

Providence Milwaukie Hospital – ONA Tentative Agreement

SUMMARY OF TENTATIVE AGREEMENT

A three-year agreement.

Base salary will be increased by 2.75 percent, 2.50 percent and 2.50 percent.

Certification differential is \$2.30 per hour.

Evening shift differential is \$2.70 per hour.

Night shift differential is \$5.85 per hour.

Weekend differential is \$1.75 per hour in lieu of weekend bonus.

Standby pay is \$4.60 per hour.

Per diem nurse differential is \$4.00 per hour.

Charge nurse differential is \$3.50 per hour.

Resource nurse will receive a one time \$2,000 bonus after two consecutive years of service.

A no-cost short term disability policy will be purchased by PMH, which will cover 65 percent of the employee's salary to supplement paid time off (PTO) and extended illness time (EIT).

Highlights of the proposed language changes are indicated in red.

Sections that had no changes are not included.

Copies of the complete tentative agreement are available on line.

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. Variable Shift Nurse** – A Nurse who is full or part-time who does not have a set shift or schedule.

FG. **Charge Nurse** – A Staff Nurse who ~~also assists with and coordinates clinical activities, as assigned by the Hospital, in collaboration with unit managers and Nurse Supervisor, has unit leadership duties, including patient assignments for nurses, bed planning, and who assist in patient care. The Charge Nurse is also responsible for mentoring staff, providing real-time feedback, reporting performance issues, operational problems, and care team concerns to unit management/Nurse Supervisor.~~

GH. **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. **Per Diem Nurse.** Any nurse whose job status is "per diem," which means that the nurse is not assigned an FTE, but is assigned by the Hospital to work as needed on an intermittent or unpredictable basis.

IH. **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.

IJ. **Benefit-Eligible Nurse** – A Full-Time or Part-Time Nurse.

JK. **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.

KL. **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.

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

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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. The parties acknowledge the legal requirements and the importance of rest and meal periods for nurses. The parties further acknowledge that the scheduling of regular rest periods requires appropriate staffing and scheduling, teamwork, professional accountability and active charge nurse involvement. The parties therefore agree as follows:

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.~~

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

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

a. ~~Caregivers in each unit or department will have the opportunity to participate with unit leadership in determining how meals and rest periods are provided. This group will determine what reasonably available information will help them with this process. The units will then use that information to develop a process for scheduling nurses for the total amount of rest and meal periods set forth in this section, to be presented to staffing effectiveness committee for approval.~~

~~b. The process must have the agreement of the unit manager.~~

~~eb. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift, and three 15-minute rest periods and one 30-minute meal period within a 12-hour shift. In accordance with the unit staffing plan, a nurse may combine meals and/or breaks. 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.~~

c. If a nurse believes that he or she is unable to take the breaks or meal periods described above, the nurse ~~will alert the unit Charge Nurse, who will use the chain of command if necessary, to assist with providing the nurse break relief. 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.~~

~~ed. 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.~~

~~fe. For nurses-surgical services nurses not working a standard 108-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.~~

f. 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.

g. Nothing in this Article shall relieve the Hospital of its duty to provide

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breaks and meals as required under state law nor shall anything be construed to limit a nurse's potential remedies.

h. In the event nurses on a particular unit or units have concerns about the implementation of about the availability of meal periods or breaks on the unit in general, the concern may be raised with the Task Force or the appropriate unit-based committee of their clinical division, in addition to the remedies provided by the grievance procedure.

There will be no retaliation for reporting or recording missed meals or breaks.

C. 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.

D. 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.

E. 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.

F. Mandatory Education. Nurses shall make reasonable efforts to complete mandatory

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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 1 each calendar

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month, which will be posted ~~four (4)~~ **two (2)** weeks before the beginning of the month, or **2** for two (2) consecutive pay periods, which will be posted ~~four (4)~~ **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. 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 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.

F. Variable Shift Schedules. The hospital may post variable shift positions to facilitate the predictable scheduling of other regular nurses, minimize the potential for MDO, and to help ensure adequate staffing for effective and safe patient care. When the hospital posts a variable shift position, the hospital will work to minimize the impact of such variable schedules. If a variable shift nurse has any concerns about a nurse's schedule, that nurse may raise those concerns with the nurse's manager within one week of the schedule being posted. The manager will then work with the nurse to adjust the nurse's schedule and accommodate the nurse's

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concerns to the extent possible. If the nurse still has concerns with the nurse’s schedule, the nurse may escalate the concern through the chain of command, and/or may raise the issue with Task Force.

G. Per Diem Schedules.

- a. To maintain per diem status, a nurse must submit availability as follows: Prior to the scheduling period that includes ~~September-May~~ 2020 per diem nurses will only be required to make themselves available for two (2) shifts during a four (4) week scheduling period. Beginning the scheduling period immediately following ~~May~~ 1, 2020 a per diem nurse must submit availability for at least three (3) open shifts during each four (4) week scheduling period. The four available shifts must include at least one of the following: weekend, evening, night, holiday, or pre-scheduled call shifts as defined within the unit. If a unit manager/scheduler is unable to identify a list of open shifts in the schedule, each per diem nurse will still submit at least ~~four~~ three (3) shifts for which he/she the nurse is available.
- b. General Requirements:
 - i. Per Diem nurses hired specifically to evening/night shift, must provide availability for evening/night shift openings.
 - ii. At least two (2) of the assigned shifts in a calendar year will be on a holiday, rotated between winter and summer holidays.
 - iii. The nurse must meet the patient care education requirements.
 - iv. A nurse may completely opt out of one (1) schedule period each calendar year, provided the nurse notifies their manager in advance of the preparation of the work schedule.
- c. A per diem nurse who does not meet the defined requirements or who does not work any shifts for three (3) schedule periods in a rolling year (unless the nurse manager has approved extenuating circumstances in advance) will be considered to have voluntarily resigned.
- d. A 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 Per Diem nurse is filling positions because of any combination of leaves of absence, and sick leave for a period of time not to exceed six (6) months.

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ARTICLE 7 — COMPENSATION

A. Wage Scale.

Effective the first full pay period including the dates set forth below, regular full-time and part-

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time nurses will be paid as follows:

Wage Increases:

Effective January 1, 2018~~20~~: 2.75% across the board

Effective January 1, 2019~~21~~: 2.95% across the board

Effective January 1, 2022: 2.5% across the board

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

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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.

C. Experience. A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s) (including the state hospital) or in a facility that has the equivalent patient populations. A year of related experience under this section is 1,872 hours of work.

~~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. Per Diem Nurses.

1. ~~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 \$3.75 per hour. Nurses whose hourly wage in effect immediately prior to said payroll period is higher than their combined base wage rate and per diem differential under this section, will continue to receive said higher rate until their combined base wage rate and per diem differential exceeds said rate.~~
2. ~~To be considered a Per Diem nurse, the Per Diem nurse must comply with the Hospital's Nursing Policy for On-Call.~~
3. ~~A 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 Per Diem nurse is filling~~

~~positions because of any combination of leaves of absence, and sick leave for a period of time not to exceed six (6) months.~~

E. Payroll Errors. 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 \$2.30 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.
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

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0700 a.m. and 1500 p.m.	Day
3 p.m. 1500 and 11 p.m. 2300	Evening
11 2300 p.m. and 7 a.m. 0700	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 ~~\$2.70~~⁴⁵ per hour.
3. **Night Shift Differential:** Nurses will be paid a night shift differential of ~~\$5.8~~⁵⁰ 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 ~~\$ 3.50~~^{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 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 Differential: ~~Effective the first full pay period including 11/1/2019, for weekend work, the nurse will be paid a weekend differential of \$1.75 per hour worked. This premium will not be paid for any unworked hours. Weekend differential will be paid for hours worked on weekend shifts, which are defined as shifts beginning within the period of 7:00 p.m. 1900. Friday through 6:1859 p.m. Sunday.~~

Weekend Bonus.

~~Beginning October 15, 2017, Through the last pay period of October, 2019,~~ FT, PT and 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).

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Bonuses will be paid during the last pay period of ~~each~~ November, ~~2019~~ 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.

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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.

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

G. Per Diem Nurses.

1. 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 \$4.00 per hour.

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H. Resource Nurse: Upon notification to the hospital, Full and Part-time Resource Nurses who are employed as a resource RN at the time of contract ratification will receive a one-time bonus of \$2000 after the completion of two (2) consecutive years of service as a Resource Nurse.

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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 \$ ~~4.60~~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.

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

ARTICLE 10 — EXTRA SHIFTS

A. Extra Shift Benefit. 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~~ three (3) hours each in duration and performing direct patient care, at the request of the Hospital.

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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. 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. Per Diem Nurse Eligibility. A 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 nurse working extra shift(s) of at least ~~three (3)~~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 (Health Reimbursement Medical Plan or Health Savings Medical Plan: effective Jan. 1, 2020, the EPO Plan will be added as a third plan option)-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 ~~2017-2019~~ 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.

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

ARTICLE 13 — PROFESSIONAL DEVELOPMENT

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

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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 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 in each 12-month period (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 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. Any part of such quarterly amount not used for a quarter will be carried over to the next quarter, except that there will be no carryover to the next 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 \$450 per 12-month period. If any part of the above annual amount remains undistributed at the end of the 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 an additional \$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 Professional Nursing Care Committee prior to implementation.

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.

B. Accrual. **Effective through the final pay period in 2019.** 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, 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--0.11 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--0.1308 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

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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 0.0963, 0.1155, and 0.1347 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.

B-2. Effective January 5, 2020, regular nurses with an FTE of 0.5 – 1.0 will accrue PTO as follows:

1. From and after the nurse's most recent date of employment until the nurse's third (3rd) anniversary of continuous employment -- 0.0961 hours per hour worked, not to exceed 80 paid hours per two-week pay period (approximately 25 days of PTO per year with 200 hours' pay for a full-time nurse);
2. From and after the nurse's third (3rd) anniversary of continuous employment until the nurse's fifth (5th) anniversary of continuous employment--0.1078 hours per hour worked, not to exceed 80 paid hours per two-week pay period (approximately 28 days of PTO per year with 224 hours' pay for a full-time nurse);
3. From and after the nurse's fifth (5th) anniversary of continuous employment until the nurse's tenth (10th) anniversary of continuous employment--0.1154 hours per hour worked, not to exceed 80 paid hours per two-week pay period (approximately 30 days of PTO per year with 240 hours' pay for a full-time nurse);
4. From and after the nurses' tenth (10th) anniversary of continuous employment until the nurses' fifteenth (15th) anniversary of continuous employment - 0.1260 hours per hour worked, not to exceed 80 hours per two-week pay period (approximately 33 days of PTO per year with 264 hours' pay for a full-time nurse);
5. From and after the nurses' fifteenth (15th) anniversary of continuous employment - 0.1346 hours per hour worked, not to exceed 80 hours per two-week pay period (approximately 35 days of PTO per year with 280 hours' pay for a full-time nurse);

**The number of hours is based on an 8 hour shift or 80 hours per pay period.

6. For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, the accrual rates in paragraphs B-2.1 – 5 immediately above will be changed to 0.1004, 0.1122, 0.1197, 0.1314, and 0.1389 hours, respectively, per paid hour, not to exceed 72 paid hours per two-week pay period.

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Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1 ½) times the applicable annual accrual set forth above.

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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.

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.

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. 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.

F. Use.

1. ~~Accrued PTO may be used in the pay period following completion of three (3)~~

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~~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. Effective January 5, 2020, nurses can choose to have available PTO hours used to supplement workers' compensation benefits up to 100 percent of pay while out on an approved leave.
- ~~3.4. Effective January 5, 2020, available PTO hours can also be used to supplement short-term disability and paid parental leave benefits up to 100 percent of pay for the life of the claim or until PTO is exhausted.~~
- ~~4.5. 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.
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.

~~1. 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.

I. Short-Term Disability/Paid Parental Leave. Providence will provide a Short Term Disability and Paid Parental Leave benefit effective the first full pay period following 1/1/2020. For benefits-eligible nurses, short term disability and/or paid parental leave benefits will be paid at 65% of the employee's base rate of pay plus shift differential, plus certification premium, plus clinical ladder pay, if applicable. In no case will Providence deduct any amount from nurses pay to provide Short Term Disability/Paid Parental Leave benefit and will reimburse employees for any deduction that is made without a nurses' explicit authorization relating to an equivalent short term disability plan.

ARTICLE 15 — EXTENDED ILLNESS TIME

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

B. Accrual. ~~Through January 4, 2020.~~ ~~B~~Benefit-eligible nurses will accrue 0.0270 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. Effective with the pay period that begins Sunday, 1/5/2020, no further EIB accruals will occur. All existing EIT accruals for then-current nurses shall be frozen as of that date and shall be placed in an Extended Illness Bank for each respective nurse. Nurses hired on or after January 5, 2020 will not accrue or participate in EIT.

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.

D.1 Use. (Through January 4, 2020): Effective through January 4, 2020, EIT continues to be available as follows:

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

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period when accrued.

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.

D.2. Use (January 5, 2020-December 31, 2021): Effective Jan. 5, 2020 and for a period of two (2) years (through Dec. 31, 2021), accrued EIT may be used for the following purposes:

1. Top-up short-term disability pay up to 100%.
2. Top-up paid parental leave pay up to 100%.
3. Top-up Workers' Compensation pay up to 100%
4. Use to care for a family member when out on an approved FMLA, after a waiting period of missed work that is equal to three (3) days up to a maximum of twenty-four (24) hours.
5. For absences shorter than seven (7) day, EIT can be used as described in D.1.

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6. For absences longer than seven (7) days, EIT can be used for scheduled shifts missed during the 7-calendar day waiting period for short-term disability benefits (regardless of whether STD is approved or denied)

D.3. Use (January 1, 2022 – December 31, 2022): Between January 1, 2022 and December 31, 2022, accrued EIT may be used for an approved OFLA/FMLA to care for a family member after the twenty-four (24) hour elimination period unless a paid family leave plan is otherwise provided by statute.

E. Change in Status. Through January 4, 2020, 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 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

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- 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; however, managers and supervisors who have specific skills and abilities necessary to patient care may continue to perform those patient care duties.
- g. Per Diem nurses
- h. 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-~~ (1) A regular 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.

~~3-2.~~ 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.

~~4-3.~~ 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.

~~5-4.~~ 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.

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~~6-5.~~ 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.

~~7-6.~~ 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.

A. **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 Union detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Hospital will provide the Union with a list of open RN positions at The Hospital and, at the request of the Union, 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 Union, representatives of The Hospital and the Union 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 Union, but will not be required to implement the suggested options.
5. If after meeting with the 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

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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 1 "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

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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 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 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.

B. Workforce Reorganization.

1. A workforce reorganization shall include staffing changes resulting from a merger or on 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 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 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 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.

D. Disciplinary Record. After four (4) years, if no further disciplinary action is applied, the employee may submit a written request seeking that written disciplinary notices be removed from their file. Any removal of material from the personnel file shall be at the sole discretion of the CNO and HR Director.

ARTICLE 26 — TASK FORCE

- 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

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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. If the subject of discussion is a grievance or a matter subject to the grievance procedure, and the members of the task force do not reach agreement on that subject, the subject may then proceed through the grievance procedure. The fact that the task force did not agree on a matter will not be grievable. 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. 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

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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.

C. Nurses' Requests and Appeals Process. 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. 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 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.~~

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.

B. Hospital Staffing Plan. The Hospital will comply with the provisions of ~~ORS 441.162~~ the Nurse Staffing Law (currently ORS 441.152-441.192) relating ~~regarding a~~ to written staffing plan for nursing services ~~being 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, 2019, 2022~~ 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, 2019, 2022~~, or any subsequent anniversary thereof.

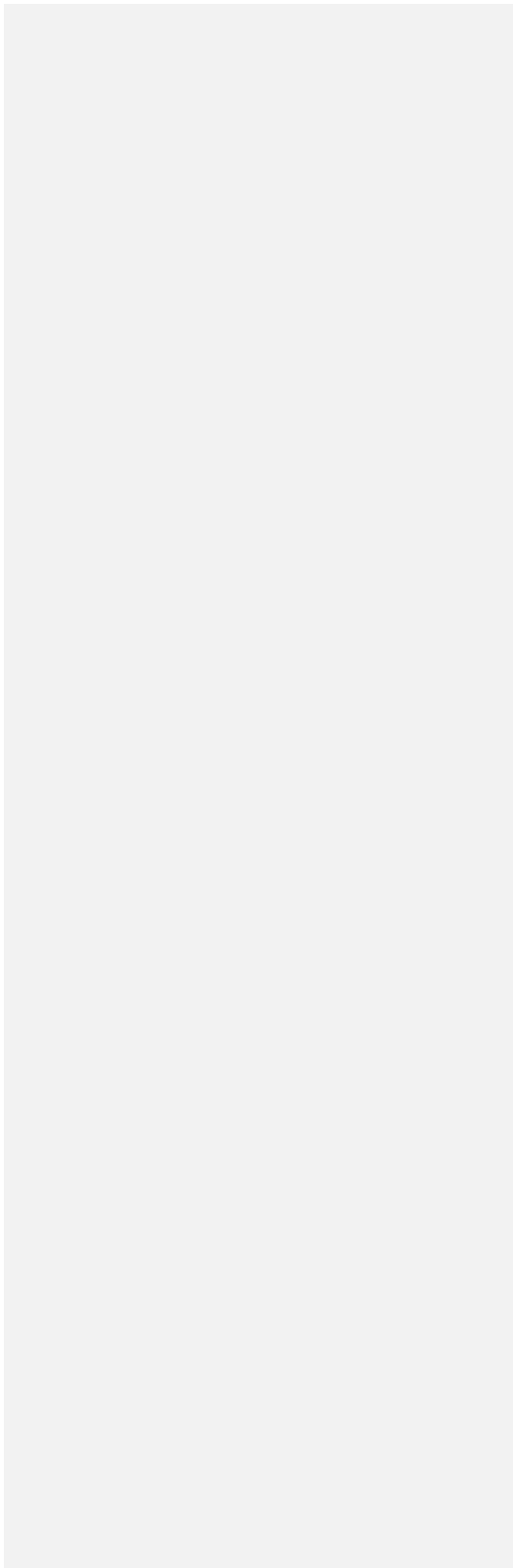
IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first hereinabove mentioned.

PROVIDENCE MILWAUKIE HOSPITAL

OREGON NURSES ASSOCIATION

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APPENDIX A — CERTIFICATIONS

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Universal

RN-BC	Gerontological Nurse	American Nurses Credential Center
RN-BC	Psychiatric – Mental Health Nursing	American Nurses Credentialing Center
CHPN	Certified Hospice Palliative Care Nurse	The Hospice and Palliative Credentialing Center
RN-BC	Pain Management Nurse	American Nurses Credentialing Center

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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

RN-BC	Gerontological Nurse	American Nurses Credential 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	Medical-Surgical Nursing Certification Board

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	Nurse	
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
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board

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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

Resource:

Any certification included in any section of the above table with the following exception:

CNOR - Certified Nurse Operating Room

APPENDIX B — SURGICAL SERVICES STANDBY AND CALL-BACK

The following standby and on-call policies shall apply to all regular nurses in surgical services, and those Per Diem nurses in surgical services who volunteer for standby assignments:

1. Assignment of Standby Shifts.

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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 be designated on each unit.

For pre-scheduled Operating Room weekday standby shifts (~~Monday at 17005 p.m. through Saturday at 0659 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 ~~17305:30 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 ~~17005:00 p.m.~~
 - 2. If a nurse is not already working and is scheduled for standby, that shift will start at ~~17005:00 p.m.~~

For pre-scheduled Operating Room weekend standby shifts, the weekend is defined as ~~Saturday 07007:00 a.m. to Monday at 06596:59 a.m.~~

For pre-scheduled PACU weekday standby shifts, if a nurse is not already working, standby time will start at ~~20008:00 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 ~~Saturday at 08008:00 a.m. to Monday at 07597:59 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

Medical Procedures Unit: 30 minute

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. 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 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.~~

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

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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 schedule three meetings with the Clinical Ladder Board in an effort to reach an agreement onto 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. Upon completion and hospital approval of these changes the clinical ladder differential will be increase to: Level 1 - \$1.60, Level 2 - \$2.75, Level 3 - \$4.25.~~

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APPENDIX D – HEALTH, DENTAL, AND VISION INSURANCE (UPDATED)

The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Medical Center’s employees, provided, however, that the Medical Center agrees that the plan will have the following provisions in 2019, subject to the terms and conditions of the plans:

Benefits Eligibility: Any nurse who is in an assigned FTE of 0.5 FTE to 0.74 FTE will be considered part-time for the purposes of benefits. Any nurse who is in an assigned FTE of 0.75 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 2019 medical plans]

In-Network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Annual deductible	\$1,150 per person	\$1,500 employee only

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	\$2,300 max per family	\$3,000 if covering dependents
Annual out-of-pocket maximum (with deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
Preventive Care	No charge	No charge
Primary Care Provider visits (non-preventive)	PCP: \$20 copay	PCP: 10% after deductible
Specialist visits (non-preventive)	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Lab and x-ray	20% after deductible	20% after deductible
Alternative care (chiropractic, acupuncture)	20% after deductible Combined 12 visit limit per calendar year; all therapies combined	20% after deductible Combined 12 visit limit per calendar year; all therapies combined
Naturopathy	Covered as Specialist	Covered as Specialist
Outpatient behavioral health care providers	No charge	No charge after deductible
Outpatient hospital/surgery facility fees (except hospice, rehab)	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Inpatient hospital facility fees, including behavioral health	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Hospital physician fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Emergency room	\$250 copay (waived if admitted)	20% after deductible
Urgent Care professional fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Pre-natal as Preventive Care	No Charge	No Charge
Delivery and Post-natal Provider Care	No Charge	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Hospital Stay and Routine Nursery	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible

Plan Provision	EPO Medical Plan – Portland metro area only
Annual Deductible	\$300 per person \$900 max per family
Annual Out-of Pocket Maximum	\$2,500 per person \$7,500 max per family
Preventive Care	No charge
Primary Care Office Visit	\$20 copay

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Specialist Office Visit	\$40 copay ¹
X-ray and Laboratory	20% after deductible
In-patient hospital facility fees	20% after deductible
Hospital physician fees	20% after deductible
Outpatient hospital/surgery facility fees	20% after deductible
Emergency Room (in-network and out-of-network)	\$250 copay, waived if admitted
Outpatient behavioral health	0%
Express Care Virtual	\$0
Express Care Clinics	\$10 copay
Urgent care	\$60 copay

¹ No PCP referral required for specialist care

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		EPO* where offered	
	2019	2020	2019	2020	2019	2020
Full Time						
Employee Only	\$12.60	\$13.45	\$0.00	\$0.00	\$36.45	\$39.00
Employee and child(ren)	\$24.70	\$26.40	\$12.00	\$12.80	\$62.75	\$67.10
Employee and Spouse/ABR	\$33.50	\$35.80	\$20.00	\$21.40	\$81.05	\$86.70
Employee and Family	\$46.10	\$49.30	\$32.00	\$34.20	\$107.95	\$115.50
Part Time						
Employee Only	\$26.15	\$27.95	\$12.50	\$13.35	\$49.95	\$53.40
Employee and child(ren)	\$46.60	\$49.85	\$32.00	\$34.20	\$84.65	\$90.55
Employee and Spouse/Partner	\$60.20	\$64.50	\$45.00	\$48.15	\$107.75	\$115.25
Employee and Family	\$80.60	\$86.20	\$64.45	\$68.95	\$142.45	\$152.40

*without health incentive

C. Prescription Drug Design In-Network

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings Medical (HSA) Plan
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Tier I Network Retail Pharmacies (30-day supply)	Preventive: No charge Generic: \$10 copay Formulary brand: 20% of cost after deductible (maximum \$150 per Rx). Non-Formulary brand: 40% of cost after deductible (maximum \$150 per Rx)	Preventive: No charge Generic: 10% after deductible Formulary brand: 20% of cost after deductible (maximum \$150 per Rx) Non-formulary brand: 40% of cost after deductible (maximum \$150 per Rx) after deductible
Tier II Network Retail Pharmacies: (30-day supply)	Preventive: No charge Generic: \$10 copay Formulary brand: 30% of cost after deductible (maximum \$150 per Rx). Non-Formulary brand: 50% of cost after deductible (maximum \$150 per Rx)	Preventive: No charge Generic: 10% after deductible Formulary brand: 30% of cost after deductible (maximum \$150 per Rx) Non-Formulary brand: 50% of cost (maximum \$150 per Rx)
Mail order (90-day supply)	3x retail copay	3x retail copay
Specialty (30-day supply) from Plan designated pharmacy network providers	20% after deductible (maximum \$150 per Rx)	20% after deductible (maximum \$150 per Rx)

Plan Provision	EPO Medical Plan – Portland Portland-metro area only
Covered pharmacies	Tier I and Tier II network retail pharmacies covered at same level
Annual medical/Rx deductible	Deductible does not apply to prescription drugs
Preventive drugs	No charge
Generic drugs, 30 day supply	\$10 copay
Formulary brand name drugs, 30 day supply	20% coinsurance <i>maximum of \$75 per prescription</i>
Non-formulary brand name drugs, 30 day supply	40% coinsurance <i>maximum of \$125 per prescription</i>
Specialty drugs, 30-day supply, only at plan-	20% coinsurance

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designated specialty pharmacy	<i>maximum of \$200 per prescription</i>
90-day supply/mail order	3 times retail cost

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
Earned health incentive contribution Note: Amounts are prorated for nurses hired mid-year	\$700 per person \$1,400 max per family	\$700 employee only \$1,400 if covering dependents
Annual in-network net deductible (deductible minus full health incentive)	\$450 per person \$900 max per family	\$800 employee only \$1,600 if covering dependents
Annual in-network out-of-pocket maximum (with in-network deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
Annual in-network net out-of-pocket maximum (out-of-pocket maximum minus full health incentive)	\$2,600 per person \$5,200 max per family	\$2,300 employee only \$4,600 if covering dependents

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 2019.

F. Dental

Plan Feature	Delta Dental PPO 1500	Delta Dental PPO 2000
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	PPO Dentist	Premier and Non-PPO Dentist	PPO Dentist	Premier and Non-PPO Dentist
Diagnostic and Preventative				
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space Maintainers, Resin Restoration	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.
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, apicoectomy	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 on endodontically treated teeth,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
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

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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	
	2019	2020	2019*	2020*
Full Time				
Employee Only	\$0.00	\$0.00	\$3.76	\$3.76
Employee and child(ren)	\$4.47	\$4.78	\$10.49	\$11.22
Employee and Spouse/Partner	\$7.45	\$7.45	\$14.98	\$14.98
Employee and Family	\$11.91	\$12.74	\$21.70	\$23.21

Part Time	2019		2019	
	Employee Only	\$4.96	\$4.96	\$8.72
Employee and child(ren)	\$10.92	\$11.68	\$16.94	\$18.12
Employee and Spouse/Partner	\$14.89	\$14.89	\$22.42	\$22.42
Employee and Family	\$20.84	\$22.30	\$30.63	\$32.77

*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

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Polycarbonate lenses for dependent children	Covered in Full
Frame (every 24 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	2019	2020
Employee Only	\$2.96	\$2.82
Employee and child(ren)	\$5.32	\$5.08
Employee and Spouse/Partner	\$5.91	\$5.65
Employee and Family	\$8.86	\$13.56

Part Time	2019	2020
Employee Only	\$4.73	\$4.52
Employee and child(ren)	\$8.51	\$8.14
Employee and Spouse/Partner	\$9.46	\$9.04
Employee and Family	\$14.18	\$13.56

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 coverage through his or her employer, is not employed or is self-employed.
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)

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4. Is a Providence benefits-eligible employee
5. Has employer-provided medical coverage with an annual in-network out-of-pocket maximum greater than \$6,600 for employee-only coverage and \$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.

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.

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.

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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 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 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 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.

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- 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 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 Union and the other Providence employer.

MEMORANDUM OF UNDERSTANDING – MEDICAL SURGICAL UNIT MEALS AND BREAKS

The parties agree on the importance of ensuring that all nurses are able to be relieved for meal and rest breaks. To that end, within 60 days of ratification of this Agreement, the parties agree that the Medical Surgical Unit will convene a workgroup of leaders and staff nurses to review data on Medical Surgical Unit nurses’ ability to take meal and rest breaks. The workgroup will meet regularly, and will examine data on nurses’ ability to take meal and rest breaks, the factors that assist or impede nurses’ ability to take breaks, and changes that would better enable nurses to take meal and rest breaks. Such recommended changes may include, but are not limited to, changes in staffing for the Unit.

No later than June of 2020, the workgroup will make recommendations to the Hospital’s Staffing Effectiveness Committee on changes to the Medical Surgical Unit’s staffing plan to better allow

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[its nurses to take meal and rest breaks. If the workgroup or the Staffing Effectiveness Committee is unable to reach a consensus on its recommendations or changes to the staffing plan, either party may request facilitation by Federal Mediation & Conciliation Service to help reach consensus.](#)

Memorandum of Understanding Extra Call Shift Incentive for Vacated Call Shifts – Surgical Services

This Memorandum of Understanding (MOU) is agreed by the Oregon Nurses Association/Oregon Federation of Nurses and Health Professionals (ONA/OFNHP) and Providence Milwaukie Hospital, hereinafter “the parties”, to solve a problem within the application of the collective bargaining agreement with respect to an incentive for working an unexpected vacant call shift in Surgical Services. This MOU is to be effective until the expiration of the current ~~2017-2019~~2019-2022 collective bargaining agreement and not intended to create a precedent as to how other vacant call shifts in other units will be filled or incentivized.

Current language from Appendix B - Surgical Services Standby and Call-Back:

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.”*

Standby shift hours per the collective bargaining agreement may be designated on each unit.

Definition of a vacated call shift: A vacated call shift is defined as an unexpected vacancy due to sick call, leave absence or other reasons that the call shift cannot be fulfilled and after the schedule has been posted. This does not include additional volunteered call shifts or traded call shifts.

The expectation of the nurse vacating the call shift is to make attempts to trade call shifts with their peers. If unforeseeable to find coverage for the call shift the following contingency plan applies:

Contingency Plan for filling a Vacated Call Shift:

- Management will request volunteers within the unit and Share Care nurses to fill the call shift.
- In the event there is not a volunteer and all options have been exhausted, the vacancy will be mandated to the next part-time or full-time nurse who has not previously filled an unexpected vacancy. Shifts are tracked on the Emergency Call Vacancy list which is maintained by the Associate Nurse Manager and Nurse Manager, and posted at the Charge Nurse desk.

The incentive for working a vacated call shift that is not a regularly assigned call shift:

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- Nurses will be paid ~~\$100-150~~ for every unexpected vacated call shift worked above the minimum contract standby assignment as stated above. The incentive is payable every three months from the date this MOUS is signed in the form of a bonus and added to the nurse's paycheck.
 - At the end of ~~a three~~each one month period, the nurse is responsible for notifying the Nurse Manager of the number of extra vacated shifts worked then the Nurse Manager will submit the paperwork to pay the bonus.
- ~~The nurse must have met the minimum contract standby assignments of four (4) weekdays and one (1) weekend a month for the four (4) week scheduling period in which the shift is worked a three (3) month period totaling of 12 weekdays, and three (3) weekends unless the standby assignment was not satisfied due to prescheduled PTO~~
- The total incentive bonus is not to exceed five (5) or ~~\$750~~500 per bonus period (three (3) schedule periods of four (4) weeks for a 12 week total).

~~he nurse must be in good standing and no corrective action within the last 12 month period to be eligible for the incentive bonus.~~Letter of Agreement: Sexual Assault Nurse Examiner (SANE) Program

Providence Milwaukie Hospital ("the hospital") and Oregon Nurses Association ("ONA") have met and discussed the Sexual Assault Nurse Examiner (SANE) compensation at the Medical Center.

Except as set forth or modified below, all other provisions of the collective bargaining agreement will apply:

SANE nurses work in this role on a voluntary basis.

SANE nurses are called to work on cases at various Providence medical facilities in the region:

Providence Milwaukie Hospital, Providence Newberg Medical Center, Providence Portland Medical Center, Providence St. Vincent Medical Center Providence, and Providence Willamette Falls Medical Center. Other than specific modifications set forth herein, SANE nurses are paid according to their home facility's collective bargaining agreement, regardless of location of work performed.

Compensation:

SANE Exams: SANE nurses that are contacted by the hospital for a SANE case will be paid at the call-back rate (time and half their hourly rate) plus incentive pay of \$18.00 per hour for hours worked, and will be paid 12 hours of on-call/ standby pay compensation (or more should the shift worked be excess of 12 hours), in addition to being subject to the 3-hour call-back pay

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provision of Article 9 Section B of the Collective Bargaining Agreement.

Standby/Call: SANE nurses will be paid the on-call/standby rate of pay for call shifts of ~~\$4.50~~60/hr. as defined by the ONA/PMH contract Article 9 Section A.

Travel: SANE nurses will receive mileage at the IRS rate for miles traveled (round trip) to a case at a Providence facility according to this mileage chart:

Mileage Chart from PMH- Round Trip

Providence St. Vincent – 24.2 miles
Newberg - 63.2 miles
Providence Portland – 16.4 miles
Willamette Falls - 17.8miles

Court Prep: Regular rate of RN's primary position not to exceed 2 hours without manager approval

Court Appearances: Overtime rate of time and half hourly rate

Training: Regular rate of RN's primary position

Certification Pay: SANE certified PMH nurses who participate in the SANE program will be eligible for certification pay per ONA/PMH contract regardless of home department.

Retroactive Pay: Retroactive pay for SANE RNs at the agreed upon SANE exam rate for independent evaluations and preceptored cases (not applicable to other training or class time) on or after November 1, 2018.

Description of Sane Responsibilities

- Obtain training and education consistent with the Oregon Attorney General Sexual Assault Task Force guidelines, with certification within one year of didactic training.
- Collaborate with a multidisciplinary team to collect medical forensic evidence in accordance with the OR-SATF guidelines for SAFE kit collection and SANE exam policies and procedures.
- Demonstrate compassion and caring to all patients, family members, visitors and community partners.
- Document all findings and interventions performed in a professional and thorough manner, in compliance with all required components of the standard of care for sexual assault patients.
- Provide evidence-based, trauma-informed care and consultation as the on-call specialist for Providence in the area of sexual assault.

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Commitment

- All work including work on an overtime basis is voluntary and has been agreed upon by the RN
- A cumulative minimum of 24-hours in call shifts in a scheduling period (shifts lengths of 8 or 12 hours in duration as determined by management).
- Response time target is one hour to the unit from dispatch. Expectation that dispatch site is made aware of estimated arrival time and potential traffic delays.
- Availability for one recognized holiday a year
- Availability for 1 weekend shift per scheduling period, as needed
- Attend staff meetings and in-services as needed throughout the year
- Maintain current SANE certification
- Attend ongoing education and training opportunities
- Maintain chain of evidence
- Complete SANE fund application with patient and seal medical records

Bargaining note:

- Standby/Call: SANE nurses will be paid the rate of \$4.50/hr for actual hours placed on standby.
- SANE Exams: SANE nurses who are on standby and respond to call and perform a SANE exam will be paid for all hours that they had been placed on standby and at time and half plus incentive for hours worked.
- SANE RNs that are not on standby and respond to a call, performing a SANE exam, will be paid for a full 12 hours of standby in addition the time and a half plus incentive for hours worked.]