

PMH/ONA – Tentative Agreement 9/26/2017

This Agreement is by and between Providence Milwaukie Hospital ("the Hospital") and Oregon Nurses Association and Oregon Federation of Nurses and Health Professionals, Local 5017, American Federation of Teachers ("the Union"). The Hospital and the Union agree as follows:

ARTICLE 1 — RECOGNITION

The Hospital recognizes the Union as a collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for the bargaining unit certified by the National Labor Relations Board, Case No. 36-RC-6104, as follows: full-time and part-time registered nurses, including charge nurses, and all ~~on-call~~per diem registered nurses employed by the Hospital at 10150 S.E. 32nd Avenue, Milwaukie, Oregon, but excluding enterostomal therapists, infection control practitioners, quality management coordinators, employee health nurses, foot clinic nurses, ~~assistant nurse managers, _nurse managers, nursing directors, nursing supervisors~~, CRNAs, guards, ~~supervisors~~administrative and supervisory personnel, and all other employees.

ARTICLE 2 — DEFINITIONS

- A.** Nurse – a Registered Nurse currently licensed to practice professional nursing in Oregon.
- B.** Staff Nurse – A Registered Nurse who is responsible for the direct or indirect total care of patients.
- C.** Full-Time Nurse – A Staff Nurse who is regularly scheduled to work 72 or more hours per two-week pay period on a non-temporary basis.
- D.** Part-Time Nurse – A Staff Nurse who is regularly scheduled to consistently work between 48 and 71 hours per two-week pay period.
- E.** Regular Nurse – A Full-Time Nurse or a Part-Time Nurse who has completed the Introductory Period.

F. Charge Nurse – A Staff Nurse who also assists with and coordinates clinical activities, as assigned by the Hospital.

G. ~~On-Call~~Per Diem Nurse – A Staff Nurse whose job status is "on-call," which means that the nurse is assigned by the Hospital to work on an intermittent or unpredictable basis.

H. Temporary Nurse – A Staff Nurse who is employed for a specified period of time not to exceed six (6) months, or 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.

I. Benefit-Eligible Nurse – A Full-Time or Part-Time Nurse.

J. Preceptor Nurse – A Nurse requested by his or her nurse manager to attend the preceptor training program and coach nurses in the clinical setting. "Coaching" involves assisting the nurse in the learning/development plan, and, in conjunction with the nurse manager and/or designee, evaluating the nurse's progress during the plan and providing direct guidance and feedback to the preceptee and manager/designee.

K. Introductory Nurse – A full-time or part-time Registered Nurse who has been employed by the Hospital less than one hundred eighty (180) calendar days.

L. Workweek – A seven-day period beginning at 12:01 a.m. Sunday.

ARTICLE 3 — NON-DISCRIMINATION

A. The Hospital and Union will comply with applicable laws prohibiting discrimination in employment matters because of race, color, national origin, religious belief, sex, age, marital status, veteran status, mental or physical disability; lawful activities relating to Union matters that do not interfere with normal Hospital routine, the nurse's duties, or the duties of other Hospital employees; or any other legally protected status, including applicable laws regarding harassment. This section is intended to include sexual orientation in accordance with any applicable law regarding that status.

B. Nurses are encouraged to utilize the Hospital's internal complaint reporting processes.

ARTICLE 4 — MANAGEMENT RIGHTS

A. The Union recognizes the Hospital's right to operate and manage the Hospital and that the Hospital has the obligation to provide medical and treatment services and related health care within the community.

B. Except as particular matters are specifically limited by this Agreement, the Hospital has the exclusive right to operate and manage the Hospital, and the Hospital retains all rights, powers, and authority inherent in the management function.

C. The only limits on the Hospital's right to operate and manage the Hospital are those specifically expressed in this Agreement. If not expressly and specifically limited by this Agreement, all rights are subject to the Hospital's exclusive control.

D. The Hospital has the right to establish, change, modify, interpret, or discontinue its policies, procedures, and regulations.

ARTICLE 5 — HOURS OF WORK

A. The Hospital will make every reasonable effort to keep nurses working a regular eight (8), nine (9), ten (10), or twelve (12) hour shift. Exceptions may be made for operational and/or patient care reasons. In such cases, the manager will work with the nurse to minimize disruption to the nurse's schedule.

B. Meal and Rest Periods.

During each nurse's workday, the nurse shall receive the following:

1. One fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work which, insofar as practicable, shall be near the middle of such work duration. For nurses in Surgery who work ten-hour shifts, this break shall be twenty (20) minutes.

2. An uninterrupted meal period of one-half (1/2) hour on the nurse's own time, subject to paragraph 3 below.

3. The Hospital acknowledges the importance of breaks and meal periods to the nurses. The Union recognizes that emergent patient care needs will occasionally preclude the ability of the Hospital to schedule or provide rest and meal periods as described above. The parties therefore agree to the following:

a. Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest and meal periods.

b. 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:

(1) The process must have the agreement of the unit manager.

(2) The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift. On a unit-by-unit basis, a unit manager or designee may, upon the nurse's request, permit nurses to combine one rest period with a meal period.

(3) If a nurse believes that he or she is unable to take the breaks or meal periods described above, the nurse should inform his or her supervisor as soon as possible. If the supervisor is not available, the nurse will notify the charge nurse. The nurse's

immediate supervisor will make reasonable efforts to provide the nurse with such break(s) or meal period.

(4) If patient care needs require the nurse to remain at the nurse's duty station during such meal period, the nurse will be paid for such time (provided that the nurse informs his or her supervisor or charge nurse as outlined in subparagraph iii above), and the nurse will be offered an unpaid meal period as soon as patient care needs allow.

c. For nurses not working a standard 8-hour shift, the preferred approach is to relieve nurses for two 20-minute rest periods and one 30-minute meal period within a 10-hour shift in Surgery, and three 15-minute rest periods and one 30-minute meal period within a 12-hour shift.

4. Incidents of missed breaks or meals may be documented by the nurse and forwarded to the Task Force for discussion.

5. Consistent with ORS 653.077, nursing mothers may take one thirty (30) minute unpaid rest period during each four (4) hour work period for the purpose of the expression of breast milk.

6. The Hospital will make every reasonable effort to provide appropriate relief so that breaks may be taken. Appropriate relief for breaks will be detailed in each unit's staffing plan no later than December 31, 2018.

7. Nothing in this Article shall relieve the Hospital of its duty to provide breaks and meals as required under state law nor shall anything be construed to limit a nurse's potential remedies.

BC. Overtime Compensation.

Overtime compensation will be paid at one and one-half (1-1/2) times the nurse's average regular straight-time hourly rate of pay plus all differentials earned, consistent with applicable wage and hour law as of the date of ratification of this agreement. for all hours worked either (1) in excess of forty (40) hours in each workweek (thirty-six (36) hours for nurses regularly scheduled to work 12-hour shifts); or (2) in excess of eight (8) hours in each day or 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 Hospital.

1. Overtime compensation will also be payable for all hours worked in a shift in excess of the nurse's regularly scheduled shift duration. If the nurse has more than one regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under this section will be the duration specified for the shift to be worked.

a. When the applicable shift duration for determining eligibility for premium pay is less than 8 hours, excluding meal periods, overtime compensation will be paid only for hours worked in excess of 8 in the shift.

2. There will be no pyramiding of one and one-half and/or higher premiums, with the sole exception that hours worked on a recognized holiday at a premium rate of pay will be counted in the calculation of weekly or biweekly overtime.

CD. Assignment of Overtime.

1. The Hospital will comply with the provisions of ORS 441.166 (Hospital Nursing Services – Need for Replacement Staff) regarding assignment of overtime.

2. When there are multiple nurses who want to work overtime, the Hospital will continue its current practice of distributing overtime, which generally attempts to allocate work evenly among nurses who want to work such overtime.

DE. Training Opportunities.

The compensation provisions of Section 9.B and Section 17.B.4 of this Agreement shall not apply to a nurse who reports to work to receive the benefit of or fulfill a training

opportunity. This provision shall not apply to any training which is mandatory or required for the nurse to maintain his/her current position.

EE. Mandatory Education.

Nurses shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual nursing evaluation during regularly scheduled shifts. If there is difficulty in finding adequate uninterrupted time away from patient care duties to complete mandatory education or the nursing evaluation, the nurse may bring this difficulty to the attention of his or her supervisor or manager. The nurse and the manager will then work together to schedule a reasonable amount of paid time away from patient care, consistent with patient care needs, for the nurse to complete the education or evaluation at the Hospital. This may include during periods of low census, with the approval of the nurse's manager and/or nursing supervisor.

Nurses who report for mandatory education or staff meetings at the request of the Hospital outside of their regularly scheduled shift will be paid a minimum of one (1) hour of pay regardless of the length of the education program or staff meeting.

All travel time incurred in conjunction with mandatory education not offered at the Hospital campus will be paid in accordance with state and federal law and mileage reimbursed in accordance with Hospital policy. It is the responsibility of the nurse to record and timely report such time in accordance with Hospital policy.

When mandatory training is eight (8) hours or more, nurses will be paid for their full regular shift length. If training occurs on-site and is less than the nurse's regularly scheduled shift in duration, the nurse and the manager will work together to ensure that all mandatory training requirements are met.

If the required education or training is less than eight (8) hours and is in lieu of a regularly scheduled shift, then the nurse's manager may ask the nurse to return to work to complete their shift on-campus. Examples of such training include ACLS, BLS, PALS, PMAB, and HRO training, if such training is required within the nurse's job role.

a. The nurse and nurse manager should work together to determine the plan for the rest of their regularly scheduled shift.

b. A nurse may take off the remaining hours of their shift, with manager or designee approval.

c. If both the nurse and their manager are in agreement, the nurse may pre-arrange to come in to work on a separate day from the day they completed the training to make up any missed hours.

If the training is less than 4 (four) hours, the nurse should work with their manager to minimize overtime usage whenever possible.

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

ARTICLE 6 — WORK SCHEDULES

A. Length of Schedules.

Work schedules will be prepared either for each calendar month, which will be posted two (2) weeks before the beginning of the month, or for two (2) consecutive pay periods, which will be posted two (2) weeks before the beginning of the first of such pay periods. Once the schedule is posted, changes may be made only with the mutual agreement of the affected nurse and the Hospital.

B. Weekend Work.

The Hospital will continue its current policy of scheduling every other weekend off for Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more frequent weekends. If the Hospital determines based on operational and patient care needs (provided that such discretion is not exercised arbitrarily) that weekend work can be less frequent than every other weekend, such schedules are permitted by this Agreement. Extra weekend shifts off will be rotated fairly, consistent with patient care needs (including appropriate skill mix and staffing levels).

C. Setting of Schedules.

The Hospital has the right to set schedules based on patient needs. The Hospital, however, will seek input from and attempt to accommodate, all nurses in a given department in creation of the schedule. The Hospital will also seek to accommodate, consistent with operational needs, nurses' desires for regularity in their scheduling patterns. ~~When there are significant changes to the schedule, the Hospital will discuss the proposed change(s) with the affected nurse(s) and will provide at least thirty (30) days' notice of significant changes.~~ If the nurses on a unit present a proposal to create a pattern schedule, supported by the majority of nurses on a unit, management will approve or deny the proposal based upon articulated patient care or operational needs. To receive approval, any pattern schedule must meet core staffing needs without incurring additional overtime or extra shift premium. When there are significant changes to the schedule, the Hospital will discuss the proposed change(s) with the affected nurse(s) and will provide at least thirty (30) days' notice of significant changes. In the event of holidays, leaves of absence, or other reasonable operational needs, temporary changes may be made prior to the schedule posting and subject to the limitations in Section A of this Article.

D. Scheduling Priority.

Prior to posting of the schedule, the Hospital will make every effort to schedule bargaining unit nurses, including ~~on-call~~ per diem nurses, prior to temporary, agency or traveler nurses.

E. Consecutive 12-Hour Shifts.

The Hospital will not schedule nurses for more than three (3) consecutive 12-hour shifts without the nurse's consent. Nurses may self-schedule for more than three (3) consecutive 12-hour shifts; however, the nurse must obtain manager approval if the nurse seeks to self-schedule more than four (4) consecutive 12-hour shifts. If a nurse is unable to self-schedule their full FTE without incurring more than three (3) consecutive 12-hour shifts, that nurse may talk to their manager or supervisor about identifying schedule alternatives.

Exceptions to this section may be made to accommodate holiday schedules. The restrictions on 12-hour shifts do not apply to pre-existing pattern schedules on any given unit.

ARTICLE 7 — COMPENSATION

A. Wage Scale.

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Effective the first full pay period including the dates set forth below, regular full-time and part-time nurses will be paid as follows:

Wage Increases:

Effective January 1, ~~2016~~2018: ~~3.0~~ 2.25% across the board

Effective January 1, ~~2017~~2019: ~~2.75~~ 2.0% across the board

~~Steps: Add Steps 13, 16 and 23 upon ratification. All steps will be set at the midpoint between the immediately preceding and following steps.~~

Step	Current	1/1/2018	1/1/2019
<u>Start</u>	<u>36.33</u>	<u>\$ 37.15</u>	<u>\$ 37.89</u>
<u>1</u>	<u>38.31</u>	<u>\$ 39.17</u>	<u>\$ 39.95</u>
<u>2</u>	<u>39.56</u>	<u>\$ 40.45</u>	<u>\$ 41.26</u>
<u>3</u>	<u>40.83</u>	<u>\$ 41.75</u>	<u>\$ 42.59</u>
<u>4</u>	<u>42.54</u>	<u>\$ 43.50</u>	<u>\$ 44.37</u>
<u>5</u>	<u>44.90</u>	<u>\$ 45.91</u>	<u>\$ 46.83</u>
<u>6</u>	<u>45.34</u>	<u>\$ 46.36</u>	<u>\$ 47.29</u>
<u>7</u>	<u>45.78</u>	<u>\$ 46.81</u>	<u>\$ 47.75</u>
<u>8</u>	<u>46.02</u>	<u>\$ 47.06</u>	<u>\$ 48.00</u>
<u>9</u>	<u>46.25</u>	<u>\$ 47.29</u>	<u>\$ 48.24</u>
<u>10</u>	<u>46.69</u>	<u>\$ 47.74</u>	<u>\$ 48.69</u>
<u>11</u>	<u>47.24</u>	<u>\$ 48.30</u>	<u>\$ 49.27</u>
<u>12</u>	<u>47.80</u>	<u>\$ 48.88</u>	<u>\$ 49.86</u>
<u>13</u>	<u>48.15</u>	<u>\$ 49.23</u>	<u>\$ 50.21</u>
<u>14</u>	<u>48.50</u>	<u>\$ 49.59</u>	<u>\$ 50.58</u>
<u>15</u>	<u>48.89</u>	<u>\$ 49.99</u>	<u>\$ 50.99</u>
<u>16</u>	<u>49.37</u>	<u>\$ 50.48</u>	<u>\$ 51.49</u>
<u>17</u>	<u>49.86</u>	<u>\$ 50.98</u>	<u>\$ 52.00</u>
<u>18</u>	<u>50.36</u>	<u>\$ 51.49</u>	<u>\$ 52.52</u>
<u>19</u>	<u>50.85</u>	<u>\$ 51.99</u>	<u>\$ 53.03</u>
<u>20</u>	<u>51.34</u>	<u>\$ 52.50</u>	<u>\$ 53.55</u>
<u>21</u>	<u>51.95</u>	<u>\$ 53.12</u>	<u>\$ 54.18</u>
<u>23</u>	<u>52.43</u>	<u>\$ 53.61</u>	<u>\$ 54.68</u>
<u>25</u>	<u>52.99</u>	<u>\$ 54.18</u>	<u>\$ 55.26</u>

Years of Experience at Each Step	
Start	Up to 1 year of experience
Step 1	At least 1 year but less than 2 years
Step 2	At least 2 years but less than 3 years
Step 3	At least 3 years but less than 4 years
Step 4	At least 4 years but less than 5 years
Step 5	At least 5 years but less than 6 years
Step 6	At least 6 years but less than 7 years
Step 7	At least 7 years but less than 8 years
Step 8	At least 8 years but less than 9 years
Step 9	At least 9 years but less than 10 years
Step 10	At least 10 years but less than 11 years
Step 11	At least 11 years but less than 12 years
Step 12	At least 12 years but less than 13 years
Step 13	At least 13 years but less than 14 years
Step 14	At least 14 years but less than 15 years
Step 15	At least 15 years but less than 16 years
Step 16	At least 16 years but less than 17 years
Step 17	At least 17 years but less than 18 years
Step 18	At least 18 years but less than 19 years
Step 19	At least 19 years but less than 20 years
Step 20	At least 20 years but less than 21 years
Step 21	At least 21 years but less than 23 years
Step 23	At least 23 years but less than 25 years
Step 25	At least 25 years

If this contract is ratified no later than October 16, 2017, the Hospital will pay each nurse employed as of that date a one-time ratification bonus equal to 0.5% of the nurse's total earnings in the previous 12 months.

B. Progression Requirements.

1. Nurses will progress to the next step on the scale on the nurse's anniversary date, provided that on such date the nurse has completed at least the years of experience that correspond to the next step.

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C. Experience.

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A newly hired full-time and part-time nurse with related experience as a nurse in a position that correlates to the type of work expected in the position for which he or she is hired will be placed on the pay scale in paragraph A above in accordance with such experience, provided, however, that the nurse will then be deemed to have the minimum number of years of experience correlating to such step. A year of related experience under this section is 1,872 hours of work. Notwithstanding the prior sentence, the Hospital may, in its discretion, equitably applied, credit a newly hired nurse with a year of related experience if the nurse worked less than 1,872 hours in that year. The Hospital may also, in its discretion, place a newly hired experienced nurse at one step higher than the step to which the nurse's years of experience would correlate, provided, however, that the nurse must remain on such step until he or she has the actual years of experience that correlate to the next step.

D. ~~On-Call~~Per Diem Nurses.

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1. ~~On-call~~Per Diem nurses will be paid, in addition to the base rate of pay for regular nurses listed in Section 7.A, a differential in lieu of benefits (including benefits conferred in Articles 11, 14 and 15) in the amount of ~~\$3.50~~\$3.75 per hour. Nurses whose hourly wage in effect immediately prior to said payroll period is higher than their combined base wage rate and ~~on-call~~per diem differential under this section, will continue to receive said higher rate until their combined base wage rate and ~~on-call~~per diem differential exceeds said rate.

2. To be considered an ~~on-call~~Per Diem nurse, the ~~on-call~~Per Diem nurse must comply with the Hospital's Nursing Policy for On-call.

3. An ~~on-call~~Per Diem nurse who regularly works an average of twenty-four (24) or more hours per week in one unit for at least six (6) consecutive months may request reclassification to part-time or full-time status consistent with such hours worked, unless such ~~on-call~~Per Diem nurse is filling 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.

E. Payroll Errors.

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Time records will continue to be made available in each unit to allow nurses to promptly research payroll errors and to promptly notify Human Resources and/or the payroll department of any errors. If the Hospital causes an error to an employee paycheck, an explanation will be provided to the employee within five (5) business days. For errors that are five percent (5%) or more of the nurse's gross wages due on the regular payday, the nurse may request a special correction check through Human Resources. A correction check will be processed by the end of the third business day after notification, excluding weekends and holidays, as long as the error can be validated. Other corrections, once validated, will be included on the next regular payroll check. The expedited processing of payroll corrections of less than five percent of the nurse's gross wages shall be considered by Human Resources on a case-by-case basis.

The Hospital will post a legend for employee paychecks on the Hospital website.

ARTICLE 8 — DIFFERENTIALS

A. Certification Differential.

1. Nurses may apply to the Hospital and will be paid a certification differential of ~~\$ 2.25~~ \$2.30 per hour as of the first pay period that includes the application date, if the nurse has a current national specialty certification listed on Appendix A that is relevant to the department where the nurse works the majority of his or her hours. If a nurse moves to a different department for any reason, the nurse will continue to receive the same certification pay differential unless and until the certification expires, at which time the nurse's certification pay will be re-evaluated based on the certifications within the new department.

2. 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 Hospital of certification renewal before that date. If the proof is submitted to the Hospital after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

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3. Nurses with multiple recognized certifications will receive certification differential for only one at a time.

B. Shift Differentials.

A nurse will be paid shift differentials when the majority of a nurse's hours worked fall within the applicable shift.

1. The shifts are defined as follows:

Majority of the nurse's hours are between	Shift
7 a.m. and 3 p.m.	Day
3 p.m. and 11 p.m.	Evening
11 p.m. and 7 a.m.	Night

When the nurse's hours on a particular shift are evenly split, the nurse will receive the higher differential.

2. Evening Shift Differential: Nurses will be paid an evening shift differential of ~~\$ 2.40~~\$2.45 per hour.

3. Night Shift Differential: Nurses will be paid a night shift differential of ~~\$ 5.75~~\$5.80 per hour.

4. Nurses who agree to adjust their scheduled work hours to accommodate the needs of the Hospital will receive the higher of (a) the shift differential applicable to the originally scheduled shift; or (b) the shift differential applicable to the adjusted shift hours.

C. Charge Nurse Differential.

Charge nurses will be paid a differential of ~~\$ 2.30~~\$2.75 per hour for hours spent working in a charge nurse capacity.

D. Preceptor Differential.

The Hospital will pay a qualified preceptor nurse a differential of \$2.00 per hour worked as a preceptor to perform coaching (1) of a newly hired nurse (including a re-entry nurse) during that nurse's orientation period, (2) of a nurse in a Hospital residency program, or (3) of a student nurse who is part of a program specifically designed without

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a faculty member from the program present in the Hospital. The Hospital shall further have the discretion to assign preceptor duties to a qualified preceptor at the above-described rate in other circumstances it deems appropriate. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

E. Inclusion in Regular Rate of Pay.

All differentials described in the CBA -will be included in each nurse's regular rate of pay, as applicable, for purposes of calculating overtime under the Fair Labor Standards Act.

F. Weekend Bonus.

Beginning October 15, 2017, FT, PT and on-call Per Diem nurses will receive an annual lump sum bonus based on the total number of weekend hours actually worked annually (including hours called in from standby).

Bonuses will be paid during the last pay period of each November, starting in 2018. For purposes of this bonus, "annual" refers to the second pay period in October to the second pay period the following October.

A weekend shift is defined as a shift whose scheduled beginning time is within a 48-hour period commencing at or after 7:00 p.m. Friday.

Nurses must work the entire 12-month period to be eligible for the bonus.

<u>Bonus Tier</u>	<u>Weekend hours worked on annual basis</u>	<u>Bonus Amount</u>
<u>100%</u>	<u>600+ weekend hours</u>	<u>\$800</u>
<u>75%</u>	<u>450-599 weekend hours</u>	<u>\$600</u>
<u>50%</u>	<u>300-449 weekend hours</u>	<u>\$400</u>
<u>25% (for Surgical Services only)</u>	<u>150-299 weekend hours</u>	<u>\$200</u>

ARTICLE 9 — STANDBY COMPENSATION

The following standby compensation policies shall apply to nurses regularly employed full time and part time (except as set forth in Appendix B):

A. Standby Pay.

Nurses scheduled for or placed on standby shall be paid the sum of \$ 4.50 for each hour of scheduled or non-scheduled standby.

B. Call-Backs.

~~Time actually worked on a call-back while on scheduled standby shall be paid for at one and one-half (1-1/2) times (two (2) times on a holiday) the nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such premium rate will apply only where (1) the nurse has first clocked out and then received a call from the nurse's unit manager or designee asking the nurse to return to work or (2) where the nurse continues his or her scheduled shift for 60 minutes or more. If the nurse continues his or her scheduled shift for 59 minutes or less, the nurse will receive one hour of the premium rate.~~ Time actually worked on a call-back while on standby 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 hours. Such call-back pay rate will begin with the time the nurse actually begins work during the standby period.

~~1. Call-back hours worked during evening and night shifts will be paid the appropriate shift differential.~~

~~2. Nurses on call-back who complete the standby assignment and are subsequently called back within the original three-hour period will receive only the minimum three hours of call-back pay (not a three-hour minimum for each occurrence within such three-hour period).~~

C. Electronic Beepers.

The Hospital will make electronic beepers available for nurses scheduled on standby.

ARTICLE 10 — EXTRA SHIFTS

A. Extra Shift Benefit.

A full-time or part-time nurse will be paid a differential of \$18.00 per hour (\$19.00 for weekends) for all hours worked per week in excess of the number of the nurse's regularly scheduled hours for the week (including regularly scheduled weekend hours), when such excess hours result from the nurse's working extra shift(s) of at least ~~four (4)~~ three (3) hours each in duration and performing direct patient care, at the request of the Hospital.

1. For the purposes of determining "the nurse's regularly scheduled hours for the week" 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 an MDO, as defined in Section 17.A.1;

b. Not worked because the Hospital required attendance at a specific education program;

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

d. Not worked because of PTO for the purpose of vacation that was scheduled at the time the schedule was posted.

2. Hours worked in determining eligibility for this differential will not include hours worked as a result of trades or of being called in to work while on standby (subject to paragraph 7 below regarding standby after canceling an extra shift).

3. If a nurse's FTE status is reduced at the nurse's request, this differential will be payable to the nurse only for extra shifts worked above the nurse's former FTE for a period of thirteen (13) full pay periods following the nurse's FTE reduction.

4. A weekend shift under this section is defined as a shift beginning within the period from 7 p.m. on Friday through 6:59 p.m. on Sunday. A nurse who works less than four (4) hours on an otherwise eligible shift due to MDO will receive the differential on all hours worked.

5. This differential will not be paid for any unworked hours.

~~6. The differentials set forth above replace all other differentials for extra shift hours.~~

7. Nurses cancelled from an extra shift and placed on standby, if thereafter called back to work on the same unit and shift will be paid at the same rate of pay they would have received if not previously cancelled. This provision supersedes the premium pay language of Article 9.B. (Note: This means that the nurse will receive the extra shift differential but will not receive call-back pay.)

B. ~~On-Call~~ Per Diem Nurse Eligibility.

An ~~on-call~~ Per Diem nurse is eligible for the differential as described in paragraph A above for hours worked in excess of thirty-six (36) hours per work week, when such excess hours result from the Per Diem ~~on-call~~ nurse working extra shift(s) of at least four (4) hours each in duration at the request of the Hospital.

ARTICLE 11 — HEALTH BENEFITS

A. Each benefit-eligible nurse may choose to participate in the health insurance benefits offered to a majority of the Hospital's other employees, in accordance with their terms. From the insurance benefits offered, the nurse will select medical coverage and, at the nurse's option, coverage from among the following benefits: (1) dental coverage, (2) supplemental life insurance, (3) voluntary accidental death and dismemberment insurance, (4) dependent life insurance, (5) health care flexible spending account, (6) day care reimbursement account, (7) vision care insurance, and (8) long-term disability insurance.

B. The Hospital will pay the premium cost of the medical and dental benefits selected by each participating nurse for coverages offered under A above, up to the amount of the applicable contribution levels provided to a majority of the Hospital's other employees, based on category of coverage and full-time or part-time status. The Hospital's medical and dental plans for bargaining unit nurses will have the same premium contribution levels, deductibles, copayments and out of pocket maximums that are in place for the majority of the Hospital's non-represented employees, provided that

the Hospital's health insurance plan for 2015-2017 shall be in accordance with the provisions of Appendix D attached hereto.

~~C.~~ The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Hospital, the cost of the total health insurance benefits selected that exceeds the amount paid by the Hospital under the preceding section. ~~If the amount paid by the Hospital under the preceding section exceeds the cost of the total health insurance benefits selected, the excess will be paid to the nurse, less legally required deductions.~~

D. Coverage under the plans specified in paragraph A above will continue while a nurse is on PTO or EIT.

ARTICLE 12 — PENSIONS

A. Nurses will participate in the Hospital's retirement plan in accordance with its terms. The Hospital shall not reduce the benefits provided thereby unless required by the terms of a state or federal statute during the term of this Agreement.

B. The Hospital will offer nurses the opportunity to participate in the Hospital's 403(b) and matching plans, in accordance with their terms.

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

ARTICLE 13 — PROFESSIONAL DEVELOPMENT - TA 8/8/2017

A. Educational Leave.

1. The Hospital will annually provide eight (8) hours of paid educational leave for each regular nurse provided, however, that if a nurse must miss a regularly scheduled shift in excess of eight (8) hours in order to attend an approved education program, the nurse will be entitled to up to the length of his or her regularly scheduled shift of paid educational leave for that day. Such pay will be drawn from the 900 hour-pool described in Section A(2).

2. In addition, the Hospital will provide up to 900 hours of paid educational leave for use by regular nurses as a group to attend educational programs. Nurses must use their eight (8) hours of paid educational leave before or in conjunction with accessing hours to the 900-hour pool, and such utilization will be verified in writing by the nurse's manager. The educational programs described herein must be bona fide educational programs for nurses to acquire new knowledge related to the practice of nursing, update basic nursing knowledge and skills, and maintain certifications (other than those described in A.2(d). below).

a. Educational leave may not be carried over from one year to the next.

b. A nurse will provide a certificate of completion for attending an educational program and, upon request by the Hospital, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.

c. The Hospital may grant additional educational leave in cases it deems appropriate.

d. The hours allotted above do not include the education hours necessary for a regular or ~~on-call~~ Per Diem nurse to obtain ACLS, PALS, ENPC, NRP, and BCLS, and any certification or education (other than degree programs) required by the nurse's manager for the nurse's unit.

e. A newly hired regular nurse may apply to use educational leave in the calendar year in which the nurse reaches his or her first anniversary date of employment as a nurse, but only after the nurse's anniversary date.

B. Educational Funds.

The Hospital will provide up to ~~\$20,000~~ \$18,000 in each ~~12-month period~~ calendar year (June 1 to May 31) for assistance in paying for registration fees, required materials, travel, meals, lodging and parking in conjunction with educational courses for regular nurses and for ~~on-call~~ Per Diem nurses who have worked at least 400 hours for the Hospital in the preceding twelve months. One-quarter (1/4) of the annual amount specified in the preceding sentence will be allocated to each calendar quarter of that 12-

~~month period~~~~year~~. Any part of such quarterly amount not used for a ~~calendar~~ quarter will be carried over to the next ~~calendar~~ quarter, except that there will be no carryover to the next ~~calendar year~~12-month period. A one-time 18-month period will run from January 1, 2017 through May 31, 2018 in which the educational fund will be equal to \$30,000. During this 18-month period, unused funds may carry over into subsequent quarters in the 18-month period; however, any remaining funds will expire at the end of the 18-month period on May 31, 2018. A regular nurse will be eligible for a maximum of ~~\$300~~\$450 per ~~year~~12-month period. If any part of the above annual amount remains undistributed at the end of the ~~calendar year~~12-month period, individual nurses' who apply for expenses in excess of their individual maximums (\$450) will be reimbursed on an equitable basis up to ~~the annual amount, provided however that no nurse will be reimbursed more than an additional \$800~~ \$650 annually. No nurse will receive more than \$1,100 in education funds annually. For the one-time 18-month period running from January 1, 2017 through May 31, 2018, all remaining amounts, including Sections A.1 and A.2 and the limits on any remaining undistributed funds will be increased by fifty percent (50%).

1. The Hospital will continue to pay for the registration fees necessary to obtain ACLS, PALS, ENPC, NRP, and BCLS, and any certification or education (other than degree programs) required by the nurse's manager for the nurse's unit. For ACLS or BCLS certification or re-certification, the nurse must take a course offered at Providence facilities or through a Providence preferred educational provider to receive full payment for registration fees; if the nurse takes a course elsewhere, he or she is responsible for paying the amount that exceeds the fee charged at a Providence facility or through a Providence preferred educational provider.

2. Any material changes in the procedure for processing payment for amounts approved under this Section B will be presented and discussed at the ~~Task Force~~Professional Nursing Care Committee prior to implementation.

~~3. If the required education or training is less than the nurse's regularly scheduled shift length, and is in lieu of a regularly scheduled shift, then the nurse's manager may ask the nurse to return to work to complete their shift on campus. Examples of such training include ACLS, BLS, PALS, PMAB, and HRO training, if such training is required within the nurse's job role.~~

~~a. The nurse should pre-arrange with their manager to determine the plan for the rest of their regularly scheduled shift.~~

~~b. A nurse may not take a voluntary day off for the remaining hours of their shift if their Healthstream or other required work duties are not up to date.~~

~~c. If both the nurse and their manager are in agreement, the nurse may pre-arrange to come in to work on a separate day from the day they completed the training to make up any missed hours.~~

~~If the training is less than 4 (four) hours, the nurse should work with their manager to minimize overtime usage whenever possible.~~

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C. Processing of Requests.

To access the 900 hours of educational leave and/or the educational funds described above, the nurse must submit a request to his or her manager for a determination of whether the department schedule can accommodate the nurse's absence. The manager's decision as to scheduling and departmental needs will be final and binding on all concerned. The manager will then forward the approved request to the Professional Nursing Care Committee, which will review the request and forward its determination and explanation to the manager. The PNCC shall have the final authority to approve the disbursement of funds for programs (1) when the nurse's absence from work has been approved by the unit manager, or (2) that do not require the nurse to miss work from his or her scheduled hours.

ARTICLE 14 — PAID TIME OFF

A. Paid Time Off.

The Paid Time Off ("PTO") program encompasses time taken in connection with vacation, illness, personal business, and holidays. Except for unexpected illness or emergencies, PTO should be scheduled in advance.

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B. Accrual.

Benefit-Eligible Nurses will 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 paid hour,

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not to exceed eighty (80) paid hours per two (2) week pay period (approximately twenty-four (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-- .1116 hours per paid hour, not to exceed eighty (80) paid hours per two (2) week pay period (approximately twenty-nine (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 paid hour, not to exceed eighty (80) paid hours per two-week pay period (approximately thirty-four (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 twelve (12) hour shift, or four (4) days each week, with each workday consisting of a nine (9) hour shift, the accrual rates in paragraphs B.1, 2, and 3 immediately above will be changed to .0963, .1155, and .1347 hours, respectively, per paid hour, not to exceed seventy-two (72) paid hours per two (2) 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.

C. Definition of a Paid Hour.

A paid hour under B above will include only hours directly compensated by the Hospital and mandatory days off; and will exclude overtime hours, unworked pre-scheduled standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a benefit-eligible nurse. A paid hour includes hours taken as PTO and EIT.

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D. Pay.

PTO pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift differential at the time of use. PTO pay is paid on regular paydays after the PTO is used.

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E. Scheduling.

In scheduling PTO, the Hospital will provide a form for each eligible nurse to submit written requests for specific PTO.

1. The Hospital will make good faith efforts to accommodate as many requests for time off at any one time as possible, consistent with its operational needs, as determined by the Hospital in its sole discretion. If nurses within a unit and shift request more dates for PTO than the Hospital determines to be consistent with its operating needs, then preference in scheduling PTO will be as follows:

a. For pre-scheduled PTO for each twelve (12) month period beginning on June 1 and continuing through May 31 of the following year, requests submitted between November 1 and January 1 shall be granted in order of seniority for nurses within the unit and shift. The Hospital will grant or deny such requests by January 15. Nurses will not be granted more than three (3) weeks off during the period of June 1 through August 31, except that if there are no conflicting requests the Hospital will grant additional time off consistent with its determination of operating needs.

b. PTO requests submitted after January 1 will be granted in order of the Hospital's receipt of the written requests for nurses within the unit and shift. Nurses may submit PTO requests electronically to assure timely submission. The Hospital will grant or deny such requests within two (2) weeks following their receipt.

c. Notwithstanding the order of granting requests set forth above, the Hospital will attempt to rotate holiday work.

2. PTO will be granted only if a sufficient amount of PTO will have accrued for use on the requested dates. Moreover, PTO requests shall not be converted to requests for unpaid time off absent Hospital approval, provided that previously approved time off will not be rescinded if the nurse's shortage of PTO is directly due to PTO taken for mandatory MDO's.

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F. Use.

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1. Accrued PTO may be used in the pay period following completion of ~~six~~ ~~(6)~~ three (3) months of employment and then in or after the pay period following the pay period when accrued, except with respect to use on observed holidays as provided in G below. Prior to three (3) months of employment a nurse may only use PTO in cases of mandatory low census.

2. PTO will be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off:

a. When a nurse is on a mandatory day off, by making the appropriate entry on the nurse's timecard;

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. 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.

4. PTO may not be used when the nurse is eligible for Hospital compensation in connection with paid bereavement leave, jury duty, witness service, or EIT.

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. A nurse will not be required to use PTO if the nurse works in a unit that is closed for the holiday.

2. If a nurse works on an observed holiday, the nurse will be paid one and one-half (1½) times the nurse's straight-time rate and will retain accrued PTO hours for use at another time.

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3. If an observed holiday occurs on a Saturday or Sunday, nurses in units 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 Hospital.

4. Night shift nurses will receive holiday pay only for the hours worked on the actual holiday.

5. 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.

H. Change in Status.

A nurse's unused PTO account will be paid to the nurse in the following circumstances:

1. Upon termination of employment, if the nurse has been employed for at least six (6) months and, in cases of resignation, if the nurse has also provided two (2) weeks' notice of intended resignation.

2. Upon changing from benefit-eligible to non-eligible status, provided the nurse has been employed for at least six (6) months at the time of the change.

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ARTICLE 15 — EXTENDED ILLNESS TIME — TA 8/8/2017

A. Extended Illness Time.

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

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B. Accrual.

Benefit-eligible nurses will accrue .0270 EIT hours per paid hour, not to exceed eighty (80) paid hours per two-week pay period (approximately seven (7) days of EIT per year with fifty-six (56) hours' pay for a full-time nurse). A paid hour under this section is defined the same as a paid hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.

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C. Pay.

EIT pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift differential at the time of use. EIT pay is paid on regular paydays after the EIT is used.

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D. Use.

1. Accrued EIT may first be used in or after the pay period following three (3) ~~six (6)~~ months of employment and then in or after the pay period following the pay period when accrued.

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2. EIT will be used for any absence from work due to the following:

a. 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.

b. When a nurse receives outpatient procedures under moderate sedation, spinal block, or general anesthesia in a free-standing surgical center or in a surgical suite at a physician's office.

c. The nurse's disabling illness after a waiting period of missed work due to such condition that is equal to the shorter of three (3) consecutive scheduled work shifts or twenty-four (24) consecutive scheduled hours.

d. Partial-day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period of missed work due to such condition that is equal to the shorter of the equivalent of three (3) regularly scheduled work shifts or twenty-four (24) scheduled hours.

e. After qualification for use under subparagraph (c) or (d) 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.

f. Approved parental leave under applicable law.

3. 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.

E. Change in Status.

Upon changing from benefit-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, the nurse's accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to benefit-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 cash-out, but such an account will be reinstated if the nurse is rehired within six (6) months of the termination of employment.

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ARTICLE 16 — FLOATING

A. Any nurse who voluntarily wishes to be a Float Nurse, as defined below, must notify his or her manager, in writing on a form provided by the Hospital. Where necessary to allow the nurse to voluntarily float, appropriate training will be provided by the Hospital, with the approval of the manager of the receiving department.

The Hospital has the right to determine the number of Float Nurses it needs in a calendar year. The Hospital shall exercise this right based on a reasonable estimation of floating needs for the calendar year. In the event that the number of nurses providing notification of their willingness to be a Float Nurse exceeds the number of Float Nurses needed by the Hospital, selection will be made on the basis of seniority from among those already cross-trained and then on the basis of seniority among those requesting to be cross-trained.

1. To be a Float Nurse, the following criteria must be met:
 - a. The nurse must be currently cross-trained or, with the Hospital's agreement, be willing to be cross-trained to independently take a patient care assignment on another unit(s).

 - b. When the Hospital determines that floating is necessary to a particular unit, and after the training described above, the nurse will float to the

unit(s) to which he or she has been cross-trained to independently take a patient care assignment.

c. The nurse may be floated to units other than those units for which he or she has been trained, but will not be expected to independently take a patient care assignment on such unit(s).

d. The nurse must float at least five (5) times per quarter, when requested by the Hospital.

e. The Hospital will make good-faith reasonable efforts to notify a nurse at least two hours before the shift that he or she will be floated, when it is known to the Hospital. In any event, the Hospital will inform the nurse as soon as possible.

2. A Float Nurse will not be assigned MDO time for more than one (1) full shift per week, and will not be assigned more than 144 MDO hours (other than voluntary MDO time) in a calendar year in accordance with Article 17.B.1(g). A voluntary MDO shall not count toward either of these limits. A voluntary MDO shall not be granted, however, if the Hospital has determined a need for the Float Nurse to float to another unit.

B. When a nurse who is not a Float Nurse is requested to float to a unit other than the unit or units where the nurse regularly works, the nurse will be given a primary patient assignment if the nurse is qualified for such assignment. A nurse may always be required to float in a role to assist other nurses.

C. If a nurse is floated to another unit but required to remain immediately available to return to the nurse's primary unit, the nurse will not be given a primary patient assignment in the unit to which he or she has floated.

D. If a nurse who is not a Float Nurse believes that he or she is not qualified for a specific assignment with a primary patient load, the nurse should indicate in writing the reasons why and give them at the time of the request to the appropriate manager or designee for the record. If a nurse provides the written statement described in this paragraph, the nurse will not be required to float to a specific assignment with a primary

patient load at that time.

ARTICLE 17 — STAFF REDUCTION

A. Definitions.

Staff reductions may occur by mandatory days off (MDOs) or by layoff.

1. An MDO is defined as a staff reduction for all or part of a shift on a unit because of Hospital projections of the staff needed for that unit and shift.

2. A layoff is defined as a staff reduction because of a position elimination or long-term reduction in hours, unit closure or merger, or Hospital projections that the staff reduction in a unit and shift will continue for more than two (2) weeks.

3. A unit for purposes of a staff reduction is defined as Medical/Surgical, Emergency Department ("ED"), Critical Care ("ICU"), Ambulatory Surgery Unit ("ASU"), Post-Anesthesia Care Unit ("PACU"), Surgery ("OR"), North Unit, South Unit, and such other units as may be added by Hospital or result from a merger of units.

B. MDO Procedure.

1. Nurses scheduled to work in the unit and shift where the MDO will occur will have their shift or the remaining portion of their shift canceled in the following sequence:

- a. Agency registered nurses
- b. Traveler nurses
- c. Providence Share Care registered nurses
- d. Nurses whose work would be payable at overtime or incentive shift premium rates
- e. Volunteers, with the earliest request for time off given preference

f. Managers and supervisors taking a patient care assignment will hand over their patient care assignment before additional nurses are given MDO.

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provided that an appropriate skill mix on the unit is maintained; however, managers and supervisors who have specific skills and abilities necessary to patient care may continue to perform those patient care duties.

g. On-call Per Diem nurses

hg. Remaining nurses in accordance with the unit's rotation system, provided, however, that a Float Nurse who has already been assigned 144 hours in a calendar year will be removed from the MDO rotation on the Float Nurse's unit for the remainder of the calendar year. If two nurses are equal in the unit's normal rotation, the MDO will be assigned to the less senior nurse.

2. A nurse will not be required to take involuntary MDO more than once per pay period unless all other similarly skilled nurses working the same shift and department have also taken MDO at least once during that same pay period. Each unit will develop a system to best effectuate this provision.

3. When a nurse is given an MDO, the Hospital may also assign the nurse to standby during the canceled shift hours. Whether or not the nurse is placed on standby, the nurse shall receive call back pay in accordance with Article 9, Section B if they are called in to work.

~~43.~~ If two or more nurses volunteer for an MDO at the same time, the MDO shall be rotated based on who last received an MDO. If the nurses both received an MDO on the same prior day, the MDO will be given to the more senior nurse.

54. The Hospital will attempt to notify nurses by telephone that they will be given an MDO at least two (2) hours before the nurse's shift begins. If the Hospital fails to make this attempt, the nurse will not be given an MDO prior to the start of his/her shift. A nurse who reports to work will be guaranteed a minimum of four (4) hours of work or, if work is not available, a minimum of four (4) hours of pay. If work is available but a nurse does not wish to remain, the Hospital and the nurse may agree that the nurse will not remain and work, in which case the nurse will not receive the four-hour pay guarantee. Each nurse must maintain a current phone number with the staffing

office. Failure to maintain a current phone number will relieve the Hospital of this notice requirement.

65. If additional hours of work become available on the unit and shift after an MDO is assigned, nurses from the unit and shift on MDO with standby will be called in first, unless already working on another unit. The Hospital will then attempt to call in nurses from the unit and shift on MDO who are not on standby, but such nurses are not required to come to work.

76. If MDO time is needed on a unit and no nurse is able to be MDO'd pursuant to paragraph B.1 above, a Float Nurse will be assigned tasks or projects by the Hospital.

C. Reduction in Force.

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

2. For purposes of this article, "qualified" means that the nurse is able to be precepted on site at The Hospital up to six weeks of assuming the new role or position.

3. If The Hospital determines that a reduction in force as defined in Section A of this article is necessary, a minimum of 45 days' notice will be given to the AssociationUnion detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Hospital will provide the AssociationUnion with a list of open RN positions at The Hospital and, at the request of the AssociationUnion, at any other Providence facilities within Oregon. An "open position" is any position for which the facility is still accepting applications.

4. Upon notice to the AssociationUnion, representatives of The Hospital and the AssociationUnion will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs (including requests for voluntary layoff), reduction of the scheduling of intermittently employed nurses, conversion from regular nurse status to an intermittently employed nurse and FTE reductions (full-time nurses going to part-time status). The Hospital will consider

the options suggested by the Association Union, but will not be required to implement the suggested options.

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

6. Upon notification to the impacted nurse or nurses on the unit or units The Hospital will displace the nurses in the following manner. Where more than one nurse is to be impacted in a unit or units, the impacted nurses will progress through each step of the process as a group so that the nurse or nurses with the most seniority will have the first choice of displacement options and progress in a manner so that the nurse or nurses with the least seniority will have the least options.

a. The nurse or the nurses with the least seniority as defined in Article 20 among the nurses in the shift or shifts of the patient care unit or units where such action occurs, will be displaced from his/her position provided that the nurse or nurses who remain are qualified to perform the work. The displaced nurse or nurses whose position is taken away will become the displaced nurse or nurses for the purposes of the following subsections and will then have the following options:

b. Any initially displaced nurse may choose to fill a vacant position in the bargaining unit if he or she is qualified for that position.

c. Any initially displaced nurse may, within seven (7) calendar days of his or her notification of the layoff, choose to accept layoff with severance pay in

lieu of further layoff rights or options. Such severance pay will be based on the severance policy applicable to non-represented employees then in effect, except that the nurse will receive severance payments equal to seventy-five percent (75%) of the severance wages available to non-represented employees with the same number of years of service as the nurse. In order to receive severance payments, the nurse will be required to sign The Hospital's standard severance agreement that includes a release of all claims (including the right to file any grievance relating to the nurse's selection for layoff). Any nurse who chooses severance (including a nurse who chooses severance and then refuses to sign the severance agreement) forfeits any further rights under this Article. Severance is not available to nurses who become displaced due to the application of the "bumping rights" described below.

d. If he or she does not accept severance, the displaced nurse or nurses will take the position of the least senior regular nurse in their same patient care unit or units, regardless of shift, provided he or she is qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or

e. The displaced nurse or nurses will take the position of the least senior regular nurse or nurses in the bargaining unit, provided he or she is qualified to perform the work of the position. For this sub-section only a nurse is qualified to perform the work of a position if he or she has held a regular position performing the duties of that position at The Hospital within the two years immediately prior to the date The Hospital provided notice to the ~~Association~~Union of the need for a reduction in force. (The nurse or nurses whose position is thus taken will become the displaced nurse for purposes of the following subsection); or

f. The displaced nurse will be laid off.

7. In the event The Hospital undergoes a layoff and a position exists in a unit affected by the layoff that requires special skills and/or competencies which cannot be performed by other more senior nurses in that unit, The Hospital will notify the

~~Association~~Union of the need to potentially go out of seniority order. The parties agree to promptly meet and discuss the unit, scope of layoff, the job skills required, and how to address the situation in order to protect seniority rights and care for patients. In analyzing the special skills and/or competencies, the ability to provide training to more senior nurses will be considered. Special skills and competencies will not include a specific academic degree, non-mandatory national certifications, disciplinary actions or work plans.

8. Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off is/are qualified to perform the work of the recall position. A displaced nurse under any of the preceding sections or subsections of this article, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and/or cluster, in order of their seniority. Such recall rights continue for up to twelve (12) months from date of displacement. It is the responsibility of the displaced nurse to provide The Hospital with any changes in address, telephone number or other contact information. If the displaced nurse fails to provide The Hospital with such changes and The Hospital is unable to contact him or her with available contact information, he or she forfeits any recall rights.

9. A nurse who immediately upon or within 12 months of being displaced accepts a position in the bargaining unit will receive the:

a) certification pay for which they qualified in the last pay period prior to displacement until the certification expires, at which time the certification pay will be updated to the appropriate amounts in the new unit; and

b) clinical ladder pay for which they qualified in the last pay period prior to displacement for a period of up to six (6) months while the nurse updates their application for the clinical ladder.

D. Workforce Reorganization.

1. A workforce reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or decreases in FTE status among bargaining unit members, and changes of positions within a seniority pool.

2. Prior to implementing a workforce reorganization, the Hospital will provide the ~~Association~~Union a detailed tentative reorganization plan at least forty-five (45) days in advance of the scheduled implementation date. The Hospital shall, upon demand by

the ~~Association~~Union, bargain the impact of the workforce reorganization.

3. In the event a unit reorganization involves reductions in FTEs, the reduction in force procedures outlined in this Article 17 shall be followed.

ARTICLE 18 — SEVERANCE

The Hospital will give regular nurses two (2) weeks' notice of the termination of their employment. If less than two (2) weeks' 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 or 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.

ARTICLE 19 — UNIFORMS — TA 4/25/2017

The Hospital will maintain its current practice with regard to uniforms. Nurses who are required to change at the ~~Medical Center~~Hospital into ~~Medical Center~~Hospital-required clothing will be permitted seven (7) minutes included in the beginning and end of each scheduled shift to change into and out of such clothing. Such nurses will clock in change clothes, and then report to work on their units. A nurse who clocks in on time, changes clothes and reports to work on his or her unit within the seven minute grace period will not be considered tardy. At the end of the shift, the nurse will be expected to change clothes and then clock out within the seven minutes of being released from duty.

ARTICLE 20 — SENIORITY

A. Definition and Computation of Seniority.

Seniority means the length of continuous employment by the Hospital since the nurse's most recent date of hire as a bargaining unit nurse. Length of continuous employment will be computed on the basis of hours paid at the straight-time rate or higher plus hours not worked as a result of mandatory days off, subject to the following:

1. Within thirty (30) days following ratification of this Agreement, the Hospital will furnish to the ~~Association-Union~~ a seniority list of nurses in the bargaining unit as of the most recently completed pay period.

2. For a nurse's full length of continuous employment preceding the close of the pay period referenced in Paragraph 1 above, the nurse's seniority hours will be deemed equal to forty (40) hours per week.

3. Thereafter, within thirty (30) days of the close of the first pay period ending in the months of January and July, the Hospital will furnish to the ~~Association-Union~~ a seniority list of nurses in the bargaining unit covering seniority hours through such pay period.

4. The seniority of the nurses on the initial list referenced in Paragraph 1 and on each semi-annual list thereafter will be fixed upon issuance of the list until the next semi-annual seniority list is issued.

5. Between seniority lists, nurses entering the bargaining unit will be deemed to have less seniority than all nurses with accrued seniority. The length of continuous service of nurses without accrued seniority will be based on their most recent date of starting work (not seniority hours) until they are placed on a seniority list, at which time their length of continuous service will be computed as set forth above.

B. Service Outside Bargaining Unit.

A nurse who moves or has previously moved from a position in the bargaining unit into other Hospital employment, without a break in Hospital employment, will not continue to accrue additional seniority while in such position. Upon returning to a position as a bargaining unit nurse, however, the nurse will have his or her accrued seniority restored.

C. Tie-Breaker.

When two employees have the same seniority, the employee with the greater number of hours worked during the preceding thirteen (13) full pay periods will be deemed to be more senior.

D. Loss of Seniority.

1. Seniority will be lost upon termination of employment or layoff in excess of twelve (12) months.

2. An employee who is rehired by the Hospital within twelve (12) months of voluntary resignation from the Hospital will not accrue seniority while not employed, but will have his or her previous seniority restored upon rehire (which means that the nurse will have his or her seniority date adjusted by the length of time away from the Hospital).

E. Exercise of Seniority.

An employee may use seniority under this Agreement only when employed in a bargaining unit position or when applying for a vacant bargaining unit position.

ARTICLE 21 — INTRODUCTORY PERIOD AND DISCIPLINE – TA 9/11/2017

A. Introductory Period.

A nurse will be in an introductory period for the first 180 calendar days of employment by the Hospital. Neither discipline nor termination of employment of an introductory-period nurse will be subject to the grievance procedure under this Agreement. The Hospital will make every reasonable effort to coach nurses on any performance deficiencies prior to termination.

B. Discipline.

Nurses who have completed the introductory period may be disciplined for proper cause. Discipline may include verbal warning, written warning, suspension with or without pay, or termination of employment. These forms of discipline will generally be used progressively, but the Hospital may bypass one or more of these forms of discipline for causes that it deems more serious.

C. Disciplinary Sessions.

The Hospital will conduct disciplinary sessions in an area away from employees, patients, and the public. The Hospital will offer the nurse an appropriate and confidential time to be delivered discipline, and will attempt to hold disciplinary meetings at the beginning or end of the nurse's shift. Upon request from the nurse, the Hospital will provide the nurse an appropriate amount of time following a disciplinary meeting before

returning to patient care duties. If the nurse is unable to return to patient care duties within fifteen (15) minutes, the Hospital may send the nurse home.

D. Individual Work Plans.

Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work plans will outline job requirements, performance expectations, and objectives. The Hospital will seek input from the nurse in the development of a plan, but the parties acknowledge that the Hospital has the right to determine when to implement a plan and to decide on the terms set forth in the development of the work plan. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

ARTICLE 22 — JOB VACANCIES

A. Posting.

Vacancies for positions in the bargaining unit will be posted electronically for a period of no less than seven (7) days. Such posting will include the job title, department, shift, and a summary description of the position. The complete job description will be available for review by nurses in the Human Resources Department. The Hospital will present any changes that are made to RN job descriptions to the Task Force Committee.

B. Filling of Vacancy.

The qualified senior nurse within a defined nursing unit who applies for the vacancy in the first seven (7) days of posting will be offered the position, provided that such nurse has the required skill and ability to perform the position at the time such position is assumed. If no nurse within the relevant defined nursing unit is qualified for or bids on the position, the Hospital will offer the position to the most senior qualified nurse within the Hospital who applies for the position in the first seven (7) days of posting.

C. Temporary Arrangements.

If the Hospital anticipates that the posted vacancy will remain unfilled for more than seven (7) days or if it cannot fill the vacancy temporarily with bargaining unit nurses, it may hire or arrange for the position to be filled temporarily from any source.

D. Transfers.

A nurse who transfers to a new position will receive an orientation to such position.

E. Training Positions.

When no external or internal qualified candidate for a posted position is found within six (6) months after the date of the posting, the Hospital will, if reasonably feasible, post a training position listing the necessary education and/or experience. For purposes of this section, the determination of reasonable feasibility will include an assessment as to whether there are sufficient resources to provide such training. The Hospital will offer the training position to the senior nurse who applies for the training position, provided that he or she has the necessary prerequisite education and/or experience. This provision does not limit the ability of the Hospital to post training positions at any time.

ARTICLE 23 — PERSONNEL FILES

A. Contents.

The personnel file for a nurse will include evaluations, written disciplinary notices, personnel action forms, commendations and awards, and certification or licensure.

B. Review.

A nurse may review his or her personnel records, as defined by ORS 652.750. The nurse will be allowed to bring a Union representative for such review. In addition, upon request, the nurse will be provided a copy of his or her personnel records in accordance with such statutory provision.

C. Maintenance.

Personnel files will be maintained in a confidential manner with access limited to authorized employees of the Human Resources Department and supervisors, managers, directors, and executives.

ARTICLE 24 — EVALUATIONS

A. Purpose of Evaluations.

The Hospital maintains the right to evaluate the job performance of bargaining unit nurses. The parties acknowledge that the evaluation process is not intended to be disciplinary in nature, but that the evaluations are a tool to communicate regarding a nurse's performance and may be used to show such communication has occurred.

B. Evaluation Process.

1. The Hospital will conduct performance reviews for each nurse on an annual basis.
2. The manager may request input regarding a nurse's performance from other employees.
3. The nurse may provide to his or her manager input from up to two (2) other employees regarding the nurse's performance, provided that such input must be received at least fourteen (14) days prior to the scheduled evaluation date.
4. Each nurse will be given an opportunity to review his or her performance evaluation. The nurse will be given the opportunity to sign the evaluation to indicate that he or she has received the evaluation. In addition, the nurse will be given a copy of the evaluation.
5. The nurse may respond, in writing, with relevant comments to the evaluation. Any such comments by the nurse will be placed in the nurse's personnel file.

ARTICLE 25 — ETHICAL PRACTICES

The Hospital, the Union, and nurses acknowledge the standards for professional practice established by state and federal law. It is the goal of the Hospital that no nurse be required to engage in any practice contrary to federal or state law or regulation, which includes any practice that is outside the scope of the nurse's professional practice under Oregon law. Therefore, if a nurse has any concerns regarding this provision, the nurse should discuss the issue with his or her immediate supervisor or manager, prior to taking any other action.

ARTICLE 26 — TASK FORCE - TA 5/30/2017

A. Purpose.

The parties reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and to maintain professional standards, a task force shall be established to examine nursing practice and staffing issues, including health and safety, patient load, patient assignment, and equipment (including training on equipment).

B. Members.

The Union shall appoint three (3) members to the task force, at least two (2) of whom shall be employed by the Hospital. The Hospital shall also appoint three (3) members to the task force, and two (2) of them shall be the Chief Nurse Executive and the Director of Human Resources or his/her designee, or such other persons as may be designated by the Administrator in their place(s).

The Union may invite another member of the bargaining unit to attend a portion of a task force meeting if that nurse is knowledgeable on a topic to be discussed. Not more than one such ad hoc member will attend a meeting at a time, and the Hospital will be informed in advance as to who will attend.

C. Meetings.

The task force shall set a schedule of regular meetings. It will meet once per month, or as otherwise agreed to between the Hospital and the Union, to accomplish its assignment. It will schedule meetings so as not to conflict with routine duty requirements. 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. Unresolved Issues.

When members of the task force reach agreement on a particular subject, the terms of the agreement thereafter will be implemented by the Hospital. Failure of the task force to agree on a matter will not be grievable. Notwithstanding this prior sentence, if an issue has been fully discussed in the task force and has not been resolved, the Union may invite the Hospital Administrator to attend a meeting to discuss the unresolved issue subject to the following terms:

1. The issue has been fully discussed with the task force members before inviting the Administrator;

2. The Hospital Administrator is informed of the issue, in writing, in advance of the meeting; and

3. Such attendance by the Hospital Administrator will occur not more than 2 times per calendar year.

E. Co-Chairs and Meeting Minutes.

The task force will designate co-chairs to prepare an agenda prior to each meeting. Minutes for each meeting will be prepared and furnished to members of the task force prior to the next meeting. Each co-chair will alternate months to chair the meeting. The minutes and information furnished by the Hospital to the Union and its 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 Hospital and the Union.

ARTICLE 27 — EQUIPMENT

A. Training.

The Hospital will make good-faith reasonable efforts to provide training regarding new equipment to be used by a nurse in his or her professional practice. Such training will be competency-based, when necessary for the new equipment. If a nurse does not believe that he or she has received training on a piece of equipment, the nurse should immediately inform his or her manager or Assistant Nurse Manager, who will assist or obtain assistance for the nurse in learning the technique for utilizing such equipment. If the nurse informs his or her manager or assistant nurse manager that the nurse has not received training on a new piece of equipment, the nurse will not be required to use such piece of equipment until after the nurse has been provided assistance in learning the technique for utilizing such equipment. A nurse will be paid for time spent in such training.

~~**B. — Product Review and Analysis Committee.**~~

~~At least one bargaining unit nurse, who is selected by the Union from among volunteers, will be included in the Hospital's Product Review and Analysis Committee. The purpose~~

~~of this Committee is to provide a formal mechanism for soliciting clinical input, and identification and evaluation of medical/surgical products, with the intention of standardization and improved quality of patient ca~~

BC. Changes in Medical Equipment.

The Hospital will make good-faith reasonable efforts to solicit input from nurses when the Hospital is considering a major change in medical equipment used by nurses in their professional practice. If medical equipment is used by a particular specialty, the Hospital will make good-faith reasonable efforts to solicit such input from nurses within such specialty. The Task Force will develop a process for the input to be obtained from nurses and for that input to be shared with the Task Force.

CD. Nurses' Requests and Appeals Process ~~-Suggestions~~.

Nurses who have requests, suggestions or concerns regarding medical or safety equipment used by nurses in the scope of their professional practice should forward concerns, in writing to the nurse's manager, who will provide a written response with reasoning/rationale to the nurse within thirty (30) days, or to the Hospital's Product Review and Analysis Committee. Within thirty (30) days of receiving the manager's written rationale, the nurse may appeal the decision to the CNO, who will respond within thirty (30) days. The nurse may also raise the issue with the Nursing Task Force Professional Nursing Care Committee for discussion.

D. Within 90 (ninety) days of ratification of this Agreement, the parties agree to convene a one-time meeting for up to two (2) hours to discuss patient restraint and seclusion in the Senior Psychiatric Unit. Two (2) nurses and two (2) members of management will attend. The Hospital will pay the nurses for their time. Any additional concerns will be tracked through the Nursing Task Force.

A. Campus Safety Committee.

1. At least two (2) bargaining unit nurses, selected by the bargaining unit president from among volunteers, will be included in the Hospital's Campus Safety Committee. The purpose of the Safety Committee will include those duties outlined in ORS Chapter 656.

2. The bargaining unit nurses will be paid for time spent in the Campus Safety Committee meetings and for up to one hour to perform Committee-related duties. The Hospital and the nurses will work together to enable the nurses to attend the Campus Safety Committee meetings as much as reasonably feasible.

3. The Campus Safety Committee will be provided the summary and statistics regarding safety issues that are provided in the Quarterly Employee Health Report.

B. General Obligations.

1. The Hospital will comply with its obligations under Oregon and federal laws and regulations regarding health and safety, which includes the right of a nurse to report a concern regarding employee or patient safety, without fear of reprisal. These laws shall be enforced in accordance with applicable federal and Oregon law.

2. Nothing in this Article is intended to mean that the Union has assumed the Hospital's obligations under applicable workplace safety laws.

ARTICLE 29 — LEAVES OF ABSENCE

A. Personal Leave.

1. Full-time and part-time nurses employed by the Hospital for at least six (6) months of continuous service may be eligible for personal leave under the following procedures:

a. The nurse must submit to his or her manager a written request for personal leave of absence, at least thirty (30) days prior to the start date, whenever possible.

b. The manager may approve the request for up to a six-month leave, including requested extensions, if the nurse has a record of satisfactory performance and replacement staff are available.

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c. A personal leave will be unpaid, except that accrued PTO must be used from the beginning of the leave.

2. Reinstatement: Upon returning to work from a personal leave of up to three (3) months, the nurse will be reinstated in his or her former assignment. Upon returning to work from a personal leave in excess of three (3) months, the nurse will be reinstated in his or her former assignment, if vacant; if the former assignment is not vacant, then the nurse will be given preference for a vacancy for which the nurse applies in his or her former unit.

3. A nurse will not be reinstated after going on a personal leave if the nurse worked for another health care provider during the leave, unless the nurse has received the Hospital's prior written approval.

B. Family and Medical Leave.

Nurses covered by this Agreement are eligible for parental, medical, family medical and pregnancy leaves in accordance with the Hospital's leave of absence policy, which is designed to comply with the federal Family and Medical Leave Act and the Oregon Family Leave Act. Family medical leave may be taken under the policy:

1. To care for a newborn or newly adopted child, or upon placement of a child for adoption or foster care (also referred to as a parental leave);

2. To recover from or seek treatment for a serious health condition of the employee;

3. To care for a family member with a serious health condition; or

4. To care for a child suffering from an illness or injury that requires home care.

Eligible employees generally are entitled to a maximum of twelve (12) weeks of family medical leave within a rolling 12-month period. Employees eligible for federal family medical leave must have been employed by the Hospital for at least twelve (12) months, and worked at least 1,250 hours (including overtime hours) in the 12 months

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immediately preceding the leave. Employees eligible for state family medical leave must have been employed by the Hospital for at least 180 days, and worked an average of 25 hours per week during the 180 days immediately preceding the leave.

Employees are further entitled during such period to a maximum of twelve (12) weeks of leave for a pregnancy related disability. Employees who take the full 12 weeks of parental leave are entitled to an additional 12 weeks of leave to care for a sick child. Leaves of absence under this section will be unpaid only after the nurse has exhausted all of the nurse's accrued but unused PTO and EIT.

5. Regardless of eligibility for leave under FMLA or OFLA, nurses who have completed the first six months of employment are eligible for up to six months of leave to care for their own serious health condition. Such leave will not be available on an intermittent basis. Time taken under FMLA or OFLA, or under the Personal Leave provisions of this Article 29, will count toward the six-month maximum. Benefits continue as required under FMLA, or as long as the nurse is using PTO or EIT. Nurses are not guaranteed reinstatement while on non-FMLA or OFLA medical leave to the same position except as required by law.

C. Military Leave.

Military leave will be granted in accordance with applicable federal and Oregon law.

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D. Jury Duty.

1. A nurse summoned to jury duty will be permitted the necessary time off from scheduled work to perform such service. The nurse must furnish his or her supervisor with a written statement from the court as soon as it is received, as proof of jury duty, to be eligible for jury duty leave.

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2. Nurses who are required to report for jury duty will be excused from scheduled work on such days. The nurse will be paid his or her regular straight-time rate of pay plus differentials for any scheduled hours of work missed while performing jury duty service, for up to four (4) weeks of absence from scheduled work in a calendar year. Any jury duty fees received from the court will be retained by the nurse.

3. When a nurse actually serves on jury duty for five or more days, the nurse will be released from regularly scheduled weekends and will not be required to make up weekend work missed while on such jury duty. Such nurse will not be paid for hours missed on such weekend nor will he or she be required to take PTO for such weekend.

4. The nurse is expected to report to work on any scheduled work days that he or she is not selected for jury service or if the service ends in time to permit at least four (4) hours of work in the balance of the employee's work schedule, unless the nurse and the supervisor agree that the nurse will be excused from scheduled evening, night, or weekend work while the nurse is on jury duty.

E. Witness Service.

1. A nurse subpoenaed as a witness in a legal proceeding will be permitted the necessary time off from scheduled work to perform such service. The nurse must furnish his or her supervisor with a copy of the subpoena or a signed statement from the attorney issuing the subpoena, as soon as it is received, to be eligible for witness service leave.

2. The nurse will be paid his or her regular straight-time rate of pay plus differentials for any scheduled hours of work missed while performing witness service, for up to four (4) weeks of absence from scheduled work in a calendar year, except that the nurse will not receive this pay if he or she is a plaintiff or defendant and the proceeding is not related to the nurse's work, the nurse is a claimant or part of a class of claimants against the Hospital or any Providence Health System entity, or the nurse is testifying for a fee as an expert witness. Any witness fees received in connection with the subpoena will be retained by the employee.

3. The nurse is expected to report to work on any scheduled work days that he or she is not scheduled to testify or if the testimony ends in time to permit at least four (4) hours of work in the balance of the employee's work schedule, unless the nurse and the supervisor agree that the nurse will be excused from scheduled evening, night, or weekend work while the nurse is under subpoena.

F. Bereavement Leave.

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1. A regular nurse will be granted up to three (3) scheduled work days off as bereavement leave for the death of an immediate family member, provided that the leave is taken within a reasonable time of the family member's death. Requests for bereavement leave must be submitted as early as possible.

2. The nurse will receive pay for up to three (3) days of the bereavement leave. Paid hours of bereavement leave will be at the nurse's straight-time rate of pay for the scheduled hours of work missed while on bereavement leave.

3. Immediate family members for this purpose include the nurse's spouse, parent, child, sibling, grandparent, or grandchild; the nurse's spouse's parent, child, or sibling; the nurse's child's spouse; or other person whose association with the nurse was, at the time of death, equivalent to any of the preceding relationships.

ARTICLE 30 — UNION MEMBERSHIP

A. Nurses have the right to join or financially support the Union, or to refrain from doing so. Membership in or financial support of the Union will not be a condition of employment.

B. The Hospital will deduct the amount of Union dues, as specified in writing by the Union, from the wages of all nurses covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Hospital. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by the Union received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Hospital to the Union monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made. The Union will indemnify and hold the Hospital harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by the Hospital in connection with, this section.

ARTICLE 31 — BULLETIN BOARDS

The Hospital will provide posting space for the Union of approximately 2' x 3', which will be the exclusive places for posting of Union-related notices. Such postings will be limited to (1) notices stating the date, time, and place of Union meetings for bargaining unit members, with a limited description of the topic, and (2) notices that relate to

contract administration. The bulletin board space shall be provided in the staff lounge in ~~Intensive Care Unit/Medical Surgical Unit, Emergency Department, Surgical Services,~~ all nursing units. A copy of any notice to be posted shall be furnished to the Hospital's Human Resources Department before posting.

ARTICLE 32 — INFORMATION PROVIDED TO THE UNION – TA 4/25/2017

The Hospital will provide to the Union on a monthly basis a list of nurses in the bargaining unit, including the following information: nurse's name, address, phone number, email address, RN license number, department, seniority date, FTE status, regular shift, wage rate, date of termination (if applicable), and beginning date of leave (if applicable).

Upon Request the Hospital will discuss with the ~~Association-Union~~ during Task Force any new non-bargaining unit positions for which and RN license is required or preferred.

ARTICLE 33 — STEWARDS AND ORIENTATION – TA 6/13/2017

A. The Union will provide the Hospital with a written list of the names of the nurse(s) designated as the Union representative(s) (stewards).

B. The Union will provide copies of this Agreement to members of the bargaining unit.

C. The Hospital will provide thirty (30) minutes during new hire nursing orientation for a bargaining unit nurse designated by the Union to discuss contract negotiation and administration matters with newly hired nurses. The Hospital will notify the Union or its designee of the date and time for this purpose. A newly hired nurse will be paid for the 30-minute period. If the nurse designated by the Union has been released from otherwise scheduled work during this period, the nurse's time for this purpose will be paid.

D. Contract Training. Within 90 days of ratification, joint Union and Hospital trainings will be conducted for interested nurses, regarding changes to this Agreement and areas where the parties agree there are many questions. The training will be jointly

designed and provided by the Union and Hospital Human Resources, and will be held a minimum of two (2) times, in order to reach interested parties on different units and shifts. All nurses who attend the training will be paid for the time attending such training, and Charge Nurses will be encouraged to attend. Thirty (30) minutes at the end of each training will be set aside for union-only presentation.

ARTICLE 34 — UNION ACCESS

A. Representative Access. Duly authorized representatives of the Union shall be permitted at reasonable times to enter the facilities operated by the Hospital for purposes of transacting Union business for this bargaining unit and observing conditions under which nurses are employed. Before entering the premises, any Union representative shall provide to the Director of Human Resources or his or her designee advance written notice during regular business hours (generally 8-4:30 Monday through Friday) of any such visit to the Hospital, unless such notice is waived by the Hospital. Such notice will include the date and time of such visit, along with the unit or units to be visited. Transaction of any business shall be conducted in an appropriate location subject to general Hospital rules applicable to non-employees, shall not interfere with the work of any employees or with patient-care needs, and shall be directly related to contract negotiation and administration matters. The Union representative will check in at the Hospital Security Desk and wear a Hospital-issued identification badge.

B. Union Meeting Space. The Union may utilize conference rooms or other available room at the Hospital for official Union meetings of Hospital nurses in the bargaining unit, confined to contract negotiations and administration matters, subject to advance scheduling and availability. Any nurse who so desires shall be entitled to attend such meetings during nonworking time.

ARTICLE 35 — UNION REPRESENTATIVES

A. The Hospital will make good faith reasonable efforts to grant a nurse's request for prescheduled leave for the nurse to attend programs of the Union and to attend negotiation sessions scheduled with the Hospital.

B. When a request is granted pursuant to paragraph A above, the nurse will comply

with the Hospital's policy regarding utilization of PTO. If the nurse does not want to utilize PTO, the Hospital will make good faith reasonable efforts to arrange the nurse's regular FTE around the requested time off. If, because of patient care needs, the Hospital cannot arrange the nurse's regular FTE around the requested time off, the nurse may take an unpaid day to attend a negotiation meeting.

ARTICLE 36 — GRIEVANCE PROCEDURE

A. Grievance Defined.

A grievance is defined as any dispute by a nurse over the Hospital's interpretation and application of the provisions of this Agreement.

1. During a nurse's introductory period, the nurse may present grievances under this Article to the same extent as a post-introductory period nurse, except that discipline and continued employment of an introductory period nurse will be determined exclusively by the Hospital and will not be subject to this Article.

B. Pre-Grievance Discussion.

A nurse who believes that the Hospital has violated provisions of this Agreement is expected to discuss the matter with the nurse's immediate supervisor before undertaking the following grievance steps.

C. Grievance Procedure.

A grievance will be presented exclusively in accordance with the following procedure:

1. Step 1 -- If a nurse has a grievance, he or she may submit it in writing to the nurse's Nurse Manager within fifteen (15) calendar days after the date when the nurse had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten (10) calendar days after the date of notice of any discharge or other discipline which is the subject of the grievance). Only a nurse who was actually involved in the occurrence may present a grievance, unless any nurse who is an officer or steward of the bargaining unit presents a group grievance where the occurrence actually involved at least four (4) nurses. The written grievance will describe the alleged violation of this Agreement and the date of the alleged violation, identify the Agreement provision alleged to have been violated, and set forth the nurse's proposed resolution of the grievance. The Nurse Manager will review the grievance and offer to meet with the grievant(s) within ten (10) calendar days after having received the grievance. The Nurse Manager will transmit a written reply within ten (10) calendar

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days after such meeting, or within fifteen (15) days of receiving the grievance if no meeting is held.

2. Step 2 -- If the grievance is not resolved, the nurse may submit the grievance in writing to the Hospital's Nurse Executive within ten (10) calendar days after the date the nurse received the Nurse Manager's Step 1 reply (but not later than twenty (20) calendar days after the nurse submitted the grievance at Step 1, if the nurse has not received the Step 1 reply). The Nurse Executive, or his or her designee, will review the grievance and offer to meet with the grieving nurse and a Union representative within ten (10) calendar days after having received the grievance. Within ten (10) calendar days after a meeting between such Hospital representative, the grievant, and the grievant's Union representative, the Nurse Executive, or designee, will transmit a written decision to the grievant and the Union.

3. Step 3 -- If the grievance is not resolved to the nurse's satisfaction at Step 2, the nurse may present the grievance in writing to the Hospital's Administrator within ten (10) calendar days after receipt of the reply in Step 2 or, if that reply has not been received by then, within ten (10) calendar days after the expiration of time provided in Step 2 for the reply. The Administrator will review the grievance and meet with the grievant, grievant's representative, and the Nurse Executive to discuss the grievance within ten (10) calendar days after having received the grievance. The Hospital Administrator shall transmit a written response to the grievant and the Union within ten (10) calendar days of the meeting.

4. Step 4 -- If the grievance is not resolved on the basis of the foregoing procedure, the Union may submit the grievance to arbitration by notifying the Hospital's Director of Human Resources 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. The following procedure will be followed for any grievance proceeding to arbitration:

(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 seven (7) names from Metropolitan Portland 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 Hospital and the Union.

D. Timeliness.

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

ARTICLE 37 — NO STRIKE/NO LOCKOUT

In view of the importance of the operation of the Hospital's facilities to the community, the Hospital and the Union agree that during the term of this Agreement, (1) the Hospital will not engage in any lockout, and (2) neither the Union nor nurses will engage in any strike, sympathy strike, walkout, slowdown, other actual or attempted interruptions of work, picketing of the Hospital, or interference with the orderly operation of the Hospital by either the nurses or the Union. This provision does not prohibit a nurse from engaging in other, lawful expressions of speech on the nurse's own time, provided that such activity does not interfere with any employee's assigned work or otherwise violate the provisions herein.

ARTICLE 38 — SEPARABILITY

A. The parties believe that this Agreement complies with applicable state and federal laws.

B. This Agreement will be subject to all applicable local, state, and federal laws, present and future, including their pertinent rules and regulations. Should any provision or provisions of this Agreement be mutually determined by the parties or by a court of

competent jurisdiction to be unlawful, such determination will not invalidate the remainder of this Agreement.

C. All other provisions of this Agreement will remain in full force and effect for the life of this Agreement.

D. In the event of such a determination, the parties will attempt to reach a mutually satisfactory replacement for the provision(s) determined to be unlawful.

ARTICLE 39 — SUCCESSORS

A. In the event that the Hospital shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization that in whole or in part affects the existing collective bargaining unit in connection with the operation of a successor acute care facility on the Hospital's premises, then such successor organization shall be bound by each and every provision of this Agreement with respect to the bargaining unit.

B. After the Hospital notifies the successor organization in writing of the above provision before entering into such agreement, the Hospital shall have no further obligations hereunder from date of takeover.

C. The Hospital will also notify the Union of such action outlined in paragraph A, as soon as practical, provided, however, that such notification or lack of notification will not affect the provisions of paragraph B.

ARTICLE 40 — PROFESSIONAL NURSING CARE COMMITTEE – TA 8/8/2017

A. Members.

The Union shall appoint up to six (6) members of the bargaining unit to constitute the Professional Nursing Care Committee. There may be one (1) member from each of the following units: Surgical Services, Emergency Department, Critical Care, Senior Psychiatric, and Medical/Surgical.

B. Meeting Time.

The Committee shall meet not more than once per month at times that do not conflict with routine duty assignments. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse's regular straight-time rate for the purpose of

attending Committee meetings. During the final month of the PNCC disbursement calendar (generally, April or May of each year), each Committee member will be entitled to an additional four (4) paid hours at the nurse's regular straight-time rate.

C. Matters for Consideration.

The Committee shall consider matters related to nursing practice, nursing processes, the implementation of Article 13 (including distribution of educational funds), and other matters which are not proper subjects to be processed through the grievance procedure.

D. Agenda and Minutes.

The Committee shall prepare an agenda and keep minutes of all of its meetings, copies of which shall be provided to the Chief Nurse Executive within seven (7) days of the meeting.

E. Chief Nurse Executive.

The Committee may from time to time invite the Chief Nurse Executive or her/his designee to its meeting at mutually agreeable times for the purpose of exchanging information or to provide the Chief Nurse Executive with recommendations on pertinent subjects. The Chief Nurse Executive shall respond in writing to any written recommendations provided by the PNCC within thirty (30) days. Management may elect to send the Chief Nurse Executive or his/her designee to the PNCC meeting to aid in the consideration of matters related to nursing practice and nursing processes.

ARTICLE 41 – STAFFING

A. Staffing Concerns.

Nurses are encouraged to raise staffing concerns. For specific staffing concerns, the Hospital will make available a form that is mutually agreeable to the Hospital and the Union. Nurses will leave completed forms in a designated place. The Hospital will not discourage the reporting, documentation and submission of such forms. The Hospital will make the staffing committee minutes available on the PMH nursing website. ~~The Hospital will provide a copy of the report to a Task Force member designated by the Union and the appropriate unit manager.~~

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B. Hospital Staffing Plan.

The Hospital will comply with the provisions of ORS 441.162 regarding a written staffing plan for nursing services to be developed, monitored, evaluated and modified by a hospital staffing plan committee.

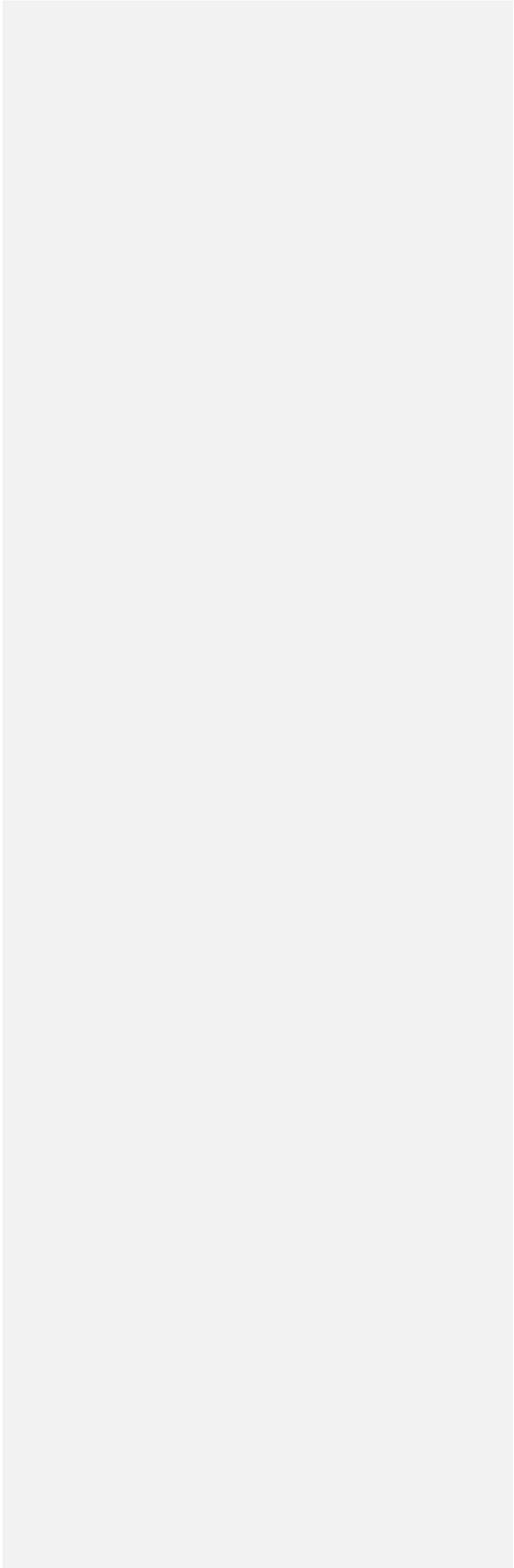
In collaboration with unit leadership, each unit may evaluate acuity tools if demonstrated that the tool may be appropriate to the patient population. The unit may then recommend the tool to the Staffing Effectiveness Committee.

ARTICLE 42 – DURATION AND TERMINATION

This Agreement will be effective as of the date of the ratification by the nurses, except as specifically provided otherwise, and will remain in full force and effect until May 31, ~~2017~~2019, and from year to year thereafter unless either party serves written notice on the other to modify, amend, or terminate this Agreement, at least ninety (90) days before May 31, ~~2017~~2019, or any subsequent anniversary thereof.

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IN WITNESS WHEREOF, the Hospital and the Union have executed this Agreement as of this.



APPENDIX A — CERTIFICATIONS – TA 8/8/2017

Medical/Surgical

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BC	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
RN-BC	Gerontological Nurse	American Nurses Credentialing Center
CMSRN	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
RN-BC	Pain Management Nurse	American Nurses Credentialing Center
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
CWS	Certified Wound Specialist	American Academy of Wound Management
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
ONC	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board
PCCN	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation

Emergency

CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BC	Pain Management Nurse	American Nurses Credentialing Center
SANE-P	Sexual Assault Nurse Examiner-Pediatric	Forensic Nursing Certification Board
SANE-A	Sexual Assault Nurse Examiner-Adult	Forensic Nursing Certification Board
CPEN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)

Senior Psychiatric Unit

<u>RN-BC</u>	<u>Gerontological Nurse</u>	<u>American Nurses Credential</u>
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		Center
RN-BC	Psychiatric – Mental Health Nursing	American Nurses Credentialing Center
RN-BC	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
CMSRN	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
CRRN	Certified Rehabilitation Registered Nurse	Association of Rehabilitation Nurses

Critical Care

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BC	Gerontological Nurse	American Nurses Credentialing Center
RN-BC	Pain Management Nurse	American Nurses Credentialing Center
PCCN	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation

Surgical Services (Ambulatory Surgery Unit, Endoscopy, Post-Anesthesia Care Unit, Surgery)

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

		Center
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
ONC	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board

Other

<u>CWOCN</u>	<u>Certified Wound, Ostomy, Continence Nurse</u>	<u>Wound, Ostomy, Continence Nursing Certification Board</u>
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The following standby and on-call policies shall apply to all regular nurses in ~~surgery~~surgical services, and those ~~on-call~~Per Diem nurses in ~~surgery~~surgical services who volunteer for standby assignments:

1. Assignment of Standby Shifts.

Regular and introductory nurses will be assigned a maximum of one (1) standby shift per week and one (1) weekend standby shift per month. Nurses will not be floated to another department during such standby or call-back shifts. Nurses may volunteer for additional standby shifts.

2. Standby Hours.

~~Scheduled~~ Standby shifts may will be designated on each unit.:

~~Weekdays: Monday through Friday, from no earlier than 3:00 p.m. to 7:00 a.m. the next day.~~

~~Weekends: from Saturday at 7:00 a.m. to Monday at 7:00 a.m.~~

~~The parties agree to trial the variable weekday standby start time for a period of 90 days following ratification of this agreement, and discuss whether to continue the practice at Task Force.~~

For pre-scheduled Operating Room weekday standby shifts (Monday at 5 p.m. through Saturday at 6:59 a.m.):

A. For nurses who are already working:

1. If standby time is needed at the end of a nurse's scheduled shift, standby hours will begin at 5:30 p.m.

B. For nurses who are not already working:

1. If a nurse who is not already working picks up standby hours from an already-working nurse, the shift will start at 5:00 p.m.

2. If a nurse is not already working and is scheduled for standby, that shift will start at 5:00 p.m.

For pre-scheduled Operating Room weekend standby shifts, the weekend is defined as Saturday 7:00 a.m. to Monday at 6:59 a.m.

For pre-scheduled PACU weekday standby shifts, if a nurse is not already working, standby time will start at 8:00 p.m. If a nurse is currently working, standby time will start when the nurse's MDO begins, or once the nurse has clocked out at the end of their shift.

For pre-scheduled PACU weekend standby shifts, the weekend is defined as ~~Weekends: from Saturday at 7:00 a.m. to Monday at 7:59~~ ~~7:00 a.m.~~

Nurses will continue to flex their hours as requested by the Hospital to meet operational and patient care needs. The Hospital may, on occasion, request that the nurse start their standby hours earlier to meet patient care and operational needs.

In the instance operational needs dictate the scheduling of a second call team, those nurses would be provided standby consistent with Article 9(B)(2).

Minimum arrival times are as follows:

Operating Room: 30 minutes

PACU: 45 minutes

A nurse may not be scheduled on standby for more than 48 consecutive hours without the nurse's preapproval.

3. Standby Shifts.

The following provisions will apply to all standby shifts:

(a) Nurses will be paid at the standby rate set forth in Article 9.A for all hours on standby.

(b) Nurses who are on standby or who agree to report to work outside their regular schedule and with less than 4 (four) hours of notice, despite not being on standby, will be paid subject to the minimum hour

call-back provisions in Article 9.B.~~2~~. This provision does not apply to changes to regularly scheduled work shifts.

(c) When nurses working can reasonably predict that their workload could cause them to work more than twelve (12) hours and they are unwilling or unable to do so, the nurses will alert the appropriate supervisor who will attempt to find volunteers to provide respite after 12 hours.

(d) If a nurse is called in and works on a shift and is unable to receive an eight (8) hour break before his or her normally scheduled shift, the nurse may elect to be placed on MDO from the beginning of the nurse's regular shift until he or she receives up to an eight (8) hour break, provided, however, that the maximum number of MDO hours in combination with the hours worked that day shall not exceed the length of the nurse's prescheduled shift. The nurse will then report for work after he or she receives an eight (8) hour break and work for the duration of the nurse's regular shift (and longer if agreeable to the nurse and the Hospital). If there are not four (4) hours left in the nurse's regular shift at the time the nurse reports to work, the nurse will be given the opportunity to work a minimum of four (4) hours.

4. The Parties agree to create a workgroup to meet on at least two (2) different occasions for one (1) hour sessions before January 1, 2019 in order to discuss an extra-call incentive program. The Union will select two (2) total Operating Room nurses to attend the workgroup sessions. The Hospital will pay the nurses for their time. All parties shall mutually agree on the meeting time and location.

~~45. Incentive Programs.~~

~~When the Hospital determines that there is a long-term critical staffing shortage for OR nurses caused by vacant positions, the Hospital may implement the call-back incentive program previously entitled "Critical Skills Shortage Contingency Plan." In addition, the "Critical Skills Shortage Contingency Plan" will be implemented if there are two (2) or more vacant positions in the OR for a period of more than two (2) months.~~

~~6. MDO Review.~~

~~The parties will collect data on how much MDO is occurring on the unit, including both voluntary and mandatory MDO, as well as how much time has been spent by nurses on special projects and committees in lieu of MDO. After six months of data collection, the Task Force will review the data.~~

APPENDIX C — CLINICAL LADDER

The Clinical Ladder Program developed by the Nursing Task Force will be subject to termination or other modification only in accordance with Article 42, Duration and Termination, of this Agreement except that if the Clinical Ladder Board determines revisions to the Clinical Ladder Program are appropriate, the Board may request that the Hospital and the Union meet to review the proposed changes, and such changes may be made upon mutual agreement of the Hospital and Union.

A nurse approved for, and participating in, the Clinical Ladder Program will receive an increase in his/her base hourly rate of pay under this Agreement at the applicable amount below for the nurse's Clinical Ladder level:

Clinical Ladder Level	Additional Amount to Be Added to Base Rate of Pay
Level 1	\$1.50
Level 2	\$2.50
Level 3	\$4.00

If a nurse moves to a different department for any reason, the nurse will continue to receive the same clinical ladder pay differential until the expiration of the clinical ladder level.

Within 120 days of ratification, the Hospital will meet with the Clinical Ladder Board in an effort to reach an agreement on improving the Clinical Ladder program and bringing it in alignment with the Hospital's quality and operational goals. Absent mutual agreement between the Hospital and the Clinical Ladder Board, no changes will be implemented during the 2017-2019 contract period.

APPENDIX D – HEALTH INSURANCE

The Hospital and the ~~Association-Union~~ agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of The Hospital's employees, provided, however, that The Hospital agrees that the plan will have the following provisions in ~~2015 2017~~ subject to the terms and conditions of the plans:

Benefits Eligibility: Any nurse who is regularly scheduled an ~~regularly scheduled to work twenty or more hours per week, but less than thirty 30 hours per week or less than sixty (60) in a fourteen (14) day pay period (~~ FTE of 0.5 FTE to 0.74 FTE ~~)~~ will be considered part-time for the purposes of benefits.

Any nurse who is regularly scheduled an FTE of ~~regularly scheduled to work at least thirty (30) hours per week or sixty (60) hours in a fourteen (14) day pay period (~~ 0.75 FTE or greater ~~)~~ will be considered full-time for the purpose of benefits.

A. Medical Benefit Design In Network

[NOTE – all charts have been updated to accurately reflect the 2017 medical plans]

<u>In-Network</u> Plan Feature	Health Reimbursement <u>(HRA)</u> Medical Plan	Health Savings <u>(HSA)</u> Medical Plan
Annual deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
Annual out-of-pocket maximum (does not include deductible)	\$2,150 per person \$4,300 per family	\$1,500 employee only \$3,000 if covering dependents
Preventive Care	No Charge	No Charge
Primary Care Provider visits (non-preventive)	PCP: \$20 copay Specialist: PH&S employed: 10% after deductible Other in-network: 20% after deductible	PCP: 10% after deductible Specialist: PH&S employed: 10% after deductible Other in-network: 20% after deductible
<u>Specialist</u>	<u>Tier I: 10% after deductible</u> <u>Tier II: 20% after deductible</u>	<u>Tier I: 10% after deductible</u> <u>Tier II: 20% after deductible</u>

Lab and x-ray	20% after deductible	20% after deductible
Alternative care (chiropractic, acupuncture)	20% after deductible Combined 12 visit limit per calendar year	Tier I, Tier II: 20% after deductible Combined 12 visit limit per calendar year
Naturopathy	20% after deductible Covered as Specialist	20% after deductible Covered as Specialist
Outpatient behavioral health care providers	No Charge	Tier I: 10% after deductible Tier II: 20% after deductible 20% after deductible
Outpatient hospital/surgery facility fees (except hospice, rehab)	PH&S Tier I: 10% after deductible Other in-network Tier II: 25% after deductible	PH&S Tier I: 10% after deductible Other in-network Tier II: 25% after deductible
Inpatient hospital facility fees, including behavioral health	PH&S Tier I: 10% after deductible Other in-network Tier II: 25% after deductible	PH&S Tier I: 10% after deductible Other in-network Tier II: 25% after deductible
Hospital physician fees	PH&S Tier I: 10% after deductible Other in-network Tier II: 20% after deductible	PH&S Tier I: 10% after deductible Other in-network Tier II: 20% after deductible
Emergency room	Employer covers 100% after \$250 copay (copay waived if admitted)	20% after deductible
Urgent Care professional fees	PH&S Tier I: 10% after deductible Other in-network Tier II: 20% after deductible	PH&S Tier I: 10% after deductible Tier II Other in-network: 20% after deductible
Maternity Pre-natal as Preventive Care	No Charge	No Charge
Pre-natal , Delivery, and Post-natal Provider	Tier I, Tier II: No Charge	Tier I: 10% after deductible Tier II: 20% after deductible

Care		No Charge (Delivery/Post-Natal: Same as hospital stay)
Maternity Hospital Stay and Routine Nursery	PH&STier I: 10% after deductible Other in-network Tier II: 25% after deductible	PH&STier I: 10% after deductible Other in-network Tier II: 25% after deductible

B. Medical Premiums

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

Level of Benefit	Health Reimbursement Medical Plan		Health Savings Medical Plan	
	2015 2017	2016 2018	2015 2017	2016 2018
Full Time				
Employee Only	\$11.50	5% of premium \$11.80	\$0.00	\$0.00
Employee and child(ren)	\$22.50	8% of premium \$23.10	\$21.00 \$11.00	15% of premium \$11.30
Employee and Spouse/Partner	\$30.50	8% of premium \$31.30	\$35.50 \$19.00	15% of premium \$19.55
Employee and Family	\$42.00	8% of premium \$43.10	\$57.00 \$30.00	15% of premium \$30.85
Part Time				
Employee Only	\$24.00	10% of premium \$24.65	\$24.00 \$12.00	10% of premium \$12.35
Employee and child(ren)	\$42.50	13% of premium \$43.65	\$52.50 \$30.50	20% of premium \$31.35
Employee and Spouse/Partner	\$55.00	13% of premium \$56.45	\$71.50 \$43.00	20% of premium \$44.20
Employee and Family	\$73.50	13% of premium \$75.45	\$100.00 \$61.50	20% of premium \$63.20

C. Prescription Drug Design In-Network

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Providence-Tier I <u>Network Retail</u> Pharmacies (30-day supply)	Preventive: No Charge Generic: \$10 copay per Rx Formulary brand: 20% of cost <u>after deductible</u> (maximum cost is \$150 per Rx) after deductible. Non-Formulary brand: 40% of cost <u>after deductible</u> (maximum cost is \$150 per Rx) after deductible Specialty 20% after deductible	Preventive: No Charge Generic: 10% after deductible Formulary brand: 20% <u>of cost after deductible</u> (maximum cost is \$150 per RxRx) after deductible Non-formulary brand: 40% <u>of cost after deductible</u> (maximum cost is \$150 per Rx Rx) after deductible Specialty 20% after deductible
Other-Tier II Network <u>Retail Pharmacies:</u> (30 day supply)	Preventive: No Charge Generic: \$10 copay per Rx Formulary brand: 30% of cost <u>after deductible</u> (maximum cost is \$150 per Rx) after deductible. Non-Formulary brand: 50% of cost <u>after deductible</u> (maximum cost is \$150 per Rx) after deductible Specialty 20% after deductible	Preventive: No Charge Generic: 10% after deductible Formulary brand: 30% <u>of cost after deductible</u> (maximum cost is \$150 per RxRx) after deductible Non-formulary brand: 50% <u>of cost</u> (maximum cost is \$150 per RxRx) after deductible Specialty 20% after deductible
Mail order (90 day supply)	Same as Providence and retail 3x retail copay	Same as Providence and retail 3x retail copay
<u>Specialty (30-day</u>	<u>20% of cost after deductible</u>	<u>20% of cost after deductible</u>

<u>supply) from Plan designated pharmacy network providers</u>	<u>(maximum \$150 per Rx)</u>	<u>(maximum \$150 per Rx)</u>
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D. Medical Savings Account

Nurses will have a choice of either a Health Reimbursement Account (HRA) or a Health Savings Account (HSA) based on their medical plan election.

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
<u>Earned health incentive contribution – up to</u> <u>Note: Amounts are prorated for nurses hired mid-year</u>	\$700 Individual \$1,400 Family	\$700 Individual \$1,400 Family
Annual <u>in-network</u> net deductible (deductible minus health incentive)	\$450 per person \$900 max per family	\$800 employee only \$1,600 if covering dependents
Annual <u>in-network</u> out-of-pocket maximum (with <u>in-network</u> deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
<u>Annual in-network net out-of-pocket maximum (with in-network deductible minus health incentive)</u>	<u>\$2,600 per person</u> <u>\$5,200 max per family</u>	<u>\$2,300 employee only</u> <u>\$4,600 if covering dependents</u>
Annual out-of-network net deductible (deductible minus health incentive)	\$1,600 per person \$3,200 max per family	\$2,300 employee only \$4,600 if covering dependents
Annual out-of-network out-of-pocket maximum (with out-of-network deductible)	\$6,600 per person \$13,200 per family	\$6,000 employee only \$12,000 if covering dependents
Annual out-of-network	\$5,900 per person	\$5,300 employee only

net out-of-pocket maximum (with out-of-network deductible minus health incentive)	\$11,800 max per family	\$10,600 if covering dependents
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Any balance left in year in the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) that is unused at the end of the plan year may be rolled over to the HRA or HSA account for the next plan year in accordance with the terms of the accounts. If the nurse has been employed for at least five (5) consecutive years with the Medical Center, he or she may use the money in the HRA deposited prior to 2016 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.

E. Coordination of Benefits.

The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2013~~2017~~.

F. Dental

Plan Feature	Delta Dental PPO 1500		Delta Dental PPO 2000	
	PPO Dentist	Premier and Non-PPO Dentist	PPO Dentist	Premier and Non-PPO Dentist
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.

Maintainers, Resin Restoration				
Restorative				
Fillings, Stainless Steel Crowns, Oral Surgery (teeth removal) Denture Insertion Treatment of pathological conditions and traumatic mouth injuries	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
General Anesthesia Intravenous Sedation	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoetomy	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Major				
Crowns, veneers or onlays, crown build ups, Post and core	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost

on endodontically treated teeth,				
Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500 per person \$1,500 per person	\$2,000 per person \$2,000 per person		
Annual Deductible Per person	\$50 \$50	\$50 \$50		
Annual Deductible Family Maximum	\$150 \$150	\$150 \$150		
Orthodontia	Not covered	50% after \$50 lifetime deductible \$2,000 lifetime maximum		

G. Dental Premiums

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

Level of Benefit	Delta Dental PPO 1500		Delta Dental PPO 2000	
	2015 2017	2016 2018	2015 2017	2016* 2018
Full Time				
Employee Only	\$0.00	\$0.00	\$3.76	13% of premium \$3.76
Employee and child(ren)	\$4.47	30% of premium \$4.47	\$10.49	39% of premium \$10.49
Employee and Spouse/Partner	\$7.45	30% of premium \$7.45	\$14.98	39% of premium \$14.98
Employee and Family	\$11.91	30% of premium \$11.91	\$21.70	39% of premium \$21.70
Part Time				
	2015 2017	2016 2018	2015 2017	2016 2018
Employee Only	\$4.96	20% of premium \$4.96	\$8.72	31% of premium \$8.72
Employee and child(ren)	\$10.92	40% of premium \$10.92	\$16.94	48% of premium \$16.94
Employee and Spouse/Partner	\$14.89	40% of premium \$14.89	\$22.42	48% of premium \$22.42
Employee and Family	\$20.84	40% of premium \$20.84	\$30.63	48% of premium \$30.63

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

H. Vision

Plan Feature	Vision Service Plan network providers
Eye Exam (every 12 months)	\$15.00 co-pay
Prescription Lenses (every 12 months)	
Single vision, lined bifocal and lined trifocal lenses	Covered in Full

Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating	Covered in Full
Polycarbonate lenses for dependent children	Covered in Full
Frame (every 24 m Months)	\$120 (or up to \$65 at Costco) and then 20% off any additional cost above \$120.
Contact Lens (every 12 months)	\$200 in lieu of prescription glasses

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

I. Vision Premiums.

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

Level of Benefit		
Full Time	Plan Year 2015 <u>2017</u>	Plan Year 2016 <u>2018</u>
Employee Only	\$3.11	50% of premium <u>\$3.11</u>
Employee and child(ren)	\$5.60	50% of premium <u>\$5.60</u>
Employee and Spouse/Partner	\$6.22	50% of premium <u>\$6.22</u>
Employee and Family	\$9.33	50% of premium <u>\$9.33</u>
Part Time	Plan Year 2015 <u>2017</u>	Plan Year 2016 <u>2018</u>
Employee Only	\$4.98	80% of premium <u>\$4.98</u>
Employee and child(ren)	\$8.96	80% of premium <u>\$8.96</u>
Employee and Spouse/Partner	\$9.96	80% of premium <u>\$9.96</u>
Employee and Family	\$14.93	80% of premium <u>\$14.93</u>

J. Working Spouse Surcharge

The nurses will participate in the working spouse surcharge on the same basis as the majority of the Medical Center's non-represented employees, as follows:

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

1. Does not have access to coverage through his or her employer
2. Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage)
3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage)
4. Is a Providence benefits-eligible employee
5. Has employer-provided medical coverage with an annual in-network out-of-pocket maximum for 2017 greater than ~~\$6,250~~\$6,600 for employee-only coverage and ~~\$12,500~~\$13,200 if covering dependents. The amount of the maximum may be adjusted annually, not to exceed the annually adjusted out-of-pocket limit under the Affordable Care Act or other measure as determined by the Plan in the event the Affordable Care Act is repealed during the term of the Contract.

**MEMORANDUM OF UNDERSTANDING—~~2019~~ ~~2017~~ MEDICAL INSURANCE
BENEFITS**

Providence Milwaukie Hospital (“the Hospital”) and the Oregon Nurses Association and Oregon Federation of Nurses and Health Professionals, Local 5017, American Federation of Teachers (“Unions”) acknowledge and agree:

1. As of the date of this memorandum, the Hospital has not yet decided upon a health benefits plan design for ~~2017~~2019.

2. No later than ~~September 1, 2016~~ September 15, 2018, the Hospital will provide notice to the Unions of any significant and material changes in the medical insurance plan design for ~~2017-2019~~ with regard to (a) the amount of net deductible (defined as deductible minus Health Reimbursement Account contributions from the Hospital), (b) the percentage of employee premium contribution, or (c) out-of pocket maximums.

3. Within 30 days of such notice of significant and material changes in the medical insurance plan design, the Unions may request that Article 11 and Appendix D of the parties’ collective bargaining agreement be reopened.

4. In the event that Unions exercise their right to reopen Article 11 and Appendix D, the terms of Article 37 (No Strike-No Lockout) will be suspended with regard to any dispute relating to Article 11 and/or Appendix D.

5. This agreement will expire on ~~May~~March 31, ~~2019~~2017.

LETTER OF AGREEMENT
POTENTIAL REGIONAL COMMITTEE/TASK FORCE FOR HEALTH INSURANCE

The parties acknowledge that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Hospital.

The parties also acknowledge there is a shared interest in the assessment of whether anticipated cost increases/decreases are realized, and whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization.

The parties further acknowledge that Providence has the right and discretion to create a regional committee or task force to review relevant data and to provide input and recommendations as to whether the current insurance program is achieving the goals of improved wellness of employees and reduction in associated costs.

The parties therefore agree that if Providence creates such a regional committee or task force that includes employees at more than one Providence facility in Oregon, representatives from this bargaining unit will be allowed representation on such committee or task force to the same degree allowed to other participating bargaining units, and in no case less than one fully participating member. The selected nurse representative(s) shall be paid for time spent attending meetings of the committee or task force.

PMH/ONA – Tentative Agreement 9/26/2017

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

The parties recognize and agree that it is a unique experience to work in Oregon as a nurse in an acute-care facility that adheres to the mission and core values of Providence. In recognition of that unique experience tied to the mission and core values of Providence, The Hospital agrees that nurses who are otherwise in good standing with a separate Providence employer in Oregon and who have been laid off from such employment within the prior six months and who apply for an open position will be hired over other external applicants, provided that The Hospital determines in good faith that such nurse is qualified for the job. In the event that multiple nurses have been laid off and are applying for open positions at the Hospital, the Hospital will choose from among those nurses based on skill level in the relevant area of expertise; if such nurses' skill levels are equal, the Hospital will choose the nurse or nurses who have the greatest number of years within Providence in the relevant area of expertise. If a tie still exists, the Hospital will choose the nurse or nurses who have worked the greatest number of hours in the previous five calendar years in that specialty area.

For purposes of this Letter of Agreement, "good standing" includes: (1) the nurse has not received any corrective action within the previous two years; (2) the nurse has not received an overall score of "needs improvement" or lower at any time in the last two years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action from the time of the announcement of the layoff until the time of the nurse's application for employment.

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

LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING

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

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

B. In the event of a health care unit restructure, The Hospital will, if possible, give the ~~Association-Union~~ 30 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. If The Hospital cannot, in good faith, give 30 days' notice, it will give the ~~Association-Union~~ as much notice as is practicable.

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

D. In the event of a health care unit restructure, the nurses joining The Hospital from the other employer will have their seniority calculated in accordance with Article 20 - Seniority. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The ~~Association-Union~~ may revoke this Paragraph (D) regarding seniority if the other employer does not offer

a similar agreement or policy with regard to health care unit restructuring with regard to giving The Hospital nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

E. If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will be worked out by the ~~Association-Union~~ and The Hospital, but will generally adhere to the seniority and job posting provisions of Article 20 – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other The Hospital nurses consistent with Article 20.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at The Hospital, those will be handled according to Article 17 – Staff Reduction.

G. The newly restructured unit or units at The Hospital will comply with all other provisions of the contract including Article 5 – Hours of Work.

H. Nurses' wage rates will be set in accordance with the provisions of Article 7 - Compensation, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than he/she was paid at the nurse's prior employer, The Hospital will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Article 7 of the parties' collective bargaining agreement. If a nurse coming to the Hospital from another employer is then currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on the Hospital's clinical ladder program (if one then exists), based on The Hospital's clinical ladder application schedule.

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