amnesia or being kidnapped would constitute a valid reason if the nurse were unable to notify the Hospital; being imprisoned would not constitute a valid reason because the nurse could get word to the Hospital.
 - E. If the nurse fails to notify the Hospital within five workdays after receiving notice of recall from the Hospital of his or her intention to return to work or fails to report for work after receiving notice of recall from the Hospital sent to the nurse's last address on file with the Hospital.
 - F. If the nurse is laid off for a period exceeding the nurse's length of service or ~~six~~ **twelve** months, whichever is less.
 - G. If the nurse is laid off before completing the newly hired period.
 - H. If the nurse does not return to work on the next scheduled workday following the expiration date of the vacation or approved leave of absence, unless the nurse provides a reasonable excuse which is acceptable to the Hospital.
 - I. If the nurse falsifies the reasons for a leave of absence.
- 12.03 Insofar as the efficient operation of the Hospital allows, and consistent with patient-care needs, the Hospital will exercise its best efforts to avoid laying off (temporarily or permanently) any nurse for lack of work. In situations requiring a reduction in work force, the Hospital will normally first equitably reduce the work force in accordance with

the provisions of Article 4.07(A) for low-census days. If the Hospital believes it necessary to reduce the nurses' work force through an actual layoff of nurses, **the Hospital will give the Association a minimum of 30 days notice detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Hospital will provide the Association with a list of open RN positions at the Hospital 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. Upon notice to the Association, representatives of the Hospital and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs, reduction of the scheduling of 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 Hospital will consider the options suggested by the Association, but will not be required to implement the suggested options.**

Layoff will occur on a departmental basis **any unit deemed necessary by the Hospital** starting with **volunteers, if any, then** the nurse or nurses with the lowest seniority. **Volunteers for layoff who would not otherwise have been selected based on their seniority will be offered severance benefits; such benefits will be offered at the level of 75% of the benefit available to non-represented employees based on the Hospital's severance policy then in effect.** Layoffs may require shift reassignments and part-time to full-time changes among remaining nurses, and a nurse who declines may be laid off. Recall from layoff will be departmental in inverse order of layoff. **The Hospital 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 position.**

All layoff and recall will be considered within a **unit** ~~department~~ on a seniority basis unless a less senior nurse is substantially better qualified. In addition, by order of seniority, laid-off nurses will have rights to recall in other **units** ~~departments~~ for which they are qualified ahead of new hires. Such a nurse will retain seniority rights in the **unit** ~~department~~ from which the nurse was laid off.

ARTICLE 13 JOB BIDDING

- 13.01 A nurse who desires to change shifts or move to another nursing unit in the Hospital shall make this desire known in writing to the appropriate unit manager, who will make good faith reasonable efforts to notify such nurse of openings that occur in the manager's unit for the subsequent three months.
- 13.02 The Hospital will post permanent vacancies online as they occur and at least seven calendar days prior to filling each position. If the Hospital elects to post a temporary vacancy, it must be posted at least seven calendar days prior to filling the position.
- 13.03 All other things being equal, such as skill, ability, job performance, and experience, qualified senior nurses will be given the first opportunity for advancement within their areas of experience and qualifications.
- 13.04 A casual call or part-time nurse, other than ones employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months, who regularly works the equivalent of a part-time or full-time nurse for such six (6) month period may request reclassification to part-time or full-time status consistent with such hours worked. In the event of a request under such circumstances, the position will be posted pursuant to this Article.

Letter of Agreement: Surgical Services Staffing

Within 60 days of ratification of this Agreement, two Surgical Services staff meetings will be held, one for OR nurses and one for PACU/Short-Stay/Pre-Admit nurses, to explore the possibility of posting some part-time positions specifically for OR and some part-time or full-time positions for PACU/Short-Stay/Pre-Admit nurses and giving the change for some casual call nurses in PACU/Short Stay/Pre-Admit to bid on positions with benefits. The parties acknowledge that in order to do this, the permanent schedules, including the standby schedules, might need to change. It might also reduce the number of hours available to work for casual call nurses currently.

During their staff meetings, if the parties (staff nurses and managers) cannot come to a consensus decision that makes these desired changes in FTE and status (full-time, part-time, casual call) for staff nurses and necessary schedule changes work to *everyone's* satisfaction, then the current FTE, casual call, and permanent schedule arrangement will remain in place as is currently contemplated in the staffing plan for the Hospital for the Operating Room and for PACU, Short-Stay and Pre-Admit.

ARTICLE 14 EMPLOYMENT STATUS

- 14.01 The Hospital has the right to hire, promote, and transfer and to discipline, suspend, and discharge for just cause.
- 14.02 A nurse employed by the Hospital will not become a regular employee until he or she has been continuously employed for 180 days.
- 14.03 All nurses shall give the Hospital not less than 14 calendar days' written notice of intended resignation.
- 14.04 The Hospital shall give any nurse 20 calendar days' written notice of the termination of the nurse's employment, or if less notice is given, then the difference between 20 working days and the number of calendar days of advance notice herein required will be paid to the nurse at his or her regular rate of pay, eight hours per working day. No such advance notice or pay in lieu thereof will be required, however, for nurses who are discharged for violation of professional nursing ethics or other just causes.
- 14.05 Any nurse who thinks he or she has been suspended, disciplined, or discharged without just cause may present a grievance for consideration under the grievance procedure.
- 14.06 Upon the termination of his or her employment, a nurse will be granted an interview with the Associate Administrator/Patient Services.
- 14.07 Nurses employed 12 months or more will be entitled to cumulative vacation or holiday benefits if involuntarily terminated, but those benefits will be waived on discharge for cause or for voluntarily quitting without notice under Article 14.03.

ARTICLE 15 PROFESSIONAL PATIENT-CARE COMMITTEE; COMPUTER COUNCIL

- 15.01 A Professional Patient-Care Committee will be established at the Hospital. The Hospital recognizes the responsibility of the Professional Patient-Care Committee to objectively recommend measures to improve patient care, will duly consider such recommendations, and will report any action taken to the Professional Patient-Care Committee.
- 15.02 The objectives of the Professional Patient-Care Committee are:
 - A. To consider constructively the practice of nurses;
 - B. To work constructively for the improvement of patient care and nursing practice;
 - C. To recommend to the Hospital ways and means to improve patient care and assist in implementing any recommended changes; and
 - D. To exclude from any discussion matters involving contract grievances or interpretation of this Agreement.

- 15.03 The Professional Patient-Care Committee is to be composed of four registered nurses employed at the Hospital and covered by this Agreement. The Committee members will be elected by the registered nurse staff at the Hospital.
- 15.04 The Professional Patient-Care Committee will schedule regular meetings not to exceed one meeting per month. Each Committee member will be entitled to two paid hours per month at his or her regular straight-time rate for the purpose of attending Committee meetings. The meetings are to be scheduled so as not to conflict with routine tasks.
- The Professional Patient-Care Committee shall prepare an agenda and keep minutes of all meetings, copies of which will be provided to the Associate Administrator/Patient Services, the Hospital Administrator, and the Association.
- 15.05 The Hospital may request special meetings with the Professional Patient-Care Committee, but such meetings are not to take the place of the regularly scheduled meetings of the Committee.
- 15.06 The Professional Patient-Care Committee may request meetings with the Hospital to discuss nurse staffing problems if, in the opinion of the Committee, a critical nurse staffing shortage affecting the nursing care of patients exists or constructive improvement relating to utilization of personnel should be considered, including the establishment of clinical classifications. At the request of the Committee, a representative of the Association may be in attendance at such a meetings. Recommendations will be given due consideration by the Hospital Administrator but will not be binding on the Hospital unless mutually agreed.
- 15.07 Recommendations presented in writing by the Committee will be responded to in writing by the Associate Administrator/Patient Services or the Hospital Administrator, whichever is appropriate.
- 15.08 When the Hospital implements a significant new computerized process involving the clinical practice of nurses, the Hospital will invite at least two bargaining unit nurses from the affected medical unit or units to participate on the Computer Council. The Computer Council will be the vehicle for the Hospital to gain input from the nurses on the efficacy of the system and the training that nurses desire and/or need on such newly-implemented system. One of the goals of the Computer Council is to have the new computer process be workable for the professional staff, with appropriate consideration given to the need for patient safety and quality patient care.

ARTICLE 16 PROFESSIONAL DEVELOPMENT

- 16.01 The Hospital agrees to maintain a continuing in-service educational program for all nurses covered by this Agreement. If a nurse is required by the Hospital to attend in-service educational functions outside of the nurse's normal shift, compensation will be at the straight-time established rate of pay.
- 16.02 As a condition of employment, nurses covered by this Agreement will be required to participate in a minimum of eight hours per year of in-service education.

- 16.03 Notice of in-service educational programs will be posted two weeks in advance in each nursing unit when possible.
- 16.04 An In-service Advisory Committee composed of three nurses elected by the general unit shall function in an advisory capacity to the designated in-service coordinator in planning all in-service programs.
- 16.05 The Hospital shall provide a written evaluation of each nurse covered by this Agreement at least once per year for the purpose of encouraging professional development. The evaluation will be performed by the nurse's immediate supervisor.

ARTICLE 17 ASSOCIATION BUSINESS

- 17.01 Duly authorized representatives of the Association will be permitted at all reasonable times to enter the facilities operated by the Hospital for the purpose of transacting Association business and observing conditions under which nurses are employed; provided, however, that the Association's representatives shall, upon arrival at the Hospital, notify the Hospital Administrator or designee of the intent to transact Association business. Transaction of any business is to be conducted in an appropriate location subject to the general Hospital and clinic rules applicable to nonemployees and is not to interfere with the work of the employees.

ARTICLE 18 GRIEVANCE/ARBITRATION

- 18.01 Any complaint alleging a violation of specific provisions of this Agreement will be resolved in accordance with this Article. Such a complaint, defined as a "grievance," must be presented in accordance with the Step 1 procedure set out at Article ~~18~~ 19.05 within 14 calendar days of the occurrence ("occurrence" is defined as the time when the alleged violation first became known to the nurse or the Association) that gave rise to the grievance and must be processed in accordance with the following steps, time limits, and conditions herein set forth. If the Hospital fails to give written response to the grievance within the time limit specified, the grievance may be immediately processed to the next step. If the Association or nurse fails to process a grievance in a timely manner or fails to observe the time limits or procedural requirements so specified herein, the grievance will be deemed to have been dropped by the Association or nurse and may not be resubmitted. Any deadline may be extended by express written agreement of both the Hospital and the Association. If anyone other than the personnel expressly identified below will attend any grievance meeting, this information must be communicated to the other party at least three working days before the meeting. During a nurse's probationary period, the nurse may present grievances under this Article to the same extent as a nurse, except that the question of a probationary nurse's continued employment shall be determined exclusively by the Hospital and shall not be subject to this Article.
- 18.02 The settlement of a grievance in any case is not to be made retroactive for a period exceeding 30 days prior to the date the grievance was first presented in writing.
- 18.03 Grievances may be processed during working time or nonworking time except that employees will not be paid for processing grievances during their working time.
- 18.04 These procedures can be extended by the mutual agreement of the parties.
- 18.05 Step 1 -- Within the first 14 calendar days after the occurrence, the nurse shall first take up the grievance in writing and clearly marked as a grievance with the nurse's immediate supervisor or, if the immediate supervisor is unavailable during the allotted time, with the nurse's next higher supervisor. If the aggrieved nurse requests, a unit representative or fellow unit member will be given an opportunity to be present. The meeting is to be set at a time of mutual convenience to be fixed by the supervisor. If the grievance is not settled or dropped pursuant to the meeting, the supervisor shall, within 14 calendar days after the meeting ends, give a written answer to the grievant and mail a copy to the Association representative.
- 18.06 Step 2 -- If the grievance is not settled in Step 1, the nurse may appeal it by giving written notice of appeal within 14 calendar days of receipt of the supervisor's written answer to the **Director of Nursing (unless the Director of Nursing is the supervisor, in which case the appeal shall be directed to the** Associate Administrator/Patient Services), who shall discuss the matter with the nurse. The **Director of Nursing or the** Associate Administrator/Patient Services shall give a written answer within 14 calendar days after the close of the discussion and mail a copy to the Association representative.

The Association may initiate a grievance at Step 2 if the grievance negatively affects five or more nurses.

- 18.07 Step 3 -- If the grievance is not settled in Step 2, the Association or grievant may appeal it by giving written notice of appeal to **the Associate Administrator/Patient Services (unless the Association Administrator hear the appeal at step two, in which case the Association or grievant may appeal it to** the Hospital Administrator) within 14 calendar days after receipt of the Associate Administrator/Patient Services' answer. The **Associate Administrator/Patient Services or the** Hospital Administrator shall discuss the matter with the Association representative. The **Associate Administrator/Patient Services or the** Hospital Administrator shall give a written answer within 14 calendar days after the close of the discussion.
- 18.08 Step 4 -- If the grievance is not settled in Step 3, it may be appealed to arbitration by a written notice given by the Association to the Hospital within 14 calendar days after receipt of the written answer by the Hospital representative **at step 3**.
- 18.09 If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any of the provisions of this Agreement, then either party may, upon written demand given to the other party within 14 calendar days after the Hospital's answer in the last step, submit the dispute or grievance to arbitration as follows:
- A. The Hospital and the Association will attempt to select an arbitrator from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. If an arbitrator cannot be agreed upon, the parties will follow the American Arbitration Association's procedures for selecting one.
 - B. The arbitrator's authority shall be limited to making a decision in accordance with the terms of this Agreement only. The arbitrator shall not have authority to add to, take from, or modify any of the provisions of this Agreement.
 - C. The cost of the arbitration is to be borne by the losing party. Any other expenses such as wages, fees, and living and traveling expenses of representatives or witnesses must be paid by the party incurring those expenses.
 - D. The arbitrator shall render his or her decision within 30 days after the grievance is submitted to him or her, unless the parties by mutual agreement extend that time limit.
 - E. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE 19 HEALTH AND WELFARE AND RETIREMENT

19.01 Laboratory examinations, when indicated because of exposure to communicable diseases at work, will be provided by Hospital, without cost to the nurse. Once each calendar year, the Hospital will provide routine blood examination (CBC) if medically necessary and ordered by a physician, at no cost to the nurse.

A. When expressly permitted by statute or regulation, the Hospital will disclose positive HIV results of patients to all nurses involved in the care of such patients. The Hospital shall also grant at no cost to the nurse HIV tests of the nurse as soon as practicable after the nurse informs the Hospital that he or she believes that he or she may have been exposed to the AIDS virus in the course of his or her duties. At the request of the nurse, subsequent tests will be offered at six weeks, twelve weeks, six months, and one year following the potential exposure to the AIDS virus. In addition, a nurse may request any treatment recommended by the Federal Centers for Disease Control, a department of Health and Human Services (the "CDC").

The Hospital agrees to pay for testing for and immunization against HBV for nurses who request it in accordance with the guidelines regarding Medical (1) published by the CDC.

To meet potential infectious exposures, the Hospital shall also make available at all times adequate face protection, full-length plastic aprons, and high-quality surgical gloves, and nurses shall use adequate protection in accordance with the guidelines regarding personal protective equipment published by the CDC.

19.02 The Association will work with the Hospital in establishing health standards for employment.

19.03 Each regular full-time nurse and regular part-time nurse may participate in the Hospital's flexible health-and-welfare benefits program offered to a majority of the Hospital's employees who are not in a bargaining unit, in accordance with its terms. Relief, on-call, and temporary nurses are not eligible to participate in the program. From the program, nurses may select: **(1) medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan) and, (2) dental coverage, (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care reimbursement account, (7) day care reimbursement account (8) long term disability coverage, (9) short term disability, and (10) vision coverage. The Hospital will offer all such benefits directly or through insurance carriers selected by the Hospital.** ~~a medical coverage and, at their option, coverage from among the following benefits: (a) dental coverage, (b) supplemental life insurance, (c) voluntary accidental death and dismemberment insurance, (d) dependent life insurance, (e) health care reimbursement account, (f) day care reimbursement account, and (g) vision care insurance. The Hospital will offer all such benefits directly or through insurance carriers selected by the Hospital.~~

19.04 For the year ~~2014~~ 2012, the design of the health insurance benefit will be governed by Appendix G, Health Insurance. **For 2015, the nurses will participate in the plan, as offered to the majority of the Hospital's nonrepresented employees; notwithstanding the foregoing, for 2015, the Hospital will maintain the following plan features as they were in 2014: (1) amount of net deductible (defined as each nurse's deductible based on coverage choice minus any Health Reimbursement Account contributions from the Hospital), (2) the percentage of employee premium contribution; and (3) the out of pocket maximum.**

19.05 ~~Beginning in 2012, an optional long term disability policy will be made~~ **is** available that covers the nurses' income up to at least 60% and begins paying benefits after no more than 180 days of absence from work.

19.06. Nurses will participate in the Hospital's retirement plans in accordance with their terms.

A. At the time of ratification, the retirement plans include:

- (1) the Core Plan (as frozen);
- (2) the Service Plan;
- (3) the Value Plan (403(b)); and
- (4) the 457(b) plan.

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

C. The Hospital may from time to time amend the terms of the plans described in this article; except (1) as limited by B above and (2) that coverage of nurses under A above shall correspond with the terms of coverage applicable to a majority of Hospital employees.

19.07 The Hospital will make available the pharmacy discount that is available to the majority of the Hospital's nonrepresented employees. This discount will apply only to purchases permitted by law for nurses and their dependent immediate family members.

19.08 Nurses agree to drug and alcohol testing as set forth at Appendix B.

19.09 Affordable Care Act.

A. The Hospital will comply with the provisions of the Affordable Care Act (ACA) which, beginning January 2015, require employers to offer medical insurance to employees who qualify by working a certain number of hours over a particular measurement period. The Hospital will offer such medical insurance to such qualifying nurses on the same basis that it does the majority of the Hospital's qualifying non-represented employees.

B. The parties acknowledge that the Hospital may be required by law to make changes to its medical plan design to comply with the Affordable Care Act or other applicable law or regulation. The parties agree that the Hospital does not have an obligation to bargain over such changes. The Association may request interim bargaining over the impact of such changes and the employer would be obligated to bargain in good faith over the impact of such changes.

ARTICLE 20 MANAGEMENT RIGHTS

- 20.01 Except as expressly abridged by a specific provision of this Agreement, the following are sole and exclusive rights of the Hospital: the management of the Hospital; the direction and control of the work force; the right to determine the means, methods, processes, materials, and schedules of operation; the right to alter, rearrange, change, extend, curtail, or discontinue the Hospital's operation, partially or completely; the right to determine the location of the Hospital's business; the right to determine the size and assignment of the Hospital's work force; the right to contract and subcontract for material, services, supplies, and equipment; the right to establish standards of performance and to determine whether any individual meets those standards; the right to establish and amend Hospital rules and regulations and require employees to observe them, as long as the rules and regulations do not amend the intent of any other provisions of this Agreement; and the right to suspend, demote, discipline, and discharge employees for just cause.
- 20.02 The foregoing enumeration of rights are not intended to be all-inclusive but are intended to be representative of the type of rights normally inherent to the Hospital. The Hospital's not exercising rights, powers, authority, and function reserved to it or its exercising them in a particular way is not to be deemed a waiver of those rights, powers or authority.
- 20.03 The Association recognizes this Agreement to be the minimum standard of employment. This Agreement should not be construed to limit management's right to compensate nurses over and above the specifications in this Agreement. The Hospital will inform the Association representative, however, of any application of this section when requested by the Association, but no more often than every six months.

ARTICLE 21 DURATION OF AGREEMENT

- 21.01 This Agreement will become effective upon ratification, and will remain in full force and effect through December 31, ~~2015~~ 2013, and from year to year thereafter unless modified, amended, or terminated in accordance with the following provisions.
- 21.02 If either party wishes to modify or amend any provision of this Agreement or to terminate this Agreement, as of December 31, ~~2015~~ 2013, or any subsequent anniversary date, notice of desire to modify, amend, or terminate this Agreement must be given by certified mail to the other party not more than 120 days nor less than 90 days prior to December 31, ~~2015~~ 2013, or any subsequent anniversary date.
- 21.03 If notice to modify or amend has been given, as provided above, and if the Association gives proper notice pursuant to Section 8(g) of the Labor Management Relations Act, as amended, and if no agreement has been reached by the expiration date of this Agreement, this Agreement will be considered terminated by the parties.
- 21.04 It is agreed that during the negotiations leading to the execution of this Agreement, the Association has had full opportunity to submit all items appropriate to collective bargaining; and that this Agreement incorporates the parties' full and complete understanding, superseding and invalidating any previous commitments of any kind, oral or written, and all prior employee and union rights and benefits not specifically incorporated in this Agreement. The specific provisions of this Agreement are the sole source of any rights that the Association or any member of this bargaining unit has to raise a grievance against the Hospital.

ARTICLE 22 SEPARABILITY

If any provision of this Agreement is at any time declared invalid or inoperative by any court of competent jurisdiction or through government regulations or decree, that decision will invalidate only the provisions involved, not the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

ARTICLE 23 SUCCESSORS

If the Hospital shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which transfers in whole or in part the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of the Agreement. Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any organization with which it seeks to make such an agreement as aforementioned, and if such notice is so given Hospital shall have no further obligations hereunder from the date of take-over.

ARTICLE 24 NO STRIKE -- NO LOCKOUT

- 24.01 Neither the Association nor any of its agents or members will during the term of this Agreement cause, permit, threaten, or participate in any strike, sympathy strike, walkout, slowdown, boycott, picketing, work stoppage, refusal to work, or any other interference in any form or manner whatsoever with the operation, management, or any other function of the Hospital. The Hospital agrees that it will not lock out nurses during the term of this Agreement.
- 24.02 The Hospital retains the right to discharge or otherwise discipline nurses who participate in any activity listed in Article 24.01. The Association shall have the right to file a grievance; however, the sole issue of such grievance shall be limited to whether or not such nurses participated in the prohibited activity.

ARTICLE 25 APPENDIXES

Appendix A and any successive supplements or addendums are intended to be part of this entire Agreement and are by this reference made a part hereof.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of this ____
day of _____, 2011.

**PROVIDENCE HOOD RIVER
MEMORIAL HOSPITAL**

OREGON NURSES ASSOCIATION

By _____

By _____

APPENDIX A

A.01 The following are the regular hourly rates of pay for all part-time and full-time nurses employed under the terms of the Agreement:

Effective upon ratification: 2.5% across the board increase.

Effective the first pay period including January 1, 2015: 1.5% across the board increase.

If this agreement is ratified by March 28, 2014, all across-the-board wage rate increases will be made retroactive to January 1, 2014.

Step	Pay period including January 1, 2011	Pay Period including January 1, 2012	Pay period including January 1, 2013
Start	\$ 30.98	\$ 31.60	\$ 32.23
After 1	\$ 31.85	\$ 32.49	\$ 33.14
After 2	\$ 32.86	\$ 33.52	\$ 34.19
After 3	\$ 33.84	\$ 34.52	\$ 35.21
After 4	\$ 34.82	\$ 35.52	\$ 36.23
After 5	\$ 36.85	\$ 37.59	\$ 38.34
After 7	\$ 38.33	\$ 39.10	\$ 39.88
After 8	\$ 38.69	\$ 39.46	\$ 40.25
After 10	\$ 39.41	\$ 40.20	\$ 41.00
After 13	\$ 40.66	\$ 41.47	\$ 42.30
After 14	\$ 41.05	\$ 41.87	\$ 42.71
After 16	\$ 41.83	\$ 42.67	\$ 43.52
After 19	\$ 43.06	\$ 43.92	\$ 44.80
After 22	\$ 44.34	\$ 45.23	\$ 46.13
After 25	\$ 45.69	\$ 46.60	\$ 47.54
After 27	\$ 46.48	\$ 47.41	\$ 48.36

A.02 The following are the regular hourly rates of pay for all casual call nurses employed under the terms of the Agreement:

Effective upon ratification: 2.5% across the board increase.

Effective the first pay period including January 1, 2015: 1.5% across the board increase.

If this agreement is ratified by March 28, 2014, all across-the-board wage rate increases will be made retroactive to January 1, 2014.

Casual Call Step	Pay period including January 1, 2011	Pay Period including January 1, 2012	Pay period including January 1, 2013
Start	\$ 36.17	\$ 36.89	\$ 37.63
After 1	\$ 37.20	\$ 37.94	\$ 38.70
After 2	\$ 38.37	\$ 39.14	\$ 39.92
After 3	\$ 39.53	\$ 40.32	\$ 41.13
After 4	\$ 40.68	\$ 41.49	\$ 42.32
After 5	\$ 41.61	\$ 42.44	\$ 43.29
After 7	\$ 43.28	\$ 44.15	\$ 45.03
After 8	\$ 43.69	\$ 44.56	\$ 45.46
After 10	\$ 44.51	\$ 45.40	\$ 46.31
After 13	\$ 45.88	\$ 46.80	\$ 47.73
After 14	\$ 46.32	\$ 47.25	\$ 48.19
After 16	\$ 47.23	\$ 48.17	\$ 49.14
After 19	\$ 48.63	\$ 49.60	\$ 50.59
After 22	\$ 50.06	\$ 51.06	\$ 52.08
After 25	\$ 51.58	\$ 52.61	\$ 53.66
After 27	\$ 52.47	\$ 53.52	\$ 54.59

A.03 In addition to the regular hourly rates of pay listed above, a shift differential will be paid as follows:

- a. evening-shift differential of \$2.00 per hour for all hours worked between 1500 and 2330;
- b. night shift differential of \$5.00 per hour for all hours worked between 2300 and 0730.

A.04 A nurse temporarily assigned to a higher position for eight consecutive hours or more will be compensated at no less than the minimum rate of pay applicable to the higher position or one step above his or her regular rate of pay, whichever is higher.

A.05 A full-time or part-time nurse will progress to the next step on the wage scale set forth in Section A.01 at the end of the time specified, on the employee's anniversary date. A short-hour or casual call nurse will progress according to the year-to-year wage progression set forth in Section A.01 above at the end of each anniversary date, provided that the nurse has worked at least 1,000 hours in that year. If a short-hour or casual nurse has not worked 1,000 hours during any anniversary year, advancement to the next wage step will be delayed until completion of 1,000 hours of work. Computation of 1,000 hours in the following years will commence upon completion of the prior 1,000-hour requirement.

Nurses must accumulate at least 20 hours of continuing education/department in-services annually in order to be eligible for movement to the next step set forth in Appendix A.

- A.06 Each new hire will be placed on the salary schedule commensurate with the nurse's years of experience and qualifications in the area in which he or she will be assigned, less one year.
- A.07 A nurse working on a weekend will be paid a differential of \$1 per hour.
- A.08 If the Hospital or the Association becomes affiliated with a qualified credit union during the term of this Agreement and if the Hospital check-preparation service can accommodate this deduction, nurses may make contributions to the credit union through payroll deduction.
- A.09 If a nurse believes that an error has been made in a paycheck, the nurse must bring the suspected error to the attention of the Hospital's payroll department as soon as possible. The payroll department shall investigate promptly, and any amount owed to the nurse must be paid as soon as practicable. Pay stubs must show accrued annual leave and sick leave. Pay stubs must also indicate the number of overtime hours paid for the current pay period. The figures recorded on the pay stub are subject to the capabilities of the service used by the Hospital.
- A.10 The Hospital will pay a 5 percent differential to any nurse who consents to serve as a preceptor as designated by the Hospital to assess the learning needs of a nurse plan the nurse's learning program; implement the program; provide direct guidance and supervision to the nurse during the program; and, in conjunction with the nurse manager and/or designee, evaluate the nurse's progress during the program. The differential will be paid only during those hours when the preceptor is actively training a preceptee. For purposes of this differential, a "nurse" will include a student nurse who is performing an internship or Capstone program.
- A.11 Nothing in this Agreement restricts the Hospital either from offering additional incentive to a nurse applicant or from requiring the nurse to repay the cost of the incentive from the nurse's final pay if he or she leaves the employ of the Hospital after working less than one full year.
- A.12 The Hospital will contribute up to \$1.50 per round trip for transportation costs as part of the wages of a nurse who lives in Washington state.
- A.13 A regular, full-time or short-term bilingual nurse who has passed the language test and is properly certified under criteria solely determined by the Hospital and whose language in addition to English is one that has been approved by the Associate Administrator/Patient Services as being necessary to the efficient provision of nursing care at the Hospital **and who is serving as a medical interpreter** will receive on the one-year anniversary of his or her certification and annually thereafter a payment of ~~\$425~~ **\$500**. A regular part-time nurse who is so certified will receive a pro rata payment based on hours worked during the preceding 12 months. To qualify for payment under this provision, the nurse must be employed by the Hospital on each 12-month anniversary date of certification.

- A.14 The Hospital will pay a regular full-time or part-time or short-hour nurse a differential of ~~\$15~~ **\$16.00** per hour for all "open" shifts that the nurse volunteers to cover. Any nurse who is working on such "open" shift will be assigned as the "second" nurse, where possible. In the event the Hospital determines that low-census is necessary on the operational unit to which the nurse on the "open" shift is assigned, the nurse will have the option of floating to another operational unit (if such floating is needed by the Hospital) or being placed on call. Shifts are "open" for this purpose only if the Hospital has exhausted recruits from the on-call and casual list.

This premium will apply to casual call nurses only when the Hospital needs to fill a position that is designated as an "open shift" and only after the casual nurse has completed his or her minimum working obligations as set forth in Article 1.08. If a full- or part-time or short-hour nurse is called with less than six hours' notice and the nurse agrees to work some or all of the needed hours, he or she will receive this premium.

An "open" shift is defined as one that is not filled when the schedule is posted in accordance with this Agreement, sudden vacancies that occur after the schedule has been posted (due to illness or other unforeseen circumstance), or an additional shift that is added due to increased census or acuity.

- A.15 The Hospital will make good-faith reasonable efforts to schedule assigned call time equitably, with consideration given to relative FTE status.
- A.16 The Hospital has the right to assign a nurse to float to a unit other than the unit to which the nurse is normally assigned, except nurses currently employed in the Family Birth Center had a one-time option in 2001 to choose, in writing, whether to float or not.
- A.17 The Hospital will pay a nurse who is required to float to a different operational unit a differential of \$2.25 per hour for all hours worked in an operational unit other than the nurse's normal operational unit.

APPENDIX B
Drug and Alcohol Policy

PHILOSOPHY:

In keeping with the Hospital's mission to create an environment of caring, the Hospital recognizes alcohol/drug dependency as a disease with serious consequences for its employees, their co-workers, and the patients who trust the Hospital for their care. Therefore, all attempts will be made, within the scope of the relevant laws, to protect the patients and co-workers and to provide a uniform method of management in dealing with the alcohol/drug-dependent employee.

OBJECTIVES:

- A. To recognize that employee involvement with drugs and alcohol can have a significant impact on the workplace and can present serious risk to the employee involved, to co-workers, and to others.
- B. To establish guidelines to ensure a safe, alcohol/drug-free work force.
- C. To facilitate recovery of impaired employees through problem identification, intervention, and possible treatment.
- D. To increase productivity, maintain quality services, reduce accidents, and lower the costs of health services.
- E. To notify employees that except in limited circumstances, involvement with drugs and alcohol on the job is prohibited and that submission to drug/alcohol testing may be required as a condition of continued employment.
- F. To communicate the potential consequences for violating this policy.

POLICY:

- A. The Hospital is concerned about the welfare of its employees and desires a healthy, drug-free work force.
- B. The Hospital will require pre-employment drug and alcohol testing.
- C. Employees are subject to discipline up to and including discharge for use, possession, sale, transfer, offering, or being under the influence of alcohol or any narcotic, hallucinogen, stimulant, sedative, or drug while on Hospital premises or while on Hospital time. The following are the only exceptions to this rule:
 - 1. An employee may possess or use as directed a drug that is prescribed for that employee by a physician and that does not impair safe or efficient job performance.

2. Alcohol may be served on Hospital grounds by physician order. For example, this exception is intended to cover the times when a family requests champagne at the birth of their child.
3. Alcohol may be served at social functions that are sanctioned by Hospital administration and approved by the Hospital Administrator.

At no time may an employee who uses prescribed drugs or consumes alcohol under these exceptions use these substances to the extent that he or she becomes "under the influence."

IMPORTANT: The conduct prohibited by this rule includes consumption of any amount of such substances during breaks or lunch periods or on the job. An employee who tests positive for any other substance regulated by this policy will be deemed "under the influence" for purposes of this rule.

- D. When a manager or supervisor has reasonable suspicion that an employee has used or is under the influence of a substance regulated by this policy, the manager or supervisor will initiate an investigation in accordance with the procedures below.
- E. The Hospital will not engage in random alcohol or drug testing of the general employee population.
- F. Test results will be given to the department manager or nursing supervisor in the manager's absence. If the test results are positive, a second and confirming test that has accepted scientific credibility will be performed. A record of the test results will be maintained under strict control and confidentiality in the personnel office.
- G. All employees must abstain from alcohol or other substances regulated by this policy while on "on-call" status.

PROCEDURE/RESPONSIBILITY:

- A. When a manager/supervisor has reasonable suspicion that an employee is under the influence of alcohol or another substance regulated by this policy, he or she will:
 1. Find another member of the Hospital's management staff to verify the suspicions or actions and document the behavior.
 2. Confront the employee with the suspicion if the two managers agree that there are reasonable grounds to suspect that the employee is under the influence of alcohol or drugs. This will be done at a suitable location that will promote privacy and freedom from distractions.
 3. If the employee denies using or being under the influence of a substance regulated by this policy and the manager/supervisor and second staff member both still believe the employee to be under the influence of or to have used a substance in violation of this policy:

- a. Obtain employee consent for lab personnel to collect specimen(s) for alcohol/drug testing.
 - b. Lab personnel will be responsible for overseeing the specimen collection for alcohol/drug testing.
 - c. Send the employee off duty after the interview and specimen-collection process.
 - d. Arrange transportation for the employee to his or her home. A taxi may be called, if necessary, at Hospital expense. If the test is negative, the employee will be compensated for the loss of any scheduled work time on the shift from which he or she was sent home at the rate of double time and for the remainder of any other scheduled lost time at the rate of time and one-half.
 - e. Refer information on the incident and subsequent testing to the personnel director as soon as possible.
- 4. If the employee does not consent to a drug test:
 - a. Provide/arrange transportation home for the employee immediately.
 - b. At the earliest opportunity, contact the personnel director and proceed with disciplinary action, up to and including termination, based on observable behavior and/or refusal to consent to a drug test.
- B. Results of the tests will be forwarded to the personnel director.
- C. If the Hospital determines from test results or from an employee admission that the employee used or was under the influence of a prohibited substance or violated this policy in any other way, appropriate disciplinary action will be taken.
- D. The employee will be allowed to provide evidence of prescription usage. Discipline may be imposed for improper use of a prescription drug or for use of a prescription drug that impairs safe or efficient work performance.
- E. Although the Hospital recognizes that alcohol and drug abuse can be successfully treated and is willing to work with an employee who may suffer from such a problem, it is the employee's responsibility to seek assistance before the Hospital begins investigatory or disciplinary actions against the employee. Once the Hospital has begun investigatory or disciplinary procedures, the employee's willingness to seek assistance with a substance-abuse problem will not "excuse" the violation and generally will have no bearing on the determination of an appropriate penalty. The Hospital will take strong action against employees who do not seek treatment on their own.

If an employee believes that he or she has a problem involving the use of alcohol or drugs, the employee should ask a supervisor or the personnel director for assistance. In the case of such a request:

1. The employee will ordinarily be referred for assessment and referral to an appropriate program, or directly to a substance abuse program.
 2. A medical leave of absence will take effect if the employee so chooses.
 3. A "Performance Contract" (copy attached) must be signed before the employee returns to work.
 4. If the employee refuses treatment, the employee may be terminated.
- F. It is recognized that, consistent with medical ethics and Hospital standards, it is appropriate for an employee to responsibly express a concern over the possible violation of this policy by another employee.

EMPLOYEE CONSENT TO URINE TESTING FOR ALCOHOL/DRUGS

1. I, _____, hereby authorize Providence Hood River Memorial Hospital personnel to collect urine specimen(s) for testing for alcohol and/or drug levels.
2. I understand that the specimen will be sent to _____ for testing.
3. I hereby authorize _____ to furnish the test results to Providence Hood River Memorial Hospital.
4. I understand and agree that _____ is not responsible for the consequences of this information being given to Providence Hood River Memorial Hospital.
5. Release of these test results to any other party will require a further specific written consent by me.

I HAVE TAKEN THE FOLLOWING PRESCRIPTION AND OVER-THE-COUNTER MEDICATIONS WITHIN THE LAST TWO WEEKS:

6. I certify that this is my urine specimen, that I have initialed my custody seal, and that I have applied this seal to my urine specimen(s).

DATED: _____ Signature: _____

DATED: _____ Witness: _____

NOTE: Refusal to sign this consent form without qualification or refusal to give the above requested sample may result in disciplinary action up to and including dismissal.

PERFORMANCE CONTRACT

AGREEMENT TO CONDITIONS OF CONTINUING EMPLOYMENT

I, _____, understand that my reinstatement to employment by Providence Hood River Memorial Hospital is based on the following terms:

1. I accept admission to an alcohol/drug recovery program.
2. I recognize the importance of the involvement of my spouse and adult children in my recovery program.
3. I will comply with all of the program requirements to their successful conclusion.
4. I recognize the adverse impact that working overtime may have on my recovery and waive my rights to assignment to overtime.
5. I understand that my previous job performance warrants close supervision for a minimum of six months upon return to work, and I will accept such supervision as a constructive part of my recovery.
6. I understand that upon return to the workplace, I must meet all established standards of conduct and job performance and that I will continue to be subject to the Hospital's disciplinary procedures for any failure to meet these standards. I understand further that I must comply with the Hospital's Drug and Alcohol Policy.
7. I agree that for six months following the date below, I will be subject to a random drug-screening procedure. This will be done at the discretion of my manager/supervisor.
8. I understand that I will be subject to the terms of this Performance Contract until I have completed at least six months of work. Upon completion of six months of work, my manager will review my job performance and recovery progress and determine whether the terms of this Performance Contract will be removed or continued for a maximum of 30 additional days.
9. I understand that if I am a union-represented employee, a copy of this Performance Contract will be provided to the union.

I understand and agree that my reinstatement and continued employment are contingent upon my satisfactorily meeting all the above terms of this Performance Contract and that my failure to do so relinquishes all defenses on my part and subjects me to immediate termination of my employment with Providence Hood River Memorial Hospital.

DATED: _____ Signature: _____

**LIST OF POSITIVE CUTOFF LEVELS AND DETECTION TIMES
FOR DRUGS OF ABUSE IN URINE:**

SUBSTANCE	EMIT SCREEN	CG/MS CONFIRMATION	DETECTION TIMES
Amphetamines	300 ng/mL	500 ng/mL	2-3 days
Methamphetamines	1000 ng/mL	500 ng/mL	2-3 days
Barbiturates	300 ng/mL	250 ng/mL	
Secobarbital			1-2 days
Phenobarbital			10-14 days
Benzoyllecognine (cocaine metabolite)	300 ng/mL	150 ng/mL	10-14 days
Opiates			
cocaine	300 ng/mL	300 ng/mL	2-4 days
morphine	300 ng/mL	300 ng/mL	2-3 days
THC (as metabolite)	100 ng/mL	15 ng/mL	variable
	50 ng/mL		2-30+ days
	20 ng/mL	15 ng/mL	
PCP	25 ng/mL	25 ng/mL	2-3 days
Propoxyphene	300 ng/mL	250 ng/mL	

APPENDIX C
Home Health and Hospice Nurses

Because home health and hospice nurses ("HH&HN"s) are covered by the Agreement and their schedules are sufficiently different from those of Hospital nurses, the Hospital and the Association agree as follows:

1. **Work Day/Work Week.** The work day for HH&HNs will be ten (10) hours, of which eight (8) hours will be for scheduled appointments, travel, telephone calls and charting, and two (2) hours will be set aside for travel, telephone calls, and charting only. The work week will be 40 hours.
2. Telephone. Each HH&HN shall maintain a telephone log and will be paid each pay period at the HH&HN's regular straight-time rate **or overtime rate** for time spent on the telephone. This time is ~~not subject to a two-hour minimum or any premium pay other than shift differential.~~
3. **Shift Differential.** HH&HNs will receive evening differential after 6:30 p.m. and night differential after 11 p.m., with weekend differential on the weekends.
4. Schedule. The HH&HN schedule (days to be worked) will be posted as usual and may be modified by the Hospital **in accordance with Section 4.07 of this Agreement.** ~~up to one week before the day in question without penalty to the Hospital. Within the day to be worked, the Hospital may adjust an HH&HN's appointment schedule at any time, so long as the Hospital does not take any expected work from the HH&HN. Appointments so scheduled will be paid at the HH&HN's regular straight-time rate.~~
5. **Standby/Call Out.** If an HH&HN is called out to an unscheduled appointment while on call ~~on a or a weekend~~, the HH&HN will be paid time and one-half premium with a two-hour minimum. The two-hour minimum now applies only to the first such call-out ~~that weekend day~~. If an HH&HN agrees to take an unscheduled appointment while not on call/**standby**, the HH&HN will be paid at his or her regular straight-time rate.
6. Overtime. An HH&HN will receive overtime for all time ~~actually~~ worked ~~(excluding paid travel time) over eight (8), nine (9), over ten (10), or 12 (twelve) hours per day depending on their regularly scheduled shift length and over 40 hours (including travel time) in a week.~~
7. Travel Time. The HH&HN shall maintain a travel log and will be paid each pay period at the HH&HN's regular straight-time rate for actual time spent in travel. When travel time occurs **during** ~~in a call-out/on-call weekend~~, it will be counted as part of the two-hour minimum and paid at the time and one-half rate. Travel time is to be included in calculating overtime after 40 hours in a workweek ~~but not in calculating overtime over eight (8), nine (9), ten (10), or 12 (twelve) hours per day depending on their regularly scheduled shift length~~ **and after 40 hours in a work week.**

APPENDIX D
Permanent schedules

Because the Hospital and the Association recognize that permanent schedules will be beneficial to both parties, but will take time to prepare, the parties agree to follow the following ground rules for the process of determining the master schedule:

- Both parties are relieved from all weekend restrictions and penalties set out in the Agreement, except for the weekend shift differential, in developing and implementing the permanent schedule, with the understanding that each nurse will work a fair share of weekends.
- In formulating the permanent schedule, the Hospital and the Association will present for discussion schedules that each finds workable, and the Hospital will get nurses' input in formulating the permanent schedules.
- Whenever the Hospital formally meets with a nurse about forming a permanent schedule, the Association team will be notified and a member will be invited to attend.

The Hospital and the Association agree that once the permanent schedules are in place, the following rules apply:

- Since the schedules are formed by the Hospital with input from the nurses, both are relieved from all weekend restrictions and penalties in the Agreement, except for the weekend shift differential, regarding the permanent schedule. This is done with the understanding that each nurse will work a fair share of weekends. For example, even though Article 4.02(C) requires that each nurse be scheduled to work every other weekend, no party will claim a breach of the Agreement if the permanent schedules do not reflect this.

The Hospital may always change permanent schedules to accommodate an employee's disability or religious needs.

The Hospital will find recruits to fill openings in the permanent schedule created by annual leave of two days or more, bereavement, jury duty, and sick days on the permanent schedule.

The Hospital will not find replacements for single days of annual leave after the schedule has been posted; the nurse whose permanent schedule will be affected will be responsible for finding a qualified replacement nurse whose working that shift will not require overtime pay.

Permanent schedules will be altered by the Hospital to rotate holidays in accordance with Article 5.02.

If an opening on the permanent schedule cannot be filled by recruitment efforts within 45 days of the creation of the vacancy, the Hospital may rewrite that department's permanent schedule, with input from the nurses at a staff meeting or similar setting.

If an individual nurse or a group of nurses feels the permanent schedule on their unit requires alteration he or she should approach his or her manager and demonstrate that a consensus of all the nurses on his or her unit want to make a change either with a signed letter or petition. Upon presentation of a signed letter of petition of all of the nurses on a unit, the Hospital may rewrite that department's permanent schedule, with input from the nurses at a staff meeting or similar setting.

Within 60 days ratification of this agreement, the nurses and the managers on each unit will collaborate to write down that unit's permanent schedule as it then exists. Copies of each unit's permanent schedule will be forwarded to the Hospital Staffing Committee. Each unit's permanent schedule will become an addendum to the individual unit's staffing plan.

In order to allow for some flexibility in scheduling and to provide coverage when other nurses are absent (leaves of absence, sick leave, annual leave, etc.) the Hospital will have the right to have a limited number of FT or PT nurse positions on each unit that do not have a permanent schedule. That number will be agreed to by both the Hospital and the nurses on the unit.

Once a nurse has bid into a position or is placed on a permanent schedule he or she will not be required to move to a position without a permanent schedule.

APPENDIX E
Certification

1. Certification Differential

- a. A nurse who has one of the certifications listed below that is current and on file with the Hospital will receive a certification differential of **\$1.80** per hour **(\$1.90 in the first pay period that includes January 1, 2015)** ~~\$1.60 (\$1.70 in the first pay period that includes January 1, 2012)~~

ANCC	Certified Home Health Nurse
ABNS	Hospice and Palliative Care
ANCC	Perinatal Nursing
ANCC	Medical Surgical
ANCC	Home Health
CAPA	Certified Ambulatory Perianesthesia Nurses
CCRN	Critical Care Registered Nurse
CORN	Certified Operating Room Nurse
CEN	Certified Emergency Nurse
CGRN	Certified Gastroenterology Registered Nurse
CPAN	Perianesthesia Nursing
CRNI	Infusion Nursing
IBCLC	International Board Certified Lactation
RNC	Registered Nurse Certified
WOCN	Wound Care

- b. Eligibility for any certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to the Hospital of certification renewal before that date. If the proof is submitted to the Hospital after that date, the certification differential will be resumed beginning with the first full pay period following the submission. Only one certification differential will be recognized at a time for the purposes of this Article. Nurses with multiple recognized certifications will receive certification differential for only one at a time.

2. **Tuition for Classes to Obtain Certification.**

The Hospital will reimburse nurses for up to a total of \$500 (\$300 for part-time nurses) for (a) the cost of the tuition or registration fees necessary to take classes to obtain one of the certifications listed in paragraph 1.b above; or (2) expenses incurred related to courses or exams necessary to obtain certification (such as travel or exam fees). A nurse will be entitled to such reimbursement only for a certification that is relevant to the position in which the nurse spends the majority of his or her work hours.

APPENDIX F
Call in and On-Call Pay

- A. Call in and call pay.
 - 1. Nurses on-call will be paid a differential of \$5.00 per hour. Ten percent of all scheduled on-call hours will be counted as hours worked for purposes of accruing benefits, seniority, and step increases.
 - 2. The Hospital will pay a regular full-time, part-time, or short-hour nurse a differential of \$11 per hour for all “on-call, low-census open shifts”.
 - 3. Any nurse on call who is called in to work will be paid time and one-half the nurse's regular hourly rate for all hours worked when called in to work, regardless of the number of hours worked during the nurse's regular shift. A nurse will be paid for a minimum of two hours under this section when called in, regardless of the number of hours worked.
 - 4. The Hospital will make good faith reasonable efforts to schedule assigned call time equitably, with consideration given to relative FTE status including nurses who are casual call.
- B. Call in and call pay in Surgical Services.
 - 1. Nurses on-call in Surgical Services will be paid a differential of \$5.00 per hour. Ten percent of all scheduled on-call hours will be counted as hours worked for purposes of accruing benefits, seniority, and step increases.
 - 2. The Hospital will pay a regular full-time, part-time, or short-hour nurse in surgical services a differential of \$11 per hour for all “on-call, low-census open shifts”.
 - 3. Any nurse on call who is called in to work will be paid time and one-half the nurse's regular hourly rate for all hours worked when called in to work, regardless of the number of hours worked during the nurse's regular shift. A nurse will be paid for a minimum of two hours under this section when called in, regardless of the number of hours worked.
 - 4. The Hospital will make good faith reasonable efforts to schedule assigned call time equitably, with consideration given to relative FTE status including nurses who are casual call.
 - 5. Nurses who are called in will be afforded an opportunity for adequate rest at a minimum of **eight (8)** ~~42~~ hours before reporting to work for their next scheduled shift. If the employer cannot provide for adequate rest, the nurse will be paid time and a half for all hours worked on his or her scheduled shift following the hours actually worked due to call (call in).

APPENDIX G HEALTH INSURANCE

The Hospital and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Hospital's employees, provided, however, that the Hospital agrees that the plan will have the following provisions in 2014:

Medical Benefit Design In Network

<u>Plan Feature</u>	<u>Health Reimbursement Medical Plan</u>	<u>Health Savings Medical Plan</u>
<u>Annual deductible</u>	<u>\$1,150 per person</u> <u>\$2,300 max per family</u>	<u>\$1,500 employee only</u> <u>\$3,000 if covering dependents</u>
<u>Annual out-of-pocket maximum (does not include deductible)</u>	<u>\$2,150 per person</u> <u>\$4,300 per family</u>	<u>\$1,500 employee only</u> <u>\$3,000 if covering dependents</u>
<u>Preventive Care</u>	<u>No Charge</u>	<u>No Charge</u>
<u>Primary Care Provider visits (non-preventive)</u>	<u>PCP: \$20 copay</u> <u>Specialist: 20% after deductible</u>	<u>After deductible:</u> <u>PCP: 10%</u> <u>Specialist: 20%</u>
<u>Lab and x-ray</u>	<u>20% after deductible</u>	<u>20% after deductible</u>
<u>Alternative care (chiropractic, acupuncture)</u>	<u>20% after deductible</u> <u>Combined 12 visit limit per calendar year</u>	<u>20% after deductible</u> <u>Combined 12 visit limit per calendar year</u>
<u>Naturopathy</u>	<u>Covered as Specialist</u>	<u>Covered as Specialist</u>
<u>Behavioral health care providers</u>	<u>No Charge</u>	<u>20% after deductible</u>
<u>Outpatient hospital/surgery facility fees (except hospice, rehab)</u>	<u>PH&S: 10% after deductible</u> <u>Other in-network: 25% after deductible</u>	<u>PH&S: 10% after deductible</u> <u>Other in-network: 25% after deductible</u>
<u>Inpatient hospital facility fees, including behavioral health</u>	<u>PH&S: 10% after deductible</u> <u>Other in-network: 25% after deductible</u>	<u>PH&S: 10% after deductible</u> <u>Other in-network: 25% after deductible</u>
<u>Hospital physician fees</u>	<u>20% after deductible</u>	<u>20% after deductible</u>
<u>Emergency room</u>	<u>\$250 copay (waived if admitted)</u>	<u>20% after deductible</u>
<u>Urgent Care</u>	<u>20% after deductible</u>	<u>20% after deductible</u>
<u>Maternity Preventive Care</u>	<u>No Charge</u>	<u>No charge</u>
<u>Pre-natal, Delivery, and Post-natal Provider Care</u>	<u>No Charge</u>	<u>No Charge (Delivery/Post-Natal: same as hospital stay)</u>
<u>Maternity Hospital Stay and Routine Nursery</u>	<u>PH&S: 10% after deductible</u> <u>Other in-network: 25% after deductible</u>	<u>PH&S: 10% after deductible</u> <u>Other in-network: 25% after deductible</u>

Medical Premiums

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) pay periods for the year.

Tentative Agreement with Recommendation to Ratify
March 12, 2014, 1:15 p.m.

<u>Level of Benefit</u>	<u>Health Reimbursement Medical Plan</u>		<u>Health Savings Medical Plan</u>	
<u>Full Time</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>
<u>Employee Only</u>	<u>\$11.50</u>	<u>5% of premium</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>Employee and child(ren)</u>	<u>\$22.50</u>	<u>8% of premium</u>	<u>\$21.00</u>	<u>15% of premium</u>
<u>Employee and Spouse/Partner</u>	<u>\$30.50</u>	<u>8% of premium</u>	<u>\$35.50</u>	<u>15% of premium</u>
<u>Employee and Family</u>	<u>\$42.00</u>	<u>8% of premium</u>	<u>\$57.00</u>	<u>15% of premium</u>
<u>Part Time</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>
<u>Employee Only</u>	<u>\$24.00</u>	<u>10% of premium</u>	<u>\$24.00</u>	<u>10% of premium</u>
<u>Employee and child(ren)</u>	<u>\$42.50</u>	<u>13% of premium</u>	<u>\$52.50</u>	<u>20% of premium</u>
<u>Employee and Spouse/Partner</u>	<u>\$55.00</u>	<u>13% of premium</u>	<u>\$71.50</u>	<u>20% of premium</u>
<u>Employee and Family</u>	<u>\$73.50</u>	<u>13% of premium</u>	<u>\$100.00</u>	<u>20% of premium</u>

Prescription Drugs

<u>Plan Feature</u>	<u>Health Reimbursement Medical Plan</u>	<u>Health Savings Medical Plan</u>
<u>Providence Pharmacies (30-day supply)</u>	<u>Preventive: No Charge</u> <u>Generic: \$10 copay per Rx</u> <u>Formulary brand: 20% of cost</u> <u>(maximum cost is \$150 per Rx) after</u> <u>deductible.</u> <u>Non-Formulary brand: 40% of cost</u> <u>(maximum cost is \$150 per Rx) after</u> <u>deductible</u> <u>Specialty 20% after deductible</u>	<u>Preventive: No Charge</u> <u>Generic: 10% after deductible</u> <u>Formulary brand: 20% (maximum</u> <u>cost is \$150 per Rx) after</u> <u>deductible</u> <u>Non-formulary brand: 40%</u> <u>(maximum cost is \$150 per Rx)</u> <u>after deductible</u> <u>Specialty 20% after deductible</u>
<u>Other Retail: (30 day supply)</u>	<u>Preventive: No Charge</u> <u>Generic: \$10 copay per Rx</u> <u>Formulary brand: 30% of cost</u> <u>(maximum cost is \$150 per Rx) after</u> <u>deductible.</u> <u>Non-Formulary brand: 50% of cost</u> <u>(maximum cost is \$150 per Rx) after</u> <u>deductible</u> <u>Specialty 20% after deductible</u>	<u>Preventive: No Charge</u> <u>Generic: 10% after deductible</u> <u>Formulary brand: 30% (maximum</u> <u>cost is \$150 per Rx) after</u> <u>deductible</u> <u>Non-formulary brand: 50%</u> <u>(maximum cost is \$150 per Rx)</u> <u>after deductible</u> <u>Specialty 20% after deductible</u>
<u>Mail order (90 day supply)</u>	<u>Same as Providence and retail</u>	<u>Same as Providence and retail</u>

Medical Savings Account

Nurses will have a choice of either a Health Reimbursement Account (HRA) or a Health Savings Account (HSA).

<u>Plan Feature</u>	<u>Health Reimbursement Medical Plan</u>	<u>Health Savings Medical Plan</u>
<u>Contribution</u>	<u>\$700 Individual</u> <u>\$1400 Family</u>	<u>\$700 Individual</u> <u>\$1400 Family</u>
<u>Annual net deductible (deductible minus health incentive)</u>	<u>\$450 per person</u> <u>\$900 max per family</u>	<u>\$800 employee only</u> <u>\$1,600 if covering dependents</u>
<u>Annual out-of-pocket maximum (with deductible)</u>	<u>\$3,300 per person</u> <u>\$6,300 max per family</u>	<u>\$3,000 employee only</u> <u>\$6,000 if covering dependents</u>

Any balance left in year in the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) that is unused at the end of the plan year may be rolled over to the HRA or HSA account for the next plan year in accordance with the terms of the accounts or any applicable/required laws. If the nurse has been employed for at least five years with the Hospital, he or she may use the money in the HRA upon termination of employment for purposes permitted by the plan. Nurses on an unpaid leave may also use the vested balance in the HRA to pay for COBRA premiums.

Coordination of Benefits. The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2013.

Dental

<u>Plan Feature</u>	<u>Delta Dental PPO 1500</u>		<u>Delta Dental PPO 2000</u>	
	<u>PPO Dentist</u>	<u>Premier and Non-PPO Dentist</u>	<u>PPO Dentist</u>	<u>Premier and Non-PPO Dentist</u>
<u>Diagnostic and Preventative</u>				
<u>X-rays, Study Models</u> <u>Prophylaxis (cleaning),</u> <u>Periodontal Maintenance,</u> <u>Fissure Sealants,</u> <u>Topical Fluoride,</u> <u>Space Maintainers,</u> <u>Resin Restoration</u>	<u>No cost and no deductible.</u>	<u>20% of the cost and no deductible.</u>	<u>No cost and no deductible.</u>	<u>20% of the cost and no deductible.</u>
<u>Restorative</u>				
<u>Fillings,</u> <u>Stainless Steel Crowns,</u> <u>Oral Surgery (teeth removal)</u> <u>Denture Insertion</u> <u>Treatment of pathological conditions and traumatic mouth injuries</u>	<u>Deductible and 20% of the cost</u>	<u>Deductible and 30% of the cost</u>	<u>Deductible and 20% of the cost</u>	<u>Deductible and 30% of the Cost</u>
<u>General Anesthesia</u>	<u>Deductible and</u>	<u>Deductible and</u>	<u>Deductible and</u>	<u>Deductible and</u>

<u>Intravenous Sedation</u>	<u>20% of the cost</u>	<u>30% of the cost</u>	<u>20% of the cost</u>	<u>30% of the Cost</u>
<u>Endodontics</u> <u>Pulpal and root canal</u> <u>treatment services: pulp</u> <u>exposure treatment,</u> <u>pulpotomy, apicoectomy</u>	<u>Deductible and</u> <u>20% of the Cost</u>	<u>Deductible and</u> <u>30% of the cost</u>	<u>Deductible and</u> <u>20% of the cost</u>	<u>Deductible and</u> <u>30% of the cost</u>
<u>Major</u>				
<u>Crowns, veneers or onlays,</u> <u>crown build ups,</u> <u>Post and core on</u> <u>endodontically treated</u> <u>teeth,</u>	<u>Deductible and</u> <u>50% of the cost</u>	<u>Deductible and</u> <u>50% of the cost</u>	<u>Deductible and</u> <u>50% of the cost</u>	<u>Deductible and</u> <u>50% of the cost</u>
<u>Dentures, Fixed partial</u> <u>dentures, (fixed bridges)</u> <u>inlays when used as a</u> <u>retainer, (fixed bridge)</u> <u>removable partial</u> <u>dentures, adjustment or</u> <u>repair to prosthetic</u> <u>appliance,</u> <u>Surgical placement or</u> <u>removal of implants</u>	<u>Deductible and</u> <u>50% of the cost</u>	<u>Deductible and</u> <u>50% of the cost</u>	<u>Deductible and</u> <u>50% of the cost</u>	<u>Deductible and</u> <u>50% of the cost</u>
<u>Annual Maximum that the</u> <u>plan pays</u>	<u>\$1,500 per</u> <u>person</u>	<u>\$1500 per</u> <u>person</u>	<u>\$2,000 per person</u>	<u>\$2000 per person</u>
<u>Annual Deductible</u> <u>Per person</u>	<u>\$50</u>	<u>\$50</u>	<u>\$50</u>	<u>\$50</u>
<u>Annual Deductible Family</u> <u>Maximum</u>	<u>\$150</u>	<u>\$150</u>	<u>\$150</u>	<u>\$150</u>
<u>Orthodontia</u>	<u>Not covered</u>		<u>50% after \$50 lifetime deductible \$2,000</u> <u>lifetime maximum</u>	

Dental Premiums

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) pay periods for the year.

<u>Level of Benefit</u>	<u>Delta Dental PPO 1500</u>		<u>Delta Dental PPO 2000</u>	
<u>Full Time</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>
<u>Employee Only</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3.76</u>	<u>13% of premium</u>
<u>Employee and child(ren)</u>	<u>\$4.47</u>	<u>30% of premium</u>	<u>\$10.49</u>	<u>39% of premium</u>
<u>Employee and Spouse/Partner</u>	<u>\$7.45</u>	<u>30% of premium</u>	<u>\$14.98</u>	<u>39% of premium</u>
<u>Employee and Family</u>	<u>\$11.91</u>	<u>30% of premium</u>	<u>\$21.70</u>	<u>39% of premium</u>
<u>Part Time</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>
<u>Employee Only</u>	<u>\$4.96</u>	<u>20% of premium</u>	<u>\$8.72</u>	<u>31% of premium</u>
<u>Employee and child(ren)</u>	<u>\$10.92</u>	<u>40% of premium</u>	<u>\$16.94</u>	<u>48% of premium</u>
<u>Employee and Spouse/Partner</u>	<u>\$14.89</u>	<u>40% of premium</u>	<u>\$22.42</u>	<u>48% of premium</u>
<u>Employee and Family</u>	<u>\$20.84</u>	<u>40% of premium</u>	<u>\$30.63</u>	<u>48% of premium</u>

***Employee is responsible for the budget/premium cost for the Delta Dental PPO 2000 plan that exceed the subsidy provided for the Delta Dental PPO 1500 plan.**

Vision

<u>Plan Feature</u>	<u>Vision Service Plan</u>
<u>Eye Exam (every 12 months)</u>	<u>\$15.00 co-pay</u>
<u>Prescription Lenses (every 12 months)</u>	
<u>Single vision, lined bifocal and lined trifocal lenses</u>	<u>Covered in Full</u>
<u>Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating</u>	<u>Covered in Full</u>
<u>Polycarbonate lenses for dependent children</u>	<u>Covered in Full</u>
<u>Frame (every 24 Months)</u>	<u>\$120 and then 20% off any additional cost above \$120.</u>
<u>Contact Lens (every 12 months)</u>	<u>\$200 in lieu of prescription glasses</u>

The \$200 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation) provided the nurse does not purchase glasses.

Vision Premiums.

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) pay periods for the year.

<u>Level of Benefit</u>	<u>Plan Year 2014</u>	<u>Plan Year 2015</u>
<u>Full Time</u>		
<u>Employee Only</u>	<u>\$3.11</u>	<u>50% of premium</u>
<u>Employee and child(ren)</u>	<u>\$5.60</u>	<u>50% of premium</u>
<u>Employee and Spouse/Partner</u>	<u>\$6.72</u>	<u>50% of premium</u>
<u>Employee and Family</u>	<u>\$9.33</u>	<u>50% of premium</u>
<u>Part Time</u>		
<u>Employee Only</u>	<u>\$4.98</u>	<u>80% of premium</u>
<u>Employee and child(ren)</u>	<u>\$8.96</u>	<u>80% of premium</u>
<u>Employee and Spouse/Partner</u>	<u>\$9.96</u>	<u>80% of premium</u>
<u>Employee and Family</u>	<u>\$14.93</u>	<u>80% of premium</u>

HEALTH INCENTIVE PRE-REQUISITE FOR MEDICAL SAVINGS ACCOUNT

For the 2014 plan year, registered nurses who enroll in benefits and desire to earn either the Health Reimbursement Plan (HRA) or the Health Savings Plan (HSA) incentive as described in Appendix G will be required to complete a biometric screen that assesses the following health indicators: blood pressure, cholesterol (fasting or non-fasting), body mass index, and glucose (unless the enrolling nurse completed the screen in 2013). The results of an individual's biometric screen is confidential personal health information and that, as such, the Hospital will comply with all applicable policies and with the laws protecting confidential personal health information, including HIPAA.

For the 2014 plan year the registered nurses who enroll in benefits and desire to earn either the HRA or the HSA incentive as described in Appendix G will designate a primary care provider for themselves and/or their spouse or partner.

Should the Hospital seek to change the required pre-requisite for earning the incentive in 2015, it will seek the agreement of the Association prior to implementing a new HRA or HSA screening or requirement in the Health Insurance Task Force.

Working Spouse Surcharge: The nurses will participate in the working spouse surcharge on the same basis as the majority of the Hospital's non-represented employees, beginning the first pay period following ratification, as follows:

If the nurse's spouse has access to a medical plan through his or her employer, but waives that coverage and instead enrolls in a Providence medical plan, a \$150 monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in \$75 increments twice a month. The surcharge will not apply if the nurse's spouse:

- Does not have coverage through his or her employer
- Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage)
- Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage)
- Is a Providence benefits-eligible employee

- **Has employer-provided medical coverage with an annual out-of-pocket maximum greater than \$6,250 for employee-only coverage and \$12,500 if covering dependents.**

~~The parties agree that the Hospital will implement one new health insurance plan and that, the time of ratification, the details of the plan are still in development. The Hospital and the ONA agree that the nurses will participate in the plan, as offered to the majority of the Hospital's employees, however, that the Hospital agrees that the plan will have the following provisions:~~

- ~~1. Deductible and a Health Reimbursement Account ("HRA") with potential contributions from the Hospital as follows:~~

	Individual	Family
Deductible	\$1,250	\$2,500
Medical Center contribution or "seeding" to HRA	<\$ 400>	<\$ 800>
Potential additional HRA contribution upon completion of Health Assessment & Biometric Screen	<\$ 400>	<\$ 800>
Total Potential "seed" and incentive contribution	<\$ 800>	<\$1,600>
NET 2012 deductible after seeding	\$450	\$900

~~Any balance in an HRA that is unused at the end of 2012 may be rolled over to the nurse's HRA account for 2013. If the nurse has been employed for at least five years with the Hospital, he or she may use the money in the HRA upon termination of employment for purposes permitted by the plan. Nurses on an unpaid leave may also use the balance in the HRA to pay for COBRA premiums.~~

~~For plan year 2012, the qualifying biometric screen will test for the following health indicators: blood pressure, cholesterol (fasting or non fasting), body mass index, and glucose.~~

~~The parties acknowledge and agree that the results of an individuals' biometric screen is confidential personal health information and that, as such, the parties will comply with all applicable Medical Center policies and with the laws protecting confidential personal health information, including HIPAA.~~

2. ~~Out of Pocket Maximums:~~

	Individual	Family
Combined Rx and Medical OOP	\$2,150	\$4,300

3. ~~Copays and Coinsurance. The plan will include the copay and coinsurance provisions outlined in Exhibit 1.~~

4. ~~Alternative Care. The plan will include an option for a nurse to elect & purchase alternative care coverage (which would include the alternative care features currently available under the EPO Plus option).~~

5. ~~Premiums. The following are the premium contributions from the nurse per pay period for 2012. Premium for nurses for 2013 will be based on their category and the Employee %.~~

	Employee Premium	Employee %
Full Time		
Employee Only	\$11.03	5.00%
Employee + Children	\$25.15	8.00%
Employee + One Adult	\$28.68	8.00%
Family	\$46.33	8.00%
Part Time		
Employee Only	\$22.06	10.00%
Employee + Children	\$45.00	13.00%
Employee + One Adult	\$50.74	13.00%
Family	\$79.42	13.00%

6. ~~Coordination of Benefits. The plan provisions relating to the coordination of benefits will follow the provisions under the EPO Plus plan in 2011.~~
7. ~~Alternative Care Benefit. Nurses may participate in the alternative care benefit that will be included as part of the health insurance plan for 2012 and 2013 in accordance with terms of the alternative care benefit plan. Nurses may choose to enroll in the alternative care benefit at the level that the nurse has enrolled in medical insurance and will pay the following additional premiums per pay period for 2012. Premiums for the Alternative Care Benefit in 2013 will be set by the plan in the usual and customary manner.~~

Tier Enrolled in Medical Plans	Alternative Care Premium
<i>EE only</i>	\$23.09
<i>EE+Children</i>	\$41.56
<i>EE+Spouse</i>	\$46.17
<i>EE+Family</i>	\$69.26

EXHIBIT ONE

Provider Visits	In Network	Out of Network
Preventive Care Visits (and associated tests)	Covered in full	Deductible + 40%
Primary Care Office Visit (non-preventive)	\$20 (no deductible)	
Specialist Care Office Visit	Deductible + 20%	
Emergent Services/Hospital		
Immediate/Urgent Care	PMG Immediate Care: \$20 / Urgent Care: \$50	
Emergency Room (copay waived, if admitted)	\$250 copay (no deductible)	
Inpatient admission	PH&S: Deductible + 10% PHP Network: Deductible + 20%	Deductible + 40% (in-network coinsurance applies if emergency admission)
Outpatient admission	PH&S: Deductible + 20% PHP Network: Deductible + 30%	
Ancillary Services-		
Rehab, Imaging, Lab and Supplies	Deductible + 20%	Deductible + 40%
Specialty pharmaceutical procedures	Deductible + 20%	n/a
Pharmacy (per 30 day Rx)-		
Value / Generic	\$5 / \$10	n/a
Brand (30 days per drug)	50% to \$150 maximum	n/a
Maternity-		
Prenatal, Delivery, Postnatal (obstetrician services)	Deductible and Coinsurance waived	Deductible + 40%
Hospital	PH&S: Deductible + 10% PHP Network: Deductible + 30%	Deductible + 40%
Routine Nursery	PH&S: 10% coinsurance PHP Network: 30% coinsurance (deductible waived)	Deductible + 40%

LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE

The parties acknowledge and agree that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Hospital. Toward that end, the Hospital agrees that it will include 2 nurses selected by the Association and one representative from the Association to review the medical insurance provided by the Hospital. The Task Force will meet at least quarterly.

The purpose of this committee is to review relevant data and provide input and recommendations to the Hospital as to whether the insurance program is achieving the goal of improved wellness of employees and reduction in associated costs. The work of the Task Force could also include, e.g, an assessment of whether the anticipated cost increases were realized, whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization, etc.

The parties further agree that if Providence creates a regional committee or task force (that is created to include employees at multiple Providence facilities in Oregon), the representatives on the Hospital's Task Force will be included in that regional Task Force.

This Task Force will jointly make recommendations for plan design. The Task Force will not, however, have the authority to negotiate or to change the terms of the contract.

LETTER OF AGREEMENT ON CHARGE NURSES

The parties agree that if the Hospital creates or posts charge nurse positions or lead nurse positions, the Hospital will not challenge their status as bargaining unit nurses based on the National Labor Relations Board ruling in Kentucky River, for the term of the collective bargaining agreement.

LETTER OF AGREEMENT DISTRIBUTION OF THE CALL **OBLIGATION BURDEN** IN
SURGICAL SERVICES

The Hospital and the Association agree that they will establish the call schedule utilizing the principals of Appendix D Permanent Schedules.

LETTER OF AGREEMENT ON PAYMENT OF FLOAT PAY IN OPERATIONAL UNITS

The following nurses for the remainder of their employment with the Hospital will earn the float differential described in Appendix A Number 16 when they float (in the case of the ACU nurses when they float to the ICU or in the case of ICU nurses when they float to the ACU).

ACU

Marilyn Anable

Becky Lauritsen

George Meister

Judy Oberg

Linnaea Schmid

ICU

Monica Bassett

Lisa Mauroni

~~Pam Shelquist~~

Delores Cole

APPENDIX H

Infusion Services Patient Coverage on the Weekends

Nurses who are required to care for infusion patients on the weekend (Saturday and Sunday from or between the hours of 8:00 a.m. to 5:00 p.m.) will be paid for a minimum of two hours or their actual hours worked beyond two hours, whichever is greater, at one and a half times their straight time rate.

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

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

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

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

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

LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING

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

A. A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units from another employer (either from another Providence employer or from outside Providence) to the Hospital campus as defined in this Agreement.

B. In the event of a health care unit restructure, the Hospital will, if possible, give the Association 45 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. If the Hospital cannot, in good faith, give 45 days' notice, it will give the Association as much notice as is practicable.

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

D. In the event of a health care unit restructure, the nurses joining the Hospital from the other employer will have their seniority calculated in accordance with Article 12 as if they had worked at the Hospital. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The Association may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy with regard to health care unit restructuring with regard to giving Hospital nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

E. 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 Hospital, but will generally adhere to the seniority and job posting provisions of Article 12 – Seniority and Article 13 Job Bidding. Any positions not filled by nurses from within that unit will then be posted and offered to other Hospital nurses consistent with Article 13.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at the Hospital, those will be handled according to Article 12 – Seniority and Layoff, however any layoff will take place first among any nurses hired

following the restructure and who are still in their probationary period, followed by those nurses who joined the Hospital under the provisions of this Letter of Agreement, then finally among nurses who were employed by the Hospital at the time of the restructure.

G. The newly restructured unit or units at the Hospital will comply with all other provisions of the contract including Article 4 and Appendix D, though in the case of Appendix D a restructure as is contemplated in this Article will trigger the opening of the schedule as if there were a vacancy that could not be filled for 45 days.

H. Nurses' wage rates will be set in accordance with the provisions of Appendix A, 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 he/she was paid at the nurse's prior employer, the Hospital 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 Appendices A, B-C, E and F of the parties' collective bargaining agreement.

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

Memorandum of Understanding Lump Sum Bonus

In the first full pay period in July 2015, the Hospital will pay each nurse employed as of that date a one-time lump sum equal to 0.5% of that nurse's gross wages from bargaining unit work performed for the Hospital in the twenty-six (26) pay periods immediately preceding May 31, 2015, less legally required deductions.