

AGREEMENT

between

PROVIDENCE ST. VINCENT MEDICAL CENTER

and

OREGON NURSES ASSOCIATION

~~January 1, 2007 through December 31, 2011~~

TABLE OF CONTENTS

Page

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TABLE OF CONTENTS

Page

| | |
|--|-------------------------------------|
| ARTICLE I—_RECOGNITION AND MEMBERSHIP | 1 |
| ARTICLE II—_EQUALITY _OF EMPLOYMENT OPPORTUNITY | 6 |
| ARTICLE III-A—_VACATIONS..... | 6 |
| ARTICLE III-B – PAID TIME OFF | 9 |
| ARTICLE IV-A—_SICK LEAVE | 15 |
| ARTICLE IV-B – EXTENDED ILLNESS TIME | 16 |
| ARTICLE V—_HOURS OF WORK..... | 21 |
| ARTICLE VI—_HOLIDAYS..... | 25 |
| ARTICLE VII—_EMPLOYMENT STATUS | 27 |
| ARTICLE VIII – FLOATING | 30 |
| ARTICLE IX—_LEAVES OF ABSENCE..... | 30 |
| ARTICLE X—_PROFESSIONAL COMPENSATION | 32 |
| ARTICLE XI—_HEALTH AND WELFARE | 32 |
| ARTICLE XII—_PENSIONS..... | 35 |
| ARTICLE XIII—_ASSOCIATION BUSINESS..... | Error! Bookmark not defined. |
| ARTICLE XIV—_PROFESSIONAL DEVELOPMENT | 36 |
| ARTICLE XV—_PROFESSIONAL NURSING CARE COMMITTEE | 38 |
| ARTICLE XVI—_TASK FORCE | 39 |
| ARTICLE XVII—_HEALTHY WORK ENVIRONMENT..... | 40 |
| ARTICLE XVIII—_SENIORITY AND JOB POSTING | 41 |
| ARTICLE XIX—_REDUCTIONS IN FORCE AND LOW CENSUS..... | 43 |
| ARTICLE XX—_NO STRIKE/NO LOCKOUT | 43 |
| ARTICLE XXI—_GRIEVANCE PROCEDURE | 50 |

TABLE OF CONTENTS

Page

| | |
|--|-----------|
| ARTICLE XXII—SEPARABILITY | 53 |
| ARTICLE XXIII—SUCCESSORS | 53 |
| ARTICLE XXIV—DURATION AND TERMINATION | 53 |
| APPENDIX A—COMPENSATION | 55 |
| APPENDIX B—CLINICAL LADDER | 64 |
| APPENDIX C—STANDARDS OF BEHAVIOR | 65 |
| APPENDIX D—OPERATING ROOM PROCEDURE..... | 1 |
| NINE-HOUR SCHEDULE AGREEMENT | 3 |
| TEN-HOUR SCHEDULE AGREEMENT | 4 |
| TWELVE-HOUR SCHEDULE AGREEMENT | 5 |

AGREEMENT

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

W I T N E S S E T H :

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

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

ARTICLE I—RECOGNITION AND MEMBERSHIP

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

B. Definitions:

1. Nurse - Registered or licensed professional nurse currently licensed to practice professional nursing in Oregon.

2. Staff Nurse - Responsible for the direct or indirect total care of patient.

3. Charge Nurse - In addition to being responsible for the direct or indirect total care of patient, assists and coordinates as assigned by the Medical Center in the continuity of patient care responsibilities and clinical activities of an organized nursing unit. A nurse will be temporarily assigned to the position of charge nurse when both an assigned supervisor and the charge nurse are absent from the unit because of vacation, sickness or days off.

4. Organized Nursing Unit - As designated by the Medical Center, shall have a charge nurse assigned to each unit on each shift. At least one other nurse will be assigned to each unit on each regularly scheduled shift. For call-back hours in the OR, MPU, OP Eye clinic and Dialysis Services, the charge nurse or relief charge nurse may call in other staff in lieu of an RN when in his/her judgment it is deemed appropriate.

55. Cluster – A group of Organized Nursing Units that typically share similar patient condition(s), and acuity.

6. Part-time Nurse - Any nurse who is regularly scheduled to work less than forty (40) hours per week and who works consistently throughout the twelve (12) month period. Nurses who are regularly scheduled to work four 9-hour shifts or three 12-hour shifts per week shall be considered full-time rather than part-time nurses.

67. Resource Nurse - Any nurse who is not assigned an FTE by the Medical Center. To remain employed as a Resource nurse, the nurse must meet the availability requirements of Article 5.H.

78. Temporary Nurse -- Any nurse who is employed for a specified period of time not to exceed three (3) months, or any nurse who is 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.

89. Reclassification -- A temporary or resource nurse, other than one 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 more than eight (8) hours per week for at least three (3) consecutive months 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 under the Seniority and Job Posting article. In the event such request is not made and the temporary nurse has regularly worked more than eight (8) hours per week for over three (3) months, for reasons other than filling a position(s) due to leaves of absence, vacations, holidays, and/or sick leave, the position will be posted upon request by the Association in accordance with Article XVIII.

C. Membership. The Medical Center will provide thirty (30) minutes during new hire general nursing orientation for a bargaining unit nurse designated by Association to discuss contract negotiation and administration matters with new hire nurses. The Medical Center will notify Association or its designee of the date and time for this purpose, at least two (2) weeks in advance. The nurse designated by Association will be paid at the nurse's regular hourly rate.

1. ~~4.~~ **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.a. (ii) or (iii) below.

a. ~~a.~~ **Transfers.** Nurses who are members of the Association or have exercised one of the two options listed in 2.a. (ii) or (iii) below will maintain such status upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, 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 Medical Center, Providence St. Vincent Medical Center, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 2.a. (ii) or (iii) below.

b. ~~b.~~—**Promotions within a facility.** A nurse subject to paragraph- a above as of December 14, 2009, who assumes a position at the Medical Center 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.a. (ii) or (iii) 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.a below.

2. ~~2.~~—**The following provisions apply to any nurse hired *after* December 14, 2009:**

a. ~~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:

- i. ~~i.~~—Become and remain a member in good standing of the Association and pay membership dues (Association member); or
- ii. ~~ii.~~—Pay the Association a representation fee established by the Association in accordance with the law; or
- iii. ~~iii.~~—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 Medical Center. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

b. ~~b.~~—The Medical Center 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 b.i above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. The Medical Center will work in good faith to develop a procedure to retain copies of such signed forms.

c. ~~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.a above by mail, to the business address for the Association.

d. ~~d.~~—The Association will provide the Medical Center 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 Medical Center 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 Medical Center will have no obligation to pay severance or any other notice pay related to such termination of employment.

3. ~~3.~~ **The following provisions apply to all nurses.**

a. ~~a.~~ Dues Deduction. The Medical Center 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 Medical Center. 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 Medical Center to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

4. Association will indemnify and save the Medical Center 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 Medical Center in connection with, this ~~Article~~Article~~Article~~.
5. 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.

ARTICLE II—EQUALITY OF EMPLOYMENT OPPORTUNITY

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

ARTICLE III-A—VACATIONS

A. Accrual. Each regular full-time and part-time nurse who is employed as of January 1, 2010, and who has opted out of the PTO system before January 1, 2010, shall accrue vacations as follows:

1. From and after the nurse's most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment--0.0384 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately two (2) weeks of vacation per year with 80 hours' pay for a full-time nurse);

2. From and after the nurse's fourth (4th) anniversary of continuous employment until the nurse's ninth (9th) anniversary of continuous employment--0.0577 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately three (3) weeks of vacation per year with 120 hours' pay for a full-time nurse);

3. From and after the nurse's ninth (9th) anniversary of continuous employment--0.0769 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately four (4) weeks of vacation per year with 160 hours' pay for a full-time nurse).

4. If a nurse quits and is reemployed within twelve (12) months, the nurse's "most recent date of employment" will be calculated as if the quit had not occurred.

5. Vacations accrued during an anniversary year may be carried over from one anniversary year to the next. A nurse's accrued but unused vacation may not exceed the combined total of two (2) years' earned vacations.

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

B. Compensable Hour. A compensable hour under A above shall include only hours directly compensated by the Medical Center, and shall not include hours while on layoff, standby

hours not actually worked, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while in resource or temporary nurse status.

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

D. Scheduling. In scheduling vacation, the Medical Center will provide a form for each eligible nurse to submit written requests for specific time off.

1. For pre-scheduled vacation between April 1 and September 30, requests submitted between October 1 and October_31 shall be granted on the basis of seniority within the same unit and shift. For pre-scheduled vacation between October 1 and March_31 of the following year, requests submitted between April_1 and April 30 shall be granted on the basis of seniority within the same unit and shift. In the event that registered nurses with the same seniority submit requests for the same or overlapping periods of vacation, the issue will be decided by a flip of a coin. Written confirmation of a nurse's scheduled vacation will be provided within four (4) weeks of October 31 and April 30, respectively. The number of persons who may be on pre-scheduled vacation at one time will be defined at the unit level.

2. Vacation requests submitted after October 31 for time off during the next eleven (11) months (up through September 30) or after April_30 for time off during the next eleven (11) months (up through March_31) will be granted based on the date the request is submitted. In the event that nurses from the same unit and shift submit requests under this paragraph on the same day for the same or overlapping periods of vacation, the senior nurse shall be given preference, if necessary. Written confirmation of the nurse's vacation request will be provided within three (3) weeks after submission, if such request is submitted at least three (3) weeks prior to the posting of the schedule for the period during which the vacation has been requested.

3. Once a vacation request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. This paragraph will not apply if the nurse changes unit or shift after approval but before the time off period, if,

prior to the unit or shift change, other vacation has been approved for two (2) or more nurses in the nurse's new unit and shift for the same time off. Moreover, vacation requests shall not be converted to requests for unpaid time off absent the Medical Center approval.

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

5. A nurse who has accrued vacation time sufficient to cover all hours which the nurse would otherwise be scheduled to work in a week of seven (7) consecutive days may apply such vacation to cover all regularly scheduled hours during each such week and will not be required to work during such week(s). A nurse may take accrued vacation days off covering less than one (1) week.

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

ARTICLE III-B – PAID TIME OFF

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

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

of the benefits provided under Articles III-B (Vacation), IV-B (Sick Leave) and VI (Holidays), on the terms outlined in Paragraph H of this Article III-B.

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

1. From and after the nurse's most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment — 0.0924 hours per compensable hour, not to exceed 80-compensable hours in each two (2) consecutive workweek period (approximately 24 days of PTO per year with 192 hours' pay for a full-time nurse);

2. From and after the nurse's fourth (4th) anniversary of continuous employment until the nurse's ninth (9th) anniversary of continuous employment—0.1116 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately 29 days of PTO per year with 232 hours' pay for a full-time nurse);

3. From and after the nurse's ninth (9th) anniversary of continuous employment—.1308 hours per compensable hour, not to exceed 80-compensable hours in each two (2) consecutive workweek period (approximately 34 days of PTO per year with 272 hours' pay for a full-time nurse).

4. For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, the accrual rates in paragraphs 1, 2 and 3 immediately above will be changed to 0.0963, 0.1155, and 0.1347 hours, respectively, per paid hour, not to exceed 72 paid hours per two-week pay period.

5. Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1½) times the applicable annual accrual set forth above.

6. If a nurse quits and is reemployed within twelve (12) months, the nurse's "most recent date of employment" will be calculated as if the quit had not occurred.

7. Notwithstanding the eligibility for PTO accrual set forth above, all nurses employed as of the ratification date of this Agreement shall be eligible to enroll in the PTO/EIT program even if they hold a position of less than .6 FTE.

B. Compensable hour. A compensable hour under Paragraph 1 above shall include only hours directly compensated by the Medical Center, and shall not include overtime hours, hours while on layoff, standby hours not actually worked, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while in temporary or resource nurse status.

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

D. Scheduling. Except for unexpected illness or emergencies, PTO should be scheduled in advance. The provisions herein governing scheduling of PTO do not differ in substance from the provisions in Article III-A.D governing scheduling of vacations. In scheduling PTO, the Medical Center will provide a form for each eligible nurse to submit written requests for specific PTO.

1. For pre-scheduled PTO between April 1 and September 30, requests submitted between October 1 and October 31 shall be granted on the basis of seniority within the same unit and shift. For pre-scheduled PTO between October 1 and March 31 of the following year, requests submitted between April 1 and April 30 shall be granted on the basis of seniority within the same unit and shift. In the event that registered nurses with the same seniority submit requests for the same or overlapping periods of PTO, the issue will be decided by a flip of a coin. Written confirmation of a nurse's scheduled PTO will be provided within four (4) weeks of October 31 and April 30, respectively. The number of persons who may be on pre-scheduled PTO at one time will be defined at the unit level.

2. PTO requests submitted after October 31 for time off during the next eleven (11) months (up through September 30) or after April 30 for time off during the next eleven (11) months (up through March 31) will be granted based on the date the

request is submitted. In the event that nurses from the same unit and shift submit requests under this paragraph on the same day for the same or overlapping periods of PTO, the senior nurse shall be given preference, if necessary. Written confirmation of the nurse's PTO request will be provided within three (3) weeks after submission, if such request is submitted at least three (3) weeks prior to the posting of the schedule for the period during which the PTO has been requested.

3. Once a PTO request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. This paragraph will not apply if the nurse changes unit or shift after approval but before the time off period, if, prior to the unit or shift change, other PTO has been approved for two (2) or more nurses in the nurse's new unit and shift for the same time off. Moreover, PTO requests shall not be converted to requests for unpaid time off absent Medical Center approval.

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

E. Use of PTO.

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

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

3. A nurse who has accrued PTO sufficient to cover all hours which the nurse would otherwise be scheduled to work in a week of seven (7) consecutive days may apply such PTO to cover all regularly scheduled hours during each such week and will

not be required to work during such week(s). A nurse may take accrued PTO covering less than one (1) week.

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

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

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

G. Holidays. On the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the following will apply:

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

2. If a nurse works on an observed holiday, the nurse will be paid one and one-half times the nurse's straight-time rate and will retain accrued PTO hours for use at another time.

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

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

5. A night shift will be deemed to have occurred on an observed holiday only if a majority of its scheduled hours are within the holiday.

56. If an observed holiday occurs before completion of a regular nurse's first six (6) months of employment and the nurse does not have sufficient PTO hours accrued, the PTO hours used for the holiday under this section will be charged against the next PTO hours accrued by the nurse.

67. The Medical Center shall attempt to rotate holiday work.

H. Enrollment in PTO/EIT program. Nurses shall be eligible on an annual basis to enroll in the Medical Center's PTO/EIT program, as set forth in Articles III-A and IV-A of this Agreement.

1. Upon enrollment, all accrued but unused vacation time shall be deposited in the nurse's PTO account, and all accrued but unused sick leave hours shall be deposited in the nurse's EIT account.

2. Nurses may also elect to remain subject to the vacation-sick leave-holiday program set forth in Articles III-A, IV-A and VI. Nurses employed as of the date of ratification of this Agreement shall have the right, if they so choose, to remain subject to this program for the duration of their continuous employment at the Medical Center.

3. Nurses hired after May 2006 but before December-31, 2009, must choose within thirty (30) days of their hire date whether they wish to enroll in the PTO/EIT program or the vacation-sick leave-holiday program.

4. Nurses who enroll in the PTO/EIT program may not subsequently opt out of the program.

ARTICLE IV-A—SICK LEAVE

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

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

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

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

C. Sick Leave Use.

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

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

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

E. Anniversary Date. Use of paid sick leave shall not affect a nurse's anniversary date of employment.

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

ARTICLE IV-B – EXTENDED ILLNESS TIME

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

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

A. Accrual. Each regular full-time and part-time nurse will accrue EIT at the rate of 0.0270 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately seven (7) days of EIT per year with 56 hours' pay for a full-time nurse). A compensable hour under this section is defined the same as a

compensable hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.

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

1. The nurse's admission to a hospital, including a day surgery unit, as an inpatient or outpatient, for one or more days and any necessary absence immediately following hospitalization. If, during the term of this Agreement, the Medical Center makes any improvement in the benefit covered by this subparagraph for a majority of the Medical Center's other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.
2. When a nurse receives outpatient procedures under conscious sedation, spinal block, or general anesthesia in a free-standing surgical center or in a surgical suite at a physician's office.
3. The nurse's disabling illness after a waiting period of missed work due to such condition. The waiting period shall be the shorter of three (3) consecutive scheduled work shifts or 24 consecutive scheduled hours.
4. Partial day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period (as defined in Paragraph 3 above) of missed work due to such condition.
5. After qualifications for use under subsections 3 or 4 above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.
6. Approved parental leave under applicable law or approved maternity leave in compliance with appropriate law requiring employers to treat pregnancy and childbirth the same as other causes of disability.

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

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

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

ARTICLE V——HOURS OF WORK

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

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

1. If a nurse is specifically requested by the Medical Center to remain at his/her duty station during a meal period, such period shall be paid time. For purposes of this paragraph a nurse is deemed to have been requested to remain at his/her duty station if he/she is the only nurse assigned to an organized nursing unit for a shift, unless:

a. The nurse actually leaves his/her duty station during such meal period, or

b. The Medical Center provides in writing for alternate coverage of the unit during the meal period.

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

C. Scheduling of Meals and Breaks. The parties acknowledge the legal requirements and the importance of rest and meal periods for nurses. The parties further acknowledge that 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:

1. 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 and meal periods.

2. Each unit has the flexibility to develop a process for scheduling nurses for the total amount of rest and meal periods set forth in this section, subject to the following:

a. The process must be approved by the unit manager;

b. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift; however, a break and meal period may be combined if the circumstances in Paragraph 3 are met, and that the nurse's meal period occur during the middle four (4) hours of the nurse's shift, when practical; and

c. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes. The nurse must inform his or

her supervisor if the nurse anticipates he or she will be or actually is unable to take such 30-minute uninterrupted meal period.

d. If a nurse chooses not to or is unable to take all or part of a rest period as scheduled or pre-arranged, it is the nurse's responsibility to talk with his or her charge nurse in a timely manner about potential alternative rest periods.

3. In furtherance of these provisions, each unit will develop a written plan that provides for the elements of paragraph 2 above.

4. In the event nurses on a particular unit or units have concerns about the implementation of paragraph 2, the concern may be raised with the PNCC or the appropriate unit-based committee of their clinical division, in addition to the remedies provided by the grievance procedure.

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

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

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

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

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

c. When such schedule is a 12-hour schedule under the attached Twelve-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of twelve_(12) hours in each day as defined in this section or 36_ hours in each workweek hereunder.

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

F. Rest rooms/Lockers. Rest rooms and lockers shall be provided by the Medical Center.

G. Work Schedules. Work schedules shall be prepared either for each calendar month, which will be available for viewing two (2) weeks before the beginning of the month, or for two (2) consecutive pay periods, which will be available for viewing two (2) weeks before the beginning of the first of such pay periods.

1. Nurses will not be regularly scheduled for shifts in excess of 16-hour shifts. Nurses will not be regularly scheduled for 16-hour shifts except for shifts in the period from Friday evening shift through Sunday night shift. Nurses who are not regularly scheduled for such shifts will not be scheduled to work any 16-hour shifts without their consent.

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

H. Resource Nurses. Resource nurse will be hired into a unit and will report to the unit manager.

1. Resource nurses must submit availability for four shifts per four-week scheduling period, pursuant to the process outlined in paragraph 2 below.

a. One of those shifts must be on a weekend.

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

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

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

b. The manager on a unit will communicate those holes (or gaps or open shifts) to the Resource nurses.

c. From among the holes (or gaps or open shifts) in the schedule, a Resource nurse will indicate a minimum of a four shifts for which he/she is available.

d. If a unit manager/scheduler is unable to identify a list of holes (or gaps or open shifts) in the schedule, each Resource nurse will still submit at least four shifts for which he/she is available.

e. The Medical Center will assign shifts to Resource nurses beginning with the first nurse who submitted his/her availability and proceeding in order of the date and time that the nurse submitted his/her availability.

f. Regular failure to submit the required minimum availability will result in termination of the Resource nurse's employment.

3. Standby Requirements. In addition to the provisions above, in those units with mandatory call coverage, resource nurses will provide availability for standby based on the procedure/process applicable to regular full-time and part-time nurses, subject to the provisions of Appendix D which apply to the Main Operating Room, Cardiovascular Operating Room and Cath Lab.

I. Weekend Schedules. It is the policy of the Medical Center to schedule those nurses who so desire every other weekend off. If the schedule on a unit allows for additional weekends off, preference will be given to nurses with more than twenty (20) years of service with the Medical Center on a rotating basis, starting with the most senior nurse. With the exception of those nurses who have agreed in writing to work schedules calling for consecutive weekend work and those who express a desire in writing to work consecutive weekend when work is available, all other nurses who are required to work consecutive weekends will be paid for work performed on their scheduled weekend off at one and one-half (1-½) times their regular straight-time hourly rate for all such hours worked. Nurses who have volunteered to work consecutive weekends may withdraw such authorization upon two (2) weeks' notice in writing. The form authorizing the waiver of the penalty clause will itself state that the policy is to schedule every other weekend off unless the nurse desires to work weekends. Working consecutive weekends will not be a condition of employment, except for part-time nurses who are hired in positions requiring weekend work.

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

K. Notice and Report Pay. Nurses who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignments shall perform any nursing work to which they may be assigned.

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

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

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

4. If a nurse is dismissed and is not notified before the start of the next shift that he/she would have otherwise worked, he/she shall receive four (4) hours' pay in accordance with the provisions of this section.

L. Pyramiding. There shall be no pyramiding of time-and-one-half and/or double-time premiums under this Agreement.

M. Requests Off After Working Certain Hours. When a nurse actually works as listed in paragraphs 1 through 3 below, the nurse may request not to work all or part of such next scheduled shift. The Medical Center will give such request serious and reasonable consideration in an attempt to accommodate the nurse's wishes, it being understood that the request may not be granted because of work needs. If granted, the nurse may choose to use or not to use accrued vacation for the time off.

1. Four (4) or more hours on a call-back while on scheduled standby within eight (8)-hours of the nurse's next regularly scheduled work shift (not including standby shifts);

2. Sixteen (16) or more hours on a call-back while on scheduled standby within twenty-four (24)-hours of the nurse's next regularly scheduled work shift (not including standby shifts);

3. A double shift containing at least sixteen (16) consecutive hours of work and ending within eight (8) hours of the nurse's next regularly scheduled work shift (not including standby shifts).

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

ARTICLE VI—HOLIDAYS

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

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

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

1. Requests for floating holiday time off must be made at least two (2) weeks prior to the posting of the schedule for the period in which the time off is desired, except

for unexpected illness of immediate family members living in the nurse's household. In such emergencies, the request must be made as soon before the time off as possible.

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

C. Holiday Pay.

1. Full-time Nurses.

a. When a regular full-time nurse is required to work on one (1) of the holidays set forth in paragraph A above, he/she shall be paid at the rate of 1-1/2 times his/her regular straight-time rate and will either have a compensating day off within thirty (30) days or one additional day's pay in lieu of a compensating day off at the option of the Medical Center, taking into consideration the request of the nurse.

b. If one of the above holidays falls on a regular full-time nurse's day off, he/she will either receive his/her holiday pay or have a compensating day off within thirty (30) days at the option of the Medical Center, taking into consideration the request of the nurse.

c. A regular nurse who is regularly scheduled for an average of 72 hours per pay period shall be treated as a regular full-time nurse under this Article.

2. Part-time Nurses.

a. If a regular part-time nurse works on one of the holidays set forth in paragraph A above, he/she will be paid for all time worked on said holiday at two (2) times his/her regular straight-time hourly rate of pay.

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

3. Resource Nurses.

a. If a resource nurse works on one of the holidays set forth in paragraph A above, he/she will be paid for all time worked on said holiday at one and one-half times his/her regular straight-time hourly rate of pay.

D. Holiday During Vacation. If a holiday falls within a nurse's vacation, he/she will receive his/her holiday pay as provided in paragraph A or B above in addition to his/her vacation pay.

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

F. Rotation. The Medical Center shall attempt to rotate holiday work.

ARTICLE VII—EMPLOYMENT STATUS

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

~~BB.~~ Probationary Period. A nurse employed by the Medical Center shall not become a regular employee and shall remain a probationary employee until he/she has been continuously employed for a period of 180 calendar days.

C. Cause for Discipline. The Medical Center shall have the right to discipline, suspend or discharge nurses for proper cause. A regular full-time, part-time or resource nurse who feels he/she has been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under the grievance procedure.

C. ~~Probationary Period~~ D. Discipline/Corrective Action.

1. Investigatory Meetings under the Weingarten rule. A nurse ~~employed~~ has the right to request a representative of the Association be present for an interview by the Medical Center shall not become a regular employee as part of an investigation that might lead to discipline.

2. Review of Performance Following Discipline. Upon request from a nurse who has received discipline, the Medical Center will review the nurse's performance and ~~shall remain a probationary employee until he/she has been continuously employed for~~ provide a written summary addressing the nurse's efforts at resolving the issues that led to the discipline. In responding to such requests, the time between the original disciplinary action and the nurse's request for a follow up review may be taken into account and reflected in the summary. The statement will be given to the nurse and placed in the nurse's personnel file.

E. Individual Development/Work Plans.

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

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

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

F. Reports to the Board of Nursing. Under normal circumstances, the Medical Center will inform a nurse if the Medical Center is making an official report of the nurse to the Board. Failure to inform a nurse of a report to the Board of Nursing will not and can not affect any action that might be taken by the Medical Center and/or the Board of Nursing.

G. Access to Personnel Files. A nurse may review the contents of his/her personnel file upon request, in accordance with ORS 652.750.

H. Attendance. The parties acknowledge the importance of nurses arriving to work on time and that reliable attendance is critical to ensuring care for the Medical Center's patients. Employees are expected not to exceed five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period of 180 calendar days. Notwithstanding the prior sentence, the Medical Center will not discipline, suspend or discharge a nurse for attendance unless, in a rolling twelve (12) month period, the nurse has at least:

~~1.~~ Six (6) unapproved absence occurrences; or

2. Six (6) unapproved tardy occurrences; or

3. A combined total of ten (10) unapproved absence occurrences or tardy occurrences.

I. Notice of Resignation. All nurses shall give the Medical Center not less than two (2) weeks' written notice of an intended resignation. A failure to give such notice shall result in a forfeiture of any unpaid vacation compensation.

~~E~~J. Notice of Termination. The Medical Center shall give regular full-time, part-time or resource nurses two (2) weeks' notice of the termination of their employment or, if less notice is given, then the number of working days within such period for which notice has not been given shall be paid the nurse at his/her regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics or discharged for cause.

~~FK.~~ Exit Interview. A nurse shall, if he/she so requests, be granted an interview upon the termination of his/her employment.

ARTICLE VIII – FLOATING

A. Competency/Qualification. A nurse will not be required to float to a nursing assignment that requires specialty ~~competence~~ competence for which he/she is not qualified. If a nurse feels that he/she is not qualified for a specific assignment, he/she should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.

B. Floating Requirements. Nurses who are required to float will be floated in accordance with the floating system developed within each shift of a unit by the nurses on that unit/shift, subject to the approval of their manager. The Medical Center will make a good-faith effort not to float a nurse out of his/her unit when another nurse has floated into the unit on the same shift, unless such floating is required due to the expertise of the nurse or in order to meet patient care needs.

ARTICLE IX—LEAVES OF ABSENCE

A. Request for Leave. Leaves of absence may be granted at the option of the Medical Center for good cause shown when applied for in writing in advance. Leaves of absence will be granted only in writing. Requests for leaves of absence should be submitted in advance of requested leave date to the greatest extent possible. The Medical Center will respond within two (2) weeks of receipt of request.

B. Return from Leave. Nurses who return from leaves of absence of three (3) months or less shall be restored to their former shift and assignment. Nurses who return from a leave of absence exceeding three (3) months but less than six (6) months shall be returned to a position on their unit.

C. Family and Medical Leave. Family and medical (including parental and pregnancy) leaves of absence will be administered by the Medical Center consistent with applicable federal and Oregon law. Such a leave of absence will be unpaid only after the nurse

has exhausted all vacation, sick leave, and floating holidays, as applicable, that she/he is eligible to take.

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

E. Bereavement Leave. The Association and the Medical Center agree on the importance of time for grieving when a family member dies. To honor this, a regular full or part-time nurse who has a death in his/her family will be granted three (3) days off with pay at the time of each death. For purposes of this section, family shall be defined as parent, mother-in-law, father-in-law, spouse, child (including a foster child then residing with the nurse or spouse's child), daughter-in-law or son-in-law, grandparent, grandchild, sister or brother, sister-in-law or brother-in-law, or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships.

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

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

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

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

I. Vacation and Sick Leave. A nurse may use accrued vacation prior to a leave of absence. Prior to commencement of a medical leave of absence, a nurse must use accrued sick leave.

ARTICLE X—PROFESSIONAL COMPENSATION

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

ARTICLE XI—HEALTH AND WELFARE

A. Tests and Lab Exams.

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

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

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

~~C. — Flex Select~~ C. Providence Health Insurance Program.

1. Each actively working full-time nurse and actively working part-time nurse regularly scheduled to work an average of at least 24 hours per week will participate in the ~~Flex Select~~ Providence Health Insurance program offered to a majority of the Medical Center's other employees, in accordance with its terms. From the ~~Flex Select~~ Providence Health Insurance program, the nurse will select a medical coverage and, at the nurse's option, coverage from among the following ~~Flex Select~~ Providence Health Insurance benefits: (1) dental coverage, (2) supplemental life insurance, (3) voluntary accidental death and dismemberment insurance, (4) dependent life insurance, (5) health care reimbursement account, (6) day care reimbursement account, and (7) vision care insurance that includes a \$10 copay ophthalmology examination once every 24 months and annual eyeglass/contacts reimbursement of up to \$200. The Medical Center will offer all such benefits directly or through insurance carriers selected by the Medical Center.

2. All nurses who were classified as of December 31, 1993, as 0.5-FTEs, and who thereafter remain continuously in that classification, will be eligible to participate in the ~~Flex Select~~ Providence Health Insurance program under the preceding paragraph. This paragraph will cease to be applicable to a nurse when the nurse ceases to be continuously classified as a 0.5 FTE nurse. Thereafter, the nurse's eligibility for participation in the ~~Flex Select~~ Providence Health Insurance program will be determined in accordance with the preceding paragraph.

~~D. — Medical and Dental Insurance.~~ The Medical Center will pay the premium cost of the medical and dental benefits selected by each participating nurse from the coverages offered under C.1 above, up to the amount of the applicable Benefit Dollars provided to a majority of the Medical Center's other employees, based on category of coverage and full-time or part-time status. For 2008, 2009, 2010 and 2011, the applicable Benefit Dollars will be sufficient to cover

~~100% of the premium cost for the eligible nurse and the eligible dependents of a full time nurse, and 90% of the premium cost for the eligible dependents of a part time nurse, for the base medical and dental plans in each of those years. For 2008, the nurses will participate in the same Base EPO Plan that was offered to nurses in 2007. In 2009, the nurses will participate in the same Base EPO Plan that was offered to the majority of the Medical Center's non-represented employees in 2008. For 2010, and 2011, the Medical Center will maintain the same deductibles, copayments, and out of pocket maximums that are in place in 2009. For the 2012 plan year, the parties shall meet beginning in July 2011 to negotiate with regard to the terms and provisions of this paragraph for 2012.~~

D. Medical Insurance. For 2012, the nurses will participate in the plan as outlined in Appendix E. For 2013, the nurses will participate in the plan, as offered to the majority of the Medical Center's nonrepresented employees; notwithstanding the foregoing, for 2013, the Medical Center will maintain the following plan features as they were in 2012: (1) amount of net deductible (defined as deductible minus Health Reimbursement Account contributions from the Medical Center), (2) the percentage of employee premium contribution; and (3) the out of pocket maximum.

E. Payroll Deduction. The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Medical Center, the cost of the total ~~Flex Select~~ Providence Health Insurance benefits selected which exceeds the Benefit Dollars paid by the Medical Center under the preceding section. ~~If the Benefit Dollars paid by the Medical Center under the preceding section exceed the cost of the total Flex Select benefits selected, the excess will be paid to the nurse, less legally required deductions.~~

F. Hours of Work.

1. Coverage under the plans specified in Section C above will not be affected by paid time off on vacation, holidays, or sick leave in lieu of regularly scheduled work.

2. A part-time nurse who has been regularly scheduled to work or who works a minimum of 48 hours in each two (2) consecutive workweek period for not less than three (3) consecutive months, even though classified for a position of less than 24 hours

per week, may make written request for reclassification to a position reflecting such regular schedule. Under such circumstances, the nurse will be reclassified within two (2) weeks of receipt of such request, unless such scheduling in excess of the nurse's existing classification is discontinued by the Medical Center.

G. Plan Information. Member handbooks and necessary forms for the plans specified in Section C will be available in the HR Department, in addition to other distribution mechanisms that the Medical Center may use. Further assistance regarding the plans will be available to nurses through HR Department staff.

ARTICLE XII—PENSIONS

A. ~~A.~~—Nurses will participate in the Medical Center's ~~retirement~~ plans in accordance with their terms.

B. ~~B.~~—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.

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

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

ARTICLE XIII – ASSOCIATION BUSINESS

A. Representatives. Duly authorized representatives of Association shall be permitted to enter the facilities operated by the Medical Center for purposes of transacting Association business and observing conditions under which nurses are employed. Transaction of

any business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

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

C. Information to the Association. The Medical Center will furnish to the Association each January, April, July, and October a disk listing all nurses covered by this Agreement with their names, addresses, listed telephone numbers, units, and hire dates. Every month the Medical Center will forward to the Association a disk listing all registered nurses who during the preceding month have terminated employment with the Medical Center and have been hired into the bargaining unit, including their names, addresses, listed telephone numbers, units, and hire dates.

D. Introductory Meeting for Managers. The Medical Center and the Association will schedule a meeting for associate managers, managers, directors and chief nursing officers who are new to their leadership role to meet with the Association representative and the Human Resources Director. The purpose of the meeting is provide information as to this Agreement, the role of the Association, and to discuss ways to collaborate and build relationships. If a nurse attends the meeting, one nurse will be entitled to up to one hour of pay at his/her straight-time hourly rate (which should be coded as “meeting time”).

ARTICLE XIV—PROFESSIONAL DEVELOPMENT

A. Evaluations. The Medical Center shall provide counseling and evaluations of the work performance of each nurse covered by this Agreement not less than once per year.

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

C. Education Leave. Each regular full-time or part-time nurse shall be entitled to take 16 hours' paid educational leave each year. Each resource nurse shall be entitled to take 8 hours' paid educational leave each year, provided the resource nurse has worked at least 800 hours in the immediately preceding calendar year. Educational leave shall be for courses of benefit to the nurse and the Medical Center.

1. Educational leave may not be carried over from one year to the next.
2. At the time the leave is approved, the nurse and the manager will agree on a format and/or process for the purpose of sharing the contents of the educational program, upon return from the leave.
3. The Medical Center may grant more extended educational leave in cases it deems appropriate.
4. For any education time, the nurse will apply in advance to the appropriate nursing manager or designee for approval prior to the requested time. Approval of such requests will not be unreasonably withheld.

D. Education Fund. The Medical Center will provide up to ~~\$125,000 in calendar years 2008 and 2009; and~~ \$150,000 in each calendar year 2010 and 2011 ~~year of the contract~~, for assistance for regular full-time ~~and~~, part-time and resource nurses in meeting registration fees, required materials, travel, lodging, meals, and parking in conjunction with educational courses. If the 2012 fund allocation is depleted, the 2013 allocation will be \$175,000. One-half of the annual amount specified in the preceding ~~sentences~~ sentences will be allocated to each half of the calendar year. Any part of the amount not used in the first six (6) months will be carried over to the last six (6) months of the calendar year, and there will be no carryover to the next calendar year. A regular nurse will be eligible for up to ~~\$200~~ \$375 per year (~~\$250~~ \$400 in 2009; ~~\$300 in 2010~~ 2013) from the above annual amount. A resource nurse will be eligible for up at \$175 per year from the above annual amount, if the nurse has worked at least 800 hours in the immediately preceding calendar year.

1. Regular full-time and part-time nurses may apply to the Medical Center's nursing ~~education~~administration office, in advance of any educational course, for such assistance.

a. At the time of application, the nurse will provide a copy of the approval for education time under C.~~14~~ above.

b. If allocated funds are available for the nurse's assistance, the nurse will be notified prior to the course.

c. Payment up to the nurse's eligibility amount will be made to the nurse after completion of the course if the nurse submits the required materials ~~before the end of the calendar month~~within 60 days immediately following the ~~calendar month in which~~completion of the education course began. Required materials include approval of time off, the document approving the funds, certification of attendance, and all original receipts. Failure to make such timely request will result in the assistance not being paid to that nurse, and the amount will then be available for reimbursement to other eligible nurses. The Medical Center may, in its discretion, provide such additional sums as it deems appropriate.

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

ARTICLE XV—PROFESSIONAL NURSING CARE COMMITTEE

A. Membership. Association shall appoint eight (8) members of the bargaining unit who shall constitute the Professional Nursing Care Committee.

B. Meetings. This Committee shall meet once a month at such times so as not to conflict with routine duty requirements. Each Committee member shall be entitled to ~~one~~(two)

(2) paid ~~hour~~hours per month at his/her regular straight-time rate for the purpose of attending Committee meetings.

C. Subjects.

1. The Committee shall consider matters which are not proper subjects to be processed through the grievance procedure, including improvements of patient care, nursing practice and staffing.

2. The Medical Center recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and will duly consider such recommendations. The Medical Center will respond in writing to the Committee's written recommendations within two (2) weeks of receipt.

D. Agenda and Minutes. The Committee shall prepare the agenda and keep minutes of the meetings, copies of which shall be provided to the ~~Medical Center~~Chief Nurse Executive and a designated PNCC liaison from the Medical Center's management team and Association within two (2) weeks of the meeting.

E. ~~Assistant Administrator~~Chief Nurse Executive. The Committee may from time to time invite the ~~Assistant Administrator~~Chief Nurse Executive in charge of patient care or her/his designee to its meeting at mutually agreeable times for the purpose of exchanging information or to provide the ~~Assistant Administrator~~Chief Nurse Executive in charge of patient care with recommendations on pertinent subjects.

ARTICLE XVI— TASK FORCE

A. Purpose. The parties reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and maintain professional standards, a task force shall be established to examine nursing practice and staffing issues, including patient load, patient assignment, classification/acuity system, orientation, utilization of temporary nurses and resource, float pool, "short-hour" nurses, career ladder and clustering of units.

B. Membership. Association shall appoint three (3) members to the task force, at least two (2) of whom shall be employed by the Medical Center. The Medical Center hereby designates the Director of Nursing Service, the Associate Administrator and Assistant Director of Nursing, or such other persons as may be designated by the Administrator in their place(s), as its three members of the task force.

C. Meetings. The task force shall meet at least once a month to accomplish its assignment. Nurse members and one (1) designated nurse alternate shall be paid up to three (3) hours per month for attendance at task force meetings.

D. Agreement. If after exploring alternatives mutual agreement upon a solution acceptable to the task force is reached, such will be implemented by the Medical Center.

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

ARTICLE XVII—HEALTHY WORK ENVIRONMENT

A. AACN Standards for a Healthy Work Environment. The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together – including using the existing processes – to address the elements of a healthy working environment, and agree with the AACN statement: “Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change.” To begin the work towards that goal, the parties have developed the

Initial Action Plan for a Healthy Work Environment and will continue this work during the term of this Agreement.

B. HB 2800. The parties acknowledge that the Medical Center is required to follow the provisions of HB 2800 regarding staffing and staffing committees. If any nurse has concerns regarding staffing, he or she is encouraged to raise those concerns, without fear of retaliation. The method(s) and process(es) for raising such concerns is part of the work to be done by the parties toward the goal of a Healthy Work Environment, including communication for raising such concerns.

ARTICLE XVIII—SENIORITY AND JOB POSTING

A. Definition of Seniority. Subject to paragraph 1 below, a nurse's seniority shall continue to be computed from the time of his/her last continuous employment by the Medical Center in any capacity within the bargaining unit, based on the date on which the nurse started bargaining unit work.

1. Resource nurses.

a. **Employed on Ratification of Resource Nurse Agreement.**

Seniority will be calculated for resource nurses effective 90 days following ratification of the Agreement incorporating resource nurses. A resource nurse's seniority will be calculated based on his/her last continuous employment by the Medical Center as a registered nurse, at the rate of one year of seniority for every three completed years of employment as a registered nurse. Partial years will be credited, if needed, at the rate of one-third.

Note: Any currently employed bargaining unit nurse will not be given seniority credit for prior work as a resource nurse.

b. **Hired After Ratification of Resource Nurse Agreement.**

A resource nurse's seniority will be calculated based on his/her last continuous employment by the Medical Center as a resource nurse, at the rate of one year of seniority for every

three completed years of employment as a resource nurse. Partial years will be credited, if needed, at the rate of one-third.

Note: After ratification of the Agreement re: Resource nurses, seniority for any nurse moving between resource and non-resource bargaining unit positions will be based on total employment in a bargaining unit position (with the 1:3 calculation for time as a resource nurse, as noted in 1a above).

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

1. Quits unless reemployed within twelve (12) months.
2. Is discharged for just cause.
3. Is laid off for lack of work for twelve (12) consecutive months.
4. Is absent from work without good cause for three (3) consecutive working days without notice to the Medical Center.
5. Fails to report for work promptly without good cause after an accident or illness when released to return to work by physician.

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

1. The Medical Center may temporarily fill the position during the posting period with a person of its choosing.
2. A nurse who desires to change shifts or to move to another position in the Medical Center shall complete a transfer request form for that position.
3. Managers will make a good faith effort to communicate the posting or anticipated posting of positions to nurses working on the unit where a position will be posted. Such communication may be by email, staff meeting announcements, or other regularly used methods of communication.

D. Seniority Consideration. Qualified senior nurses shall be given shift and unit preference when a vacancy occurs. To exercise seniority, the senior nurse must agree to work the number of days or weeks of the vacant position. A nurse who has left the bargaining unit may not use his/her seniority to gain reemployment and/or transfer back into a bargaining unit position. If a nurse returns to a bargaining unit position, seniority may then be used as set forth in Article XVIII 1.B.

E. Charge Nurses. Seniority shall prevail in advancement to Charge Nurse vacancies, provided the skill, ability, and qualifications of the nurses are equal. The Medical Center shall be the sole judge of the relative skill, ability, and qualifications of the nurses, which said judgment shall not be arbitrarily or capriciously exercised.

F. Agency or Travelers. There will be a posted bargaining unit position within a cluster (within a unit in the perinatal and surgical clusters) where guaranteed agency nurses or travelers are being used to perform bargaining unit work other than to fill bargaining unit positions because of any combination of leaves of absence, vacations, holidays, and sick leave.

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

ARTICLE XIX—REDUCTIONS- IN FORCE AND LOW CENSUS

A. Layoff. A layoff is defined as a staff reduction because of a position elimination or long-term reduction in hours, unit closure or merger, or Medical Center projections that the staff reduction in a unit and shift will continue for an extended period. ~~Seniority shall prevail in layoff and recall, provided the senior nurse is qualified.~~

1. In the event of a layoff or elimination of a nurse's position, the nurse with the least seniority, the nurse with the least seniority (as defined in Article XVIII) among the nurses in the shift of the patient care unit where such action occurs, will be displaced from his/her position. The displaced nurse will then have the following options:

a. The displaced nurse may take the position of the least senior regular nurse in the same patient care unit, provided he/she is qualified to perform the work of that position (the nurse whose position is thus taken will become the displaced nurse for purposes of the following subsections); or

b. The displaced nurse may take the position of the least senior regular nurse in the bargaining unit, provided he/she is qualified to perform the work of that position. However, no regular full-time or part-time nurse will be required to take the position of resource nurse and no nurse with benefits will be required to take a non-benefitted position. (The nurse whose position is thus taken will become the displaced nurse for purposes of the following subsections); or

c. The displaced nurse may elect reclassification to resource status on a non-regularly scheduled basis; or

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

e. The displaced nurse will be laid off.

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

3. Recall from layoff will be in the order of laid off nurses' seniority, provided the nurse is qualified to perform the work of the recall position. A displaced nurse under any of the five preceding subsections, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and shift from which the nurse was displaced.

in order of their seniority. Rights under this paragraph continue for up to six (6) months from the date of displacement.

4. The Medical Center will give the Association at least two weeks' advance notice of involuntary layoffs under A above or of a unit closure or merger which will include elimination of a nurse's regularly scheduled hours and/or shift assignment.

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

B. Low Census Definitions:

1. Low Census - A Low Census event occurs when the Medical Center determines that there are more nurses scheduled or working than needed.

2. Rolling Calendar Year - For this Article, Rolling Calendar Year will mean the 26 pay periods preceding the current pay period.

C. Low Census Process:

1. Low Census will be assigned in the following sequence within the cluster (and within unit in the surgical clusters) where the need for Low Census is identified in the following order:

a. Per diem agency nurses.

b. Temporary nurses.

c. Resources nurses after they have worked 24 hours in that week. If more than one resource nurse is subject to low census, the unit will use a rotation system to determine which nurse will receive low census.

c. Nurses whose work would be payable at overtime or other premium rates, including for extra shifts.

d. Volunteer nurses on units, followed by volunteer nurses within the cluster where the Low Census will occur, subject to the provisions of Sections (D(2)(b) and (E), below. Lists of requested voluntary Low Census are maintained in the appropriate department indicating Low Census and the nurse must designate his or her preference related to Standby at the time the nurse places his or her name on the list. Such preference will be considered by the Medical Center in determining which nurse will be given the Low Census, based on the determination as to the standby needs for the unit/cluster (e.g., with or without standby). Where multiple requests are received for the same status of voluntary low census (e.g., with or without standby), the earliest request(s) will be given preference and the order will be viewable by nurses on-line, provided that a nurse on the same unit or cluster is qualified to perform the work of the nurse given the time off.

i. The parties acknowledge that the Medical Center will make its best effort to select accurately among volunteers for low census. The parties agree, however, that through June 30, 2012, no grievance may be filed about disputes between two or more volunteers for low census.

- ii. The parties also acknowledge that the Medical Center may assign Low Census to a nurse in the categories below, if the only volunteer does not indicate the standby preference needed by the Medical Center.
- e. Temporary nurses (which includes Resource nurses), regardless of the number of shifts they worked that week.
- f. Guaranteed agency nurses, followed by travelers.
- g. Low Census from the “Mandatory List” will be assigned to the nurse with the lowest “Factor”.
- i. **“Factor”**. Beginning with the pay period that begins 90 days after ratification of this Agreement, a Mandatory List will be compiled, by assigning each full-time and part-time nurse a Factor calculated as follows:

$$\frac{\text{Nurses's Total Low Census Hours}^{\diamond} \text{ (voluntary and mandatory) in a rolling calendar year}}{\text{Nurse's FTE (expressed in annualized hours for the rolling calendar year)}}$$

[♦]Cancelled Extra Shifts are not included in the Low Census hours.

~~ii. For purposes of calculating the numerator above, banked EDO hours under the preceding EDO system will be recorded in the new system as if all such banked hours were in first week of the new system. At the end of the first rolling calendar year of the new system, such hours will no longer be counted.~~

~~iii.~~ The Mandatory List will be updated every 12 to 24 hours, and will be available for viewing by nurses. Each nurse is responsible for checking the Mandatory List and alerting his or her manager to any concerns with the calculation for that nurse or the nurse's relative placement on the list.

~~iviii.~~ Situations that will alter the assignment of Voluntary and Mandatory Low Census by the lowest Factor are:

(a) The nurse's qualifications may not meet the needs of an area. Example: Charge nurse required, new graduate available. Special care nurse needed, staff nurse available.

(b) The nurse whose turn it is to be off is already on an assigned day off.

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

D. Nurses' Status While on Mandatory ~~or Voluntary~~ Low-Census Before the Start of the Shift.

1. ~~A~~When a nurse may be placed by the Medical Center ~~in one of on low census,~~ the following ~~three categories:~~nurse will request either:

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

b. Partial ~~Day~~Shift Low Census.

~~i. With Standby for~~ This means that the ~~cluster.~~ The regular full-time and/or regular part-time nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse's straight time hourly rate. nurse is obligated to the Medical Center for a portion of that shift.

ii. ~~Without Standby. The~~ The Medical Center will, consistent with operational and patient care needs, make its best efforts to honor the nurse's preference for full or partial shift low census.

2. Partial Shift Low Census.

a. If the Medical Center cannot honor a nurse's request for full shift low census, it will place the nurse on partial shift low census. The nurse will then receive a scheduled partial shift of either eight or four hours. If standby is needed by the Medical Center, the nurse will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate, but will not the option to be placed on standby for the other nurse's cluster during the low census portion of the nurse's shift.

e. ~~Standby Shift for~~ If the cluster. The regular full-time and/or regular part-time nurse will be placed on standby, and if is called into to work during the time the nurse is on voluntary standby, the standby provisions of this contract will apply (provided, however, that a nurse assigned "Low Census Standby" will have one hour to report to work, if called).

2. ~~The Medical Center will identify the nurse to be placed on standby starting with the nurse with the highest Factor (as defined above). The Medical Center will then attempt to assign Low Census for the full shift, when reasonably feasible.~~

b. If the Medical Center places a nurse on partial shift low census and the nurse has informed the Medical Center of the nurse's preference to be placed on full shift low census, that nurse will be moved to the top of the list for voluntary low census. If there is subsequent low census in that nurse's cluster before the nurse has reported to work such that the nurse could be given full shift low census, the Medical Center will honor that nurse's request for voluntary low census before honoring the request of any other nurse who has already reported to work or who would have been ahead of the nurse on the voluntary low census list.

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

E. Nurses' Status While on Voluntary Low-Census Before the Start of the Shift.

1. The Medical Center will, consistent with operational and patient care needs, make its best efforts to honor a nurse's preference for voluntary low census. When volunteering for low census, the nurse may ask to be placed on either (1) full shift low census with or without standby, or (2) partial shift low census with or without standby, but with a scheduled partial shift of either eight or four hours. If the nurse is called in to work during the time the nurse is on voluntary standby, the standby provisions of this contract will apply.

2. If the nurse on voluntary low census is given a scheduled partial shift, the nurse is moved to the top of the list of volunteers for full day low census. If there is subsequent low census on that nurse's unit before the nurse has reported to work, in order to better ensure consistency of patient care and patient safety, the Medical Center will give that nurse full shift low census before honoring any request for voluntary low census from a nurse who has already reported to work.

ARTICLE XX—NO STRIKE/NO LOCKOUT

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

ARTICLE XXI—GRIEVANCE PROCEDURE

A. Purpose. Both the Medical Center and Association subscribe to the principle that grievances be promptly heard, acted upon and effectively resolved. Grievances which arise

between the Medical Center and any nurse during the term of this Agreement shall be handled through this Article.

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

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

D. Procedure:

1. **Step 1:** The nurse shall present his/her grievance in writing to the nurse manager or appropriate representative of the Medical Center as soon as possible but no later than ~~15~~14 days from the date of occurrence, or the date when the nurse should reasonably have known of the occurrence, of the alleged violation upon which the grievance is based ~~(10 days from the date of any discharge, suspension or discipline upon which the grievance is based).~~ The grievance shall set forth the facts of the dispute, including the date of the alleged violation, the names of the employee(s) affected, the specific provisions of this Agreement in dispute, and the relief requested. Any nurse who is an officer of the bargaining unit or the Association may present a group grievance where the occurrence actually involved at least four nurses; provided that either an officer of the bargaining unit or one of the affected nurses signs the grievance. The nurse manager or appropriate representative of the Medical Center- shall respond in writing with his/her specific reasons within seven (7) days after the discussion, if any, or within 14 days after receipt of the grievance, whichever is later.

2. **Step 2:** If the nurse is dissatisfied with the decision under Step_1, the nurse may present the grievance in writing to the Director of Nursing or appropriate management representative within seven (7) days of receiving a response required by Step_1. The Director of Nursing or other appropriate management representative shall meet with the grievant and a representative of the Association within seven (7) days and shall render a written response within five (5) days of such meeting.

3. **Step 3:** If the grievance is not resolved under Step_2, Association may submit the grievance to the Administrator within seven (7) days after receipt of the Director's response. The submission will include a written statement of the specific reasons for moving the grievance to this step that will provide the Administrator with sufficient information to investigate and respond to the grievance. The Administrator or designee's written response to the grievance shall be given within seven (7) days after a meeting between him/her and the grievant and a representative of Association. If no meeting is held, such written response is due within ten (10) days of presentation of the grievance.

4. **Step 4:** If the grievance is not resolved on the basis of the foregoing procedure, Association may submit the grievance to arbitration by notifying the Medical Center in writing within ten (10) days from receipt of the Administrator's response, or if the written response is not received within that time period, within twenty (20) days after proper presentation of the grievance to Step_3.

a. In the event the parties are unable to agree on the arbitrator within seven (7) days from the date the grievance is tendered at Step 4, the arbitrator shall be chosen from a list of five (5) names from the state of Oregon furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by the flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

b. The arbitrator will render a decision within thirty (30) days from the close of the hearing.

c. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement.

d. Expenses and compensation of the arbitrator will be divided equally between the Medical Center and Association.

E. Time Lines. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to a step are not met, unless the parties agree in writing to extend such time limits.

ARTICLE XXII—SEPARABILITY

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

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

ARTICLE XXIII—SUCCESSORS

In the event that the Medical Center shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which in whole or in part affects the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of this Agreement. The Medical Center 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, the Medical Center shall have no further obligations hereunder from date of takeover.

ARTICLE XXIV—DURATION AND TERMINATION

A. Duration. This Agreement shall be effective as of the date of execution, except as specifically provided otherwise, and shall remain in full force and effect until December 31, ~~2011~~2013, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this article.

B. Modification.

1. If either party hereto desires to modify or amend any of the provisions of, or to terminate, this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31, ~~2011~~ 2013, or any December 31 thereafter that this Agreement is in effect.

~~2. This Agreement may be opened by mutual agreement of the parties at any time. Notwithstanding the prior sentence, the parties agree that each may open for negotiation one non-economic issue (other than Article XII) in December 2009.~~

IN WITNESS WHEREOF, the Medical Center and Association have executed this Agreement as of this - _____ day of _____, 20____, 2011.

OREGON NURSES ASSOCIATION

PROVIDENCE ST. VINCENT
MEDICAL CENTER

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

APPENDIX A—COMPENSATION

A. **Wage Rates.** The following are the rates of pay of all Staff Nurses employed under the terms of this Agreement:

1. ~~Effective~~If the first full pay period that includes January 1, 2008 , for all
~~nurses employed on~~Agreement is ratified by December 21, 2011, the date of ratification
~~by the bargaining unit, the 1/1/2008 hourly~~2012 wage rates set forth in the chart below
will ~~apply~~be effective on December 18, 2011, and all other wage changes (differentials)
will be effective on January 1, 2012. Thereafter, effective the first full pay period that
includes the date listed, the hourly rates listed in that column will apply.

| 1 | 32.69 | 33.34 |
|----|-------|-------|
| 2 | 34.43 | 35.12 |
| 3 | 35.54 | 36.25 |
| 4 | 36.70 | 37.44 |
| 5 | 38.22 | 38.98 |
| 6 | 40.34 | 41.15 |
| 7 | 40.75 | 41.56 |
| 8 | 41.14 | 41.96 |
| 9 | 41.54 | 42.38 |
| 10 | 41.94 | 42.78 |
| 11 | 42.34 | 43.19 |
| 12 | 42.74 | 43.59 |
| 13 | 43.12 | 43.98 |
| 14 | 43.53 | 44.40 |
| 15 | 43.92 | 44.80 |
| 16 | 44.36 | 45.25 |
| 17 | 44.81 | 45.71 |
| 18 | 45.24 | 46.15 |
| 19 | 45.69 | 46.61 |
| 20 | 46.13 | 47.06 |
| 21 | 46.84 | 47.78 |
| 22 | 47.55 | 48.50 |
| 25 | 48.51 | 49.48 |
| 30 | 49.24 | 50.22 |

2. Nurses' compensation shall be computed on the basis of hours worked.

3. For the year 2006 only, nurses will be eligible for:

a. Step 10 if, in accordance with Paragraph 5 below, they have been continuously employed under this Agreement and its predecessors for at least ten (10) years, or have been continuously employed at Step 6 for at least four (4) years;

b. Step 15 if, in accordance with Paragraph 5 below, they have been continuously employed under this Agreement and its predecessors for at least fifteen (15) years, or have been continuously employed at any combination of Steps 6, 10 and former 12 for at least nine (9) years;

c. Step 20 if, in accordance with Paragraph 5 below, they have been continuously employed under this Agreement and its predecessors for at least twenty (20) years, or have been continuously employed at any combination of Steps 6, 10, former 12, and 15 for at least fourteen (14) years; or

d. Step 21 if, in accordance with Paragraph 5 below, they have been continuously employed at Step 20 for at least one (1) year.

e. Step 22 if, in accordance with Paragraph 5 below, they have been continuously employed (1) by the Medical Center for at least 20 years and (2) at Step 21 for at least one (1) year.

4. A nurse shall progress according to the year-to-year wage progression set forth in this section at the end of each anniversary date, provided that he/she has worked a minimum of 650 hours. In the case where a nurse has not worked 650 hours during any

anniversary year, advancement to the next wage step shall be delayed until completion of 650 hours of work. Computation of 650 hours in the following years shall commence upon completion of the prior 650-hour requirement.

5. A new Step 25 shall be effective as of July 1, 2006. To be eligible for Step_25, the nurse must have been continuously employed by the Medical Center for at least 25 years and at Step 22 for at least one year.

6. A new Step 30 still be effective as of January 1, 2012. A nurse will progress to Step 30 after being on Step 20 or higher for ten years

B. Additional Wage Provisions.

1. Nurses' compensation shall be computed on the basis of hours worked.

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

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

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

5. Credit for prior experience: A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s) during the immediately preceding five (5) years. A year of experience under this section is 2,080 hours of the related work. The Medical Center may, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

C. Differentials.

1. Charge Nurses. Charge nurses shall receive a differential of \$3.35~~60~~ per hour in addition to the appropriate Staff Nurse hourly rate set forth above. Relief charge nurses shall receive, during the period of assignment to the charge nurse function, \$1.80~~2.10~~ per hour in addition to the appropriate Staff Nurse hourly rate set forth above.

2. Shifts.

a. Nurses will be deemed to be assigned for shifts as follows:

Half or more of the nurse's
assigned hours are between
the hours of:

7 a.m. and 3 p.m.

3 p.m. and 11 p.m.

11 p.m. and 7 a.m.

Shift

Day

Evening

Night

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

b. Effective with the first full pay period beginning after ratification of this Agreement, nurses assigned for evening and night shifts shall be paid, in addition to the appropriate Staff Nurse rate set forth in Section A above, as follows:

(i) Evening shift: \$2.25~~50~~ per hour (~~\$2.35 in 2009~~).

(ii) Night Shift: \$5.50~~80~~ per hour (~~\$5.75 in 2009~~).

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

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

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

e. However:

- (i) Nurses scheduled for a 7 a.m. to 7:30 p.m. shift (day shift as defined above) will be paid evening shift differential for all hours worked on the shift after 3:30 p.m., if those hours do not otherwise qualify for shift differential under the other paragraphs of this section 2; and
- (ii) Nurses who, on the date of ratification of this Agreement are regularly assigned to a shift for which they receive shift differential pay for hours that would not be eligible for shift differential pay under 2.a above, will continue to be paid the shift differential for those hours. This paragraph will cease to apply once the nurse is assigned to another shift. The nurse will thereafter be subject to the preceding paragraphs.

3. Certifications. Effective with the first full pay period beginning after ratification of this Agreement, a nurse who meets the requirements of this section shall receive a \$1.75~~per~~per75 per hour certification differential.

- a. The nurse must have a current nationally recognized certification on file with the Medical Center for the area where the nurse works a significant number of hours. Eligibility for the 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 Medical Center of certification renewal before that date. If the proof is submitted to the Medical Center after that date,

the certification differential will be resumed beginning with the first full pay period following the submission.

b. A nurse will be deemed to have worked a significant number of hours in the area if at least one-half of the nurse's hours worked are in that area. The Medical Center may, in its discretion, determine that some lower proportion of hours worked in an area qualifies as a significant number of hours worked for the purposes of this section.

c. Only one certification and one certification differential will be recognized at a time for the purposes of this section. Nurses with multiple recognized certifications will receive certification differential for only one at a time.

d. The Medical Center will specify not less than one certification to be recognized for each of the following areas: med/surg, day/surg, float, surgery, critical care, IV therapy, emergency, family maternity, recovery, orthopedics, neuroscience, psych, and kidney dialysis. The IBCLC certification will also be recognized under this section for the family maternity area, and will replace all other premiums for such certification or expertise.

4. Preceptors. Effective with the first full pay period beginning after ratification of this Agreement, a nurse assigned as a preceptor will be paid a differential of ~~\$1.75 per hour (\$1.80 in 2009; \$2.00 in 2011)~~ 2.00 worked as a preceptor. A preceptor is a nurse who is designated by his/her nurse manager 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. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

D. Standby Compensation. The following standby compensation policies shall apply to nurses regularly employed full time and part time:

1. Effective with the first full pay period beginning after ratification of this Agreement, nurses scheduled for standby shall be paid the sum of ~~\$3.50 (\$3.75 in 2009; \$4.00 in 2011)~~ \$4.25 (\$4.45 in 2013) for each hour of scheduled standby.

~~2. Effective with the first full pay period beginning after ratification of this Agreement, time~~
2. Time actually worked on a call-back while on scheduled standby (defined as either being called at home or being assigned to continue work at the end of a scheduled shift) shall be paid for at one and one-half (1-1/2) times the nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such premium pay rate will begin with the time the nurse actually begins work during the standby period.

E. Extra Shifts.

1. Extra shifts differential. A nurse will be paid a differential of \$18.00 per hour for all hours worked per week in excess of the number of the nurse's regularly scheduled hours for the week, when such excess hours result from the nurse agreeing to work an extra shift of at least four (4) hours in duration (3.5 hours for 9-hour shift nurses), at the request of the Medical Center. This differential will be \$19.00 per hour for hours worked on weekend shifts, which are defined as shifts beginning within the period from 7:00 p.m. on Friday through 6:59 p.m. on Sunday. The differential will not be paid for any unworked hours.

2. Regularly scheduled hours. For the purposes of determining "the nurse's regularly scheduled hours for the week" under Paragraph 1 above, regularly scheduled hours actually worked in the week will be counted, and the following regularly scheduled hours will also be counted for the week:

a. Not worked because of Low Census;

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

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

c. Not worked because the nurse was excused due to a holiday under Article VI, Section A (including a compensating day off given for one of those holidays), from hours that would otherwise have been worked.

Hours worked in determining eligibility for this differential will not include hours worked as a result of trades or of being called into work while on standby.

3. Reduction in FTE status. If a nurse's FTE status is reduced, this differential will be payable to the nurse only for extra shifts worked after the completion of 26 full pay periods following the nurse's FTE reduction, with the exception of a change from a 40-hour to a full-time 36-hour per week shift.

4. Scheduled extra shifts. After the scheduling plan sheet is processed, the unit manager will determine which shifts will be offered as scheduled extra shifts. These shifts will be posted on the unit.

a. Prior to offering any extra shifts, the Medical Center may assign each resource nurse up to 24 hours of work per week.

a.1. Notwithstanding the prior paragraph, through June 1, 2012, the Medical Center may assign each resource nurse up to 36 hours of work per week prior to offering any extra shifts.

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

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

d. If a scheduled extra shift is canceled, and if standby is needed by the Medical Center~~may assign placement~~, the nurse will be given the option to be on standby to for the canceled nurse.~~nurse's cluster.~~

e. Any nurse scheduled to work an extra shift will receive at least two (2) hours' advance notice if the shift is to be canceled. This notice requirement will be deemed satisfied by a reasonable effort to notify the nurse by telephone not to report for work.

f. If the foregoing notice provision is not satisfied, or if the nurse is permitted to come to work without receiving any notice, the nurse is eligible to receive four (4) hours of pay in accordance with the provisions of Paragraph 1 herein.

g. Nurses working scheduled extra shifts are subject to being called off, after four (4) hours of work, prior to any other nurse working a regular shift, subject to the particular needs of patients and continuity of patient care at the time of the call-off.

h. Qualifications. To qualify for working an extra shift, a nurse must have the skill, ability and qualifications that meet the needs for the particular assignment. Nurses will not be qualified for working an extra shift ~~if they are~~ on for a period of six (6) months after receiving a corrective action.

APPENDIX B-- CLINICAL LADDER

LETTER OF AGREEMENT: CLINICAL LADDER

Providence St. Vincent Medical Center ("the Medical Center") and Oregon Nurses Association ("Association") hereby adopt the currently agreed upon Clinical Ladder Program ("the Program") and the following terms in connection with said Program:

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

| | |
|--------|----------------------------------|
| RN I | \$1.50 (\$1.75 effective 1/1/11) |
| RN II | \$3.00 |
| RN III | \$5.00 |
| RN IV | \$6.00 |

4. In addition to the above-listed increase in hourly rate of pay, Nurses approved for and participating at, the following shall be eligible for:
 - a. Level I RNs 8 hours, Level II RNs 16 hours, Level III and Level IV RNs 32 hours additional paid educational leave annually.
 - b. Level I RNs will receive up to one hundred and fifty (\$150.00), Level II RNs will receive up to three hundred dollars (\$300.00), Level III RNs will receive up to six hundred dollars (\$600.00), and Level IV RNs will receive up to seven hundred dollars (\$700.00), in addition to whatever expense reimbursements they may otherwise qualify for, to defray the cost of registration and attendance in connection with the additional paid educational leave set forth in paragraph 4a. (The parties acknowledge that these dollars are allocated based on a calendar year and, if not used in a calendar year, the funds will not rollover into the next year.)

5. The Medical Center shall provide an educational conference in ~~alternating years (with no conference in 2010)~~, 2011, exclusively for all Clinical Ladder participants. Request for released time from work will be subject to the Medical Center's staffing needs. Conference attendees will receive additional paid educational leave to attend this conference. If the Medical Center does not release a Clinical Ladder participant from work to attend the conference, the Nurse will, upon request, be given paid educational hours equivalent to the conference time, at a later date.
6. The Program will remain in effect as currently agreed upon, except as modified by this Letter of Agreement or by subsequent agreement of the parties. Notwithstanding this provision, if the Clinical Ladder Board determines additional revisions to the clinical ladder packet (non-economic terms) are appropriate, the Board may request that the Medical Center and Association meet to review the Board's proposed changes. If the Association and the Medical Center mutually agree, the parties may modify the clinical ladder packet prior to July 1, 2012.
7. The Program will continue in effect, in accordance with this Letter of Agreement, until July 1, 2012. It will remain in effect from year to year thereafter unless either party notifies the other of its desire to terminate or modify it, by giving at least ninety (90) days written notice of termination to the other party and at least sixty (60) days written notice of termination to the Federal Mediation and Conciliation Service. Whether or not such notice is given, all provisions of this Agreement, including its No Strike/No Lockout article will remain in full force and effect in accordance with the terms of the Agreement.

IN WITNESS ~~WHEREOF~~ WHEREOF, Medical Center and Association have executed this Agreement as of this ____ day of _____, 2010.

OREGON NURSES ASSOCIATION

PROVIDENCE ST VINCENT MEDICAL
CENTER

Signed by ONA

Signed by the Medical Center

OREGON NURSES ASSOCIATION

PROVIDENCE ST. VINCENT
MEDICAL CENTER

By _____

By _____

|

|

APPENDIX C—STANDARDS OF BEHAVIOR

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

- A. Zero Tolerance. The parties agree to cooperate with each other to promote zero tolerance of hostile, violent or abusive behavior, consistent with existing contract provisions and Medical Center policies prohibiting intimidation and harassment.
- B. Collaborative Work Environment. The parties agree to actively and cooperatively reinforce with bargaining employees and their managers the positive attributes that characterize and sustain a collaborative, professional workplace environment.
- C. Reporting and Non-Retaliation. The Medical Center, in partnership with the Association, supports nurses individually addressing and reporting, if necessary, incidents that involve violations of the above-referenced standards of behavior. The parties will be diligent in assuring that no nurse will experience any retaliation for reporting such a violation.

APPENDIX D- – OPERATING ROOM PROCEDURE

A. Nurses in the Main Operating Room.

1. The department will be staffed twenty-four (24) hours a day, with work schedules designed to provide care as needed. Start times generally are: 7-am, 9-am, and 11-am on day shifts, 3-pm on evening shifts, and 11-pm on night shifts. Nurses who have worked continuously in the operating room or the cardiac surgery unit since before January-1, 1980, will not be scheduled to work Sundays (except on standby) without their consent.

2. Standby:

a. Nurses who have been assigned a regular schedule of standby in the Medical Center's operating room for at least twenty (20) years as an RN or operating room technician will be exempt from standby if they so choose before the schedule is prepared. This exemption will not apply to nurses who enter the operating room on or after January 1, 2000. If there are problems in covering standby, the Medical Center and Association will meet, upon request, to consider modification of the exemption in order to provide appropriate standby.

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

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

d. Resource Nurses. Resource nurses hired after ratification shall be subject to the requirements of Article V. H.3. Resource nurses employed prior to the date of ratification in OR will not be subject to the standby requirements in

Article V. H.3 but shall continue to fulfill the standby requirements which existed prior to ratification of the Resource Nurse Agreement.

3. Main operating room nurses may be assigned to provide operating room procedures in any department or unit.

4. Changes in the assigned days off of part-time nurses may occur (a)-when the nurse's scheduled shift or FTE status changes; (b)-on a voluntary basis if agreed to by the Medical Center; or (c)-in all other circumstances, on the basis of reverse seniority of the part-time nurses on the shift. If a nurse's assigned days off are changed under c and a vacancy occurs on the same shift with the same number of days per week within 90-days of the change, the nurse will be given the first opportunity to fill the vacancy. The preceding sentence will not apply to nurses who enter the main operating room on or after January-1, 1994.

5. Except as limited by 1 or 2.d above or as the result of volunteers, nurses will rotate to cover weekend shifts, usually not more than once every five to six weeks.

B. Cardiac Surgery Operating Room Nurses.

1. The cardiac surgery operating room unit will be staffed, with work schedules designed to provide care as needed. Nurses who have worked continuously in the operating room or the cardiac surgery operating room unit since before January-1, 1980, will not be scheduled to work Sundays (except on standby) without their consent.

2. Standby:

a. Nurses who have been assigned a regular schedule of standby in the Medical Center's operating room or cardiac surgery operating room unit for at least twenty (20) years as an RN or operating room technician will be exempt from standby if they so choose before the schedule is prepared. This exemption will not apply to nurses who enter the cardiac surgery operating room on or after January 1, 2000. If there are problems in covering standby, the Medical Center

and Association will meet, upon request, to consider modification of the exemption in order to provide appropriate standby.

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

c. Standby hours may be “given away” to qualified staff with the prior approval of the Medical Center.

3. Cardiac surgery operating room nurses will float to other cardiac operations departments and the main operating room, subject to the provisions of Article XX, and perform prescribed duties as needed.

C. Overtime Waiver. Operating Room nurses, and Post Anesthesia Care nurses, when all of the work in the 24-hour period is performed in the provision of post anesthesia care, may waive overtime under Article V, D.2 (or daily overtime under any applicable Nine-hour, Ten-hour, or Twelve-hour Schedule Agreement), by signing a form which provides for replacement of such waived overtime with overtime compensation for all consecutive hours worked in excess of eight (or nine, or ten, or twelve, if applicable, under the Nine-hour, or Ten-hour, or Twelve-hour Schedule Agreements). Such waiver may be revoked upon 30-days’ written notice to the Medical Center.

APPENDIX E

The parties agree that the Medical Center will implement one new health insurance plan for 2012. The Medical Center and ONA agree that the nurses will participate in the plan, as offered to the majority of the Medical Center's employees, provided, however, that the Medical Center agrees that the plan will have the following provisions:

1. Deductible and a Health Reimbursement Account ("HRA") with potential contributions from the Medical Center 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 Medical Center, 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: The following will be the 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 the attached 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:

| | 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, 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:

| 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 |

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 Medical Center. Toward that end, the Medical Center will form a Task Force on Health Insurance.

The purpose of this committee is to review relevant data and provide input and recommendations to the Medical Center 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. 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.

The Medical Center 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 Medical Center. The Task Force will meet at least quarterly, and the nurse members will be paid for attendance at the Task Force meetings.

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

| 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% |

Memorandum of Understanding

1. In the first full pay period in June 2013, the Medical Center will pay each nurse employed as of that date a one-time lump sum bonus equal to 0.4% of that nurse's gross wages from bargaining unit work performed for the Medical Center in the twenty-six (26) pay periods immediately preceding April 30, 2013, less legally required deductions.
2. The seven nurses serving on the bargaining team for the Association will be entitled to take two days (8 hours each) of educational leave in addition to the leave to which they would otherwise be entitled under Article XIV. Each nurse may take one education day in 2012 and one in 2013.

NINE-HOUR SCHEDULE AGREEMENT

PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

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

Signature of employee

Date: _____

Employee # _____

APPROVED:

For Providence St. Vincent Medical Center

cc: Employee
Employee's File

TEN-HOUR SCHEDULE AGREEMENT

PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the 10-hour schedule.

2. I understand and acknowledge that, in place of Article-V-C of the current Agreement between Providence St.-Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1-1/2) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:

a. Ten (10) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or

b. Forty (40) hours in each workweek of seven (7) consecutive days.

3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.

4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

Signature of employee

Date: _____

Employee # _____

APPROVED:

For Providence St. Vincent Medical Center

ecc: Employee
Employee's File

TWELVE-HOUR SCHEDULE AGREEMENT

PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the 12-hour schedule. Under this schedule, the normal work day shall consist of 12 hours work per day within 12-1/2 consecutive hours, with a work schedule based on three 12-hour days per week.

2. I understand and acknowledge that in place of Article_V-C of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1-1/2) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:

a. 12 hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating 24-hours later; or

b. 36-hours every workweek of seven-(7) consecutive days.

3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30-days in advance.

4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

Signature of employee

Date: _____
Employee # _____ #: _____

APPROVED:

For Providence St. Vincent Medical Center

cc: Employee
Employee's File

LETTER OF AGREEMENT: RESOURCE NURSES

Providence St. Vincent Medical Center (“the Medical Center”) and Oregon Nurses Association (“Association”) agree to the following provisions:

1. Within 45 days following ratification of the Agreement incorporating Resource nurses into this Agreement, nurses will complete and submit information on a mutually-agreed form to confirm his/her employment and experience for purposes of determining seniority as set forth in Article XVIII, A.1.a. and placement on the wage scale according to the provisions below, respectively. Once confirmed by the Medical Center, that information will be used to calculate seniority and placement on the wage scale, and once the calculation is confirmed with the Association, that initial seniority calculation and placement on the wage scale cannot be the basis for any future grievance.
2. On or before the pay period 90 days following ratification of the Agreement incorporating resource nurses into this Agreement, the Medical Center will place each currently employed resource nurse on the wage scale set forth in Appendix A, section A, paragraph 1, with credit given for the nurse’s year of experience as an registered nurse in acute care in accordance with Appendix A (including section A, paragraph 3), as follows:

| Type of Position | Years of Experience | Step on the Wage Scale |
|------------------|---------------------|------------------------|
| Full-time | 1 | 1 |
| Part-time | 1 | 1 |
| Resource | 3 ^{^^^} | 1 |

^^^For nurses who have worked at the Medical Center as a resource nurse between 2002 and 2010, the Medical Center will total the hours worked during that time and divide by 936, to determine the years of experience for determining placement on the wage scale (provided however that this process will not result in more than 8 years credit for any one nurse).

Notwithstanding the prior paragraph regarding placement on the wage scale and the application of Appendix A, section A, paragraph 3, the Medical Center will place Resource Nurses who are employed as of the date of ratification and who have twenty or more years of acute care experience at Step 20 (and only at Step 20). This progression to Step 20 without the application of the provisions of Appendix A, section A, paragraph 3.c will be permitted only for those nurses who have such years of experience *as of the date of ratification*. Thereafter, all of the provisions of Appendix A, section A, paragraph 3 will apply to all movement in the wage scale.

If the Resource Nurse Agreement is ratified by March 1, 2010, the pay increases will be effective January 1, 2010.

If a resource nurse is paid higher than the wage rate determined by the process above plus the differential in paragraph 4, the Medical Center will “red circle” the resource nurse at his/her current wage rate (as of the time of ratification). The resource nurse will remain at that wage rate until the wage rate determined by the process outlined above plus the differential is higher than his/her current wage.

Bonus for 2010. Resource nurses who are red-circled will receive a one-time lump sum bonus in January 2011, in the amount of 1.5% of each resource nurse’s total earnings in 2010 from his/her resource position. This bonus will be paid to the resource nurse only if he/she remains employed as of December 31, 2010 in a resource capacity.

Bonus for 2011. Resource nurses (if any) who continue to be red-circled as of December 31, 2011, will receive a one-time lump sum bonus in January 2012, in the amount of 2.0% of each resource nurse’s total earnings in 2011 from his/her resource position. This bonus will be paid to the resource nurse only if he/she remains employed as of December 31, 2011 in a resource capacity.

3. Newly hired nurses will be placed on the wage scale in accordance with Appendix A, paragraph B.5.
4. After placement on the wage scale in Appendix A (as specified in paragraph 2 and 3), a resource nurse will be paid a differential of \$3.60 (\$3.75 effective the first pay period including January 1, 2012) per hour in lieu of receiving vacation/PTO, EIT, and insurance benefits.
5. Resource nurses will be compensated for standby time as outlined in Appendix A, section D.
6. The extra-shift provisions of Appendix A, section E will apply to resource nurses when a resource nurse works an extra shift of at least 4 hours, at the Medical Center’s request, after having worked 36 hours in that same week.

7. The provisions of the Letter of Agreement: Clinical Ladder will apply to a resource nurse only if the resource nurse worked at least 1,150 hours in the twelve months immediately preceding his or her application (initial and renewal) to the clinical ladder program. A resource nurse's first 200 hours not worked due to low census are considered to be "hours worked" for purposes of this section.
8. Nurses will progress on the wage scale as set forth in Appendix A, section A, on their respective anniversary dates (which means the seniority date determined by Article XVIII.A.1.a in paragraph 1 above for each resource nurse).

OREGON NURSES ASSOCIATION

PROVIDENCE ST VINCENT MEDICAL
CENTER

BY:

BY:

DATE:

DATE: