ARTICLE 4 – HOURS OF WORK

4.1 Basic Workweek. The basic workweek shall be forty (40) hours in a designated seven (7) day period, commencing at the start of the first shift that starts at or after 0001 on Sunday.

4.2 Meals and Breaks.

4.2.1 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:

- Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest periods and meal periods.
- Each unit will determine what reasonably available information will help inform reviews of meal and break use. 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 included in their staffing plan.
- The process must be approved by the unit manager;
- The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift or three 15-minute rest period and one 30-minute meal period in a 12 hour shift; however, a break and meal period may be combined during the middle four (4) hours of the nurse’s shift, when practical;
- If a nurse is not able to take any break or meal period, it is the nurse’s responsibility to talk in a timely manner with their charge nurse, or supervisor if the charge nurse is unavailable, about potential alternative meal or break periods. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes.
- In the event nurses on a particular unit or units have concerns about the implementation of paragraph 2 or about the availability of meal periods or breaks on the unit in general, the concern may be raised
with the Labor Management Counsel 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.

4.2.2 Consistent with ORS 653.077, nursing mothers who are breastfeeding a child age 18 months or younger will be entitled to additional break time of up to fifteen minutes (for a combined total of up to 30 minutes) as provided under state law. Spaces are provided for this purpose.

Each unit will review its written plan on no less than an annual basis to determine whether revision to the plan is necessary. Such revision will take place with input from the nurses on that unit as to whether the nurses are regularly receiving the opportunity to take meal periods and breaks. Each annual review will include a list of practices on the unit that have been successful in allowing nurses to regularly receive meal periods and breaks, as well as any challenges. This analysis will be provided in writing to the house-wide Staffing Plan Committee. The Staffing Plan Committee will maintain a list of the various successful practices on
breaks and meal periods in the different units throughout the Medical Center, which will be made available to each unit-based practice council.

4.1 **Overtime Compensation.**

4.3 Except for nurses regularly scheduled to work 10-hour or 12-hour shifts, overtime compensation will be paid at one and one-half (1 ½) times the nurse's regular straight-time hourly rate of pay for all hours worked either (1) in excess of forty (40) hours in each workweek; 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 Medical Center.

4.3.1 For nurses regularly scheduled to work 10-hour shifts, overtime compensation will be paid at one and one-half (1 ½) times the nurse’s regular straight-time hourly rate of pay for all hours worked either (1) in excess of forty (40) hours in each workweek, or (2) in excess of ten (10) hours in a day.

4.3.2 For nurses regularly scheduled to work 12-hour shifts, overtime compensation will be paid at one and one-half (1 ½) times the nurse’s regular straight-time hourly rate of pay for all hours worked either (1) in excess of forty (40) hours in each workweek, or (2) in excess of twelve (12) hours in a day.

4.3.3 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.

4.3.4 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.

4.3.5 If a nurse is asked by another nurse to cover that nurse’s shift, the nurse providing such coverage will be compensated at straight time for the length of that shift and will only receive daily overtime compensation for hours worked in excess of that shift’s scheduled length.

4.4 **Authorization of Overtime.** When the need for overtime reasonably can
be anticipated the nurse must obtain authorization in advance from the charge nurses on duty or the supervisor, if the charge nurse is not available.

4.5 **Notice and Report Pay.** Nurses who are scheduled to report for work and who are permitted to come to work without notification from the Medical Center (and such notice occurs if the Medical Center leaves a message on the nurse's phone) that no work is available in their regular assignments shall perform any nursing work to which they may be qualified and assigned.
4.5.1 If a nurse is not needed by the Medical Center and is not notified before the start of the next shift that he/she would have otherwise worked, he/she shall receive 3 hours' pay in accordance with the provisions of this section.

4.5.2 The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least 90 minutes before his/her scheduled time to work. Nurses should notify the Medical Center of absence from work because of illness as far in advance as possible, but at least 90 minutes before the start of the shift.

4.5.2.1 If the Medical Center notifies a nurse that the nurse is not needed pursuant to Article 4.5.2 and then, before the start of the nurse's regularly-scheduled shift, determines that the nurse is needed to work, the nurse is not required to report to work. If the nurse does agree to report to work, the nurse will be paid from the beginning of his or her regularly-scheduled shift, provided that the nurse actually arrives at work within a reasonable time (with consideration given to the time needed by the nurse to drive to work). If the nurse has been placed on standby and is then called to report to work within 30 minutes of the start of the shift, the shift is still treated as a standby shift for purposes of call-back pay.

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

4.6 Exhaustion. The parties jointly agree and recognize the importance that nurses only report to work if they are sufficiently rested to provide safe patient care. If a nurse works substantially longer than his/her scheduled shift the nurse will be offered a ten (10) hour rest period in accordance with the Nurse Staffing Law. Appropriate use of this provision will not be the basis for discipline nor will the Medical Center retaliate against any nurse who makes appropriate use of this provision.
ARTICLE 14 - OTHER PAY PRACTICES

14.1 Certification Differential.

14.1.1 A nurse who obtains and maintains a nationally recognized nursing certification listed in Appendix C will be paid a differential of $2.00 per compensated hour. Additional certifications may considered and agreed upon at task force.

14.1.2 The nurse must have a current nationally recognized certification on file with Human Resources. Initial eligibility for the certification differential will begin on the first full pay period following submission to Human Resources. 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 Human Resources of certification renewal before that date. If the proof is submitted to Human Resources within sixty days after that date, the certification differential will be paid from the renewal date. If the proof is submitted Human Resources more than sixty days after the renewal date, the certification differential will be resumed beginning with the first full pay period following the submission.

14.1.3 Nurses with multiple recognized certifications will receive the certification differential for a maximum of one (1) certification.

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

14.2.1 The shifts are defined below. When the nurse's hours on a particular shift are evenly split, the nurse will receive the higher differential.

<table>
<thead>
<tr>
<th>Majority of the nurse's hours are between</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 a.m. and 3 p.m.</td>
<td>Day</td>
</tr>
</tbody>
</table>
14.2.2 Evening Shift Differential: Nurses will be paid an evening shift differential of $2.15.

14.2.3 Night Shift Differential: Nurses will be paid a night shift differential of $5.50 per hour.

14.3 Charge Nurse Differential. Charge Nurses shall be paid a differential of $3.25 per hour in addition to their applicable hourly rate of pay for all compensated hours.

14.4 Relief Charge Nurse Differential. Relief Charge Nurses shall be paid for hours worked in such position a differential of $3.00 per hour in addition to their applicable hourly rate of pay exclusively for hours worked as the charge nurse. The Relief Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

14.5 Team Lead Differential. Nurses assigned by the Medical Center to be Team Leads in the Operating Room shall be paid a differential of $2.70 in addition to their applicable hourly rate of pay for all compensated hours.

14.6 Preceptor Differential. A nurse assigned as a preceptor will be paid a differential of $1.60 per hour worked as a preceptor. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

14.7 Weekend Differential. A nurse will be paid a weekend differential of $1.70 per hour worked on a weekend shift. No weekend differential will be paid for any unworked hours.
14.8 **Float Differential.** For all nurses employed as designated float pool nurses at the time of ratification of this agreement, the Medical Center will pay a 15% differential. That differential will not apply to any nurses hired into the float pool after December 31, 2011, but such nurses who complete two (2) consecutive years in the float pool following ratification will, upon notification to the Medical Center, receive a one-time bonus of $2000.

14.9 **Per Diem Nurses.** A per diem nurse will receive a differential of 15% of the nurse's base wage rate per compensated hour.

14.10 **Extra Shift.** A full-time or part-time nurse will be paid an extra shift differential of $13.00 per hour ($14.00 per hour on weekend shifts) for all hours worked per week in excess of the number of the nurse's regularly scheduled hours (including regularly scheduled weekend hours) for the week when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, at the request of the Medical Center. For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the application of MDO, and regularly scheduled hours not worked because the Medical Center has required attendance at a specific education program, will be counted as regularly scheduled hours worked for the week. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades.

14.10.1 If a full-time or part-time nurse's FTE status is reduced at the nurse's request, the extra shift differential will be payable to the nurse only for extra shifts worked in excess of 36 regularly compensated hours per week for the first 13 full pay periods following the nurse's FTE reduction or change in status. This provision will not apply, however, if a nurse reduces his/her FTE from 1.0 to .9 FTE by accepting a full-time 36-hour per week position.

14.10.2. No extra shift differential will be paid for any unworked hours.
14.11 **Scheduled call and standby** The following compensation policies shall apply:

14.11.1 Scheduled Call Nurses scheduled for call in the OR, PACU, Cath Lab, Diagnostic Imaging, Short Stay, ICVR, Birthplace, and Endoscopy will be paid $5.00 for each such hour of scheduled call.

14.11.2 Standby Nurses in units other than those listed above and who are not on standby will be paid $3.85 for each hour of standby assigned by the Medical Center.

14.11.3 Time actually worked on call or standby shall be paid for at one and one-half (1-1/2) times the nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such premium pay rate will begin with the time the nurse actually begins work during the standby period. In OR, CVL, DI, Endo, and Birthplace, such premium rate will apply only where (1) the nurse has first clocked out and then received a call from the nurse's 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.

14.11.4 Call back hours worked during evening and night shifts will be paid the appropriate shift differential. Nurses on call-back who complete the standby assignment and are subsequently called back within the original three-hour period will receive only the minimum three hours of call-back pay (not a three-hour minimum for each occurrence within such three-hour period).

14.12 **Calculation of Overtime.** The differentials in this Article will be included in each nurse's regular rate of pay, as applicable, for purposes of calculating overtime under the Fair Labor Standards Act.

14.13 **Pyramiding.** There shall be no pyramiding of time-and-one-half and/or greater premiums under this Agreement. In addition there will no pyramiding of differentials for specific jobs assignments.
### APPENDIX C — CERTIFICATIONS

#### Med/Surg, Rehab, Float Pool

<table>
<thead>
<tr>
<th>Certification</th>
<th>Description</th>
<th>Certification Body</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCRN</td>
<td>Critical Care Registered Nurse</td>
<td>American Association of Critical Care Nurses Certification Corporation</td>
</tr>
<tr>
<td>RN-BC</td>
<td>Medical-Surgical Registered Nurse</td>
<td>American Nurses Credentialing Center</td>
</tr>
<tr>
<td>CRRN</td>
<td>Certified Rehabilitation Registered Nurse</td>
<td>Association of Rehabilitation Nurses</td>
</tr>
<tr>
<td>CMSRN</td>
<td>Certified Medical Surgical Registered Nurse</td>
<td>Medical-Surgical Nursing Certification Board</td>
</tr>
<tr>
<td>CWOCN</td>
<td>Certified Wound, Ostomy, Continence Nurse</td>
<td>Wound, Ostomy, Continence Nursing Certification Board</td>
</tr>
<tr>
<td>CWS</td>
<td>Certified Wound Specialist</td>
<td>American Academy of Wound Management</td>
</tr>
<tr>
<td>CRNI</td>
<td>Certified Registered Nurse Infusion</td>
<td>Infusion Nurses Certification Corporation</td>
</tr>
<tr>
<td>ONC</td>
<td>Orthopedic Nurse Certified</td>
<td>Orthopedic Nurse Certification Board</td>
</tr>
<tr>
<td>CEN</td>
<td>Certified Emergency Nurse</td>
<td>Board of Certification for Emergency Nursing</td>
</tr>
<tr>
<td>PCCN</td>
<td>Progressive Care Certified Nurse</td>
<td>American Association of Critical Care Nurses Certification Corporation</td>
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</table>

#### Emergency

<table>
<thead>
<tr>
<th>Certification</th>
<th>Description</th>
<th>Certification Body</th>
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</thead>
<tbody>
<tr>
<td>CEN</td>
<td>Certified Emergency Nurse</td>
<td>Board of Certification for Emergency Nursing</td>
</tr>
<tr>
<td>CCRN</td>
<td>Critical Care Registered Nurse</td>
<td>American Association of Critical Care Nurses Certification Corporation</td>
</tr>
<tr>
<td>CPEN</td>
<td>Certified Pediatric Emergency Nurse</td>
<td>Pediatric Nursing Certification Board (PNGB) and the Board of Certification for Emergency Nursing (BCEN)</td>
</tr>
<tr>
<td>TCRN</td>
<td>Trauma Certified Registered Nurse</td>
<td>Board of Certification for Emergency Nursing</td>
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</table>
PMMC Proposal to ONA

DATE: March 6, 2020

Critical Care

<table>
<thead>
<tr>
<th>Certification</th>
<th>Description</th>
<th>Certification Body</th>
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<td>CCRN</td>
<td>Critical Care Registered Nurse</td>
<td>American Association of Critical Care Nurses Certification Corporation</td>
</tr>
<tr>
<td>PCCN</td>
<td>Progressive Care Certified Nurse</td>
<td>American Association of Critical Care Nurses Certification Corporation</td>
</tr>
<tr>
<td>CWOCN</td>
<td>Certified Wound, Ostomy, Continence Nurse</td>
<td>Wound, Ostomy, Continence Nursing Certification Board</td>
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Surgical Services (Ambulatory Surgery Unit, Endoscopy, Post-Anesthesia Care Unit, Surgery)

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<tr>
<th>Certification</th>
<th>Description</th>
<th>Certification Body</th>
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<tbody>
<tr>
<td>CAPA</td>
<td>Certified Ambulatory Peri-Anesthesia Nurse</td>
<td>American Board of Perianesthesia Nursing Certification, Inc.</td>
</tr>
<tr>
<td>CPAN</td>
<td>Certified Post Anesthesia Nurse</td>
<td>American Board of Perianesthesia Nursing Certification, Inc.</td>
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<tr>
<td>CNOR</td>
<td>Certified Nurse Operating Room</td>
<td>Competency &amp; Credentialing Institute (formerly Certification Board of Perioperative Nursing)</td>
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<tr>
<td>CGRN</td>
<td>Certified Gastrointestinal Registered Nurse</td>
<td>American Board for Certification of Gastroenterology Nurses</td>
</tr>
<tr>
<td>CRNI</td>
<td>Certified Registered Nurse Infusion</td>
<td>Infusion Nurses Certification Corporation</td>
</tr>
<tr>
<td>CCRN</td>
<td>Critical Care Registered Nurse</td>
<td>American Association of Critical Care Nurses Certification Corporation</td>
</tr>
<tr>
<td>ONC</td>
<td>Orthopedic Nurse Certified</td>
<td>Orthopedic Nurse Certification Board</td>
</tr>
<tr>
<td>HNC</td>
<td>Holistic Nurse Certified</td>
<td>American Nurse Association Accredited Specialty Certification</td>
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Heart & Vascular/Diagnostic Imaging

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<thead>
<tr>
<th>Certification</th>
<th>Description</th>
<th>Certification Body</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEN</td>
<td>Certified Emergency Nurse</td>
<td>Board of Certification for Emergency Nursing</td>
</tr>
<tr>
<td>CCRN</td>
<td>Critical Care Registered Nurse</td>
<td>American Association of Critical Care Nurses Certification Corporation</td>
</tr>
<tr>
<td>RCIS</td>
<td>Registered Cardiovascular Invasive Specialist</td>
<td>Cardiovascular Credentialing International</td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>CRN</td>
<td>Certified Radiology Nurse</td>
<td>Association of Radiology and Imaging Nurses</td>
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**ICVR**

<table>
<thead>
<tr>
<th>CAPA</th>
<th>Certified Ambulatory Peri-Anesthesia Nurse</th>
<th>American Board of Perianesthesia Nursing Certification, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPAN</td>
<td>Certified Post Anesthesia Nurse</td>
<td>American Board of Perianesthesia Nursing Certification, Inc.</td>
</tr>
<tr>
<td>CEN</td>
<td>Certified Emergency Nurse</td>
<td>Board of Certification for Emergency Nursing</td>
</tr>
<tr>
<td>CCRN</td>
<td>Critical Care Registered Nurse</td>
<td>American Association of Critical Care Nurses Certification Corporation</td>
</tr>
</tbody>
</table>

**Birth Place**

<table>
<thead>
<tr>
<th>RNC-OB</th>
<th>Registered Nurse Certified, obstetrics</th>
<th>National Certification Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>RNC-EFM</td>
<td>Registered Nurse Certified, External Fetal Monitoring</td>
<td>National Certification Corporation</td>
</tr>
<tr>
<td>IBCLC</td>
<td>International Board Certified Lactation Consultant</td>
<td>International Board of Lactation Consultant Examiners.</td>
</tr>
</tbody>
</table>

**Universal**

<table>
<thead>
<tr>
<th>RN-BC</th>
<th>Gerontological Nurse</th>
<th>American Nurses Credentialing Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>RN-BC</td>
<td>Psychiatric – Mental Health Nursing</td>
<td>American Nurses Credentialing Center</td>
</tr>
<tr>
<td>CHPN</td>
<td>Certified Hospice Palliative Care Nurse</td>
<td>The Hospice and Palliative Credentialing Center</td>
</tr>
<tr>
<td>RN-BC</td>
<td>Pain Management Nurse</td>
<td>American Nurses Credentialing Center</td>
</tr>
</tbody>
</table>
PMMC Proposal to ONA

DATE: March 6, 2020
ARTICLE 15 - HEALTH INSURANCE: HEALTH AND WELFARE

15.1 Laboratory examinations, when indicated because of exposure to communicable diseases at work, shall be provided by the Medical Center without cost to the nurse. A nurse, upon request, will be furnished a copy of all results of the aforementioned tests.

15.2 Nurses will participate in the Providence Health Insurance program offered to a majority of the Medical Center's other employees, in accordance with its terms. From the Providence Health Insurance program, the nurse will select a medical coverage and, at the nurse's option, coverage from among the following benefits: (1) dental coverage, (2) supplemental life insurance, (3) voluntary accidental death and dismemberment insurance, (4) dependent life insurance, (5) health care reimbursement account, (6) day care reimbursement account, (7) vision care insurance, and (8) long-term disability insurance.

15.3 The Medical Center will pay the premium cost of the medical and dental benefits selected by each participating nurse for Providence Health Insurance coverages offered under 15.2 above, up to the amount of the applicable Benefit Dollars provided to a majority of the Medical Center's other employees, based on category of coverage and full-time or part-time status.

15.4 For 2018 and 2019, the nurses will participate in the plan, as offered to the majority of the Medical Center's non-represented employees; notwithstanding the foregoing, for 2019 the Medical Center will maintain the following plan features as they were in 2018: (1) amount of in-network net deductible (defined as deductible minus Health Reimbursement Account contributions from the Medical Center), (2) the percentage of employee premium contribution, and (3) the in-network out of pocket maximum.

15.5 Coverage under the plans specified in Article 15.2 above will continue while a nurse is on PTO or EIT.
15.6 Affordable Care Act.

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

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

C. The Medical Center will provide a short-term disability and paid parental leave benefit effective with the pay period beginning January 3, 2021. Short-term disability and paid parental leave will be paid at sixty-five percent (65%) of the employee's base rate of pay plus all applicable shift differentials provided under Article 14 (Other Pay Practices), at the time of use.
ARTICLE 17 – PAID TIME OFF

17.1 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.

17.2 Accrual. Effective through the final pay period in 2020, each regular full-time and part-time nurse regularly scheduled to work an average of at least 24 hours per week shall accrue PTO as follows:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Rate of Accrual/Paid Hour</th>
<th>Approximate PTO Earned Each Year for Full-Time Employees (days = 8 hours)</th>
<th>Maximum Accruals (days = 8 hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 5 years</td>
<td>0.088462</td>
<td>184 hours or 23 days</td>
<td>276 hours or 34.5 days</td>
</tr>
<tr>
<td>After 5 years</td>
<td>0.107693</td>
<td>224 hours or 28 days</td>
<td>336 hours or 42 days</td>
</tr>
<tr>
<td>After 10 years</td>
<td>0.126924</td>
<td>264 hours or 33 days</td>
<td>396 hours or 49.5 days</td>
</tr>
</tbody>
</table>

Effective with the first full pay period in January 2021, regular nurses with a full-time equivalent (FTE) status of at least 0.5, will accrue Paid Time Off (PTO) as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual per Hour Worked*</th>
<th>Accrual per Year**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.0961 hours</td>
<td>200 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1078 hours</td>
<td>224 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1154 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1269 hours</td>
<td>264 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1346 hours</td>
<td>280 hours</td>
</tr>
</tbody>
</table>

*Not to exceed eighty (80) hours per pay period

**Based on a full-time (1.0 FTE) nurse

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, which is not prorated for nurses whose FTE status is less than 1.0.
A. Accrual: Effective with the first full pay period in January 2021, regular nurses with a FTE status of 0.9, which includes those with work 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, will accrue PTO as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual per Hour Worked*</th>
<th>Accrual per Year**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.1004 hours</td>
<td>188 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1122 hours</td>
<td>210 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1197 hours</td>
<td>224 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1314 hours</td>
<td>246 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1389 hours</td>
<td>260 hours</td>
</tr>
</tbody>
</table>

*Not to exceed seventy-two (72) hours per pay period

**Based on a full-time (0.9 FTE) nurse

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.

17.3 Definition of a Paid Hour. A paid hour under 17.2 above will include only hours directly compensated by the Medical Center, and mandatory days off, and will exclude standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, overtime hours or hours while not classified as a benefit-eligible nurse. A paid hour includes hours taken as PTO and EIT. Notwithstanding the prior provision, a nurse will not accrue PTO on any hours above 2,080 per year.

17.3.1 Effective the pay period following ratification, the Medical Center will permit nurses to accrue PTO on all MDO hours, even if the nurse otherwise works his/her FTE in that workweek.

17.4 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.

17.5 Scheduling. Except for unexpected illness or emergencies, PTO should be scheduled in advance using the automated timekeeping system (Kronos). Such requests may be submitted up to twelve (12) months in advance of the requested PTO time. If a nurse requests PTO after the unit schedule is posted, the nurse must arrange for his or her own replacement and obtain the approval of his or her manager.
17.5.1 Effective January 3, 2021, available PTO hours can also be used to supplement short-term disability and paid parental leave benefits to one hundred (100) percent of pay for the life of the claim or until PTO is exhausted.

17.5.2 If more nurses within a unit request PTO for the same time period than the Medical Center determines to be consistent with its operating needs per unit specific core staffing guidelines, then PTO requests will be granted in order of date received. In the event that competing requests were submitted on the same date, the nurse with the highest seniority shall have his/her request granted. If those two registered nurses have the same seniority, the issue will be decided by a flip of a coin. However, requests for time off that include a holiday will be granted on a rotating basis.

17.5.3 Duration of Time Off. The Medical Center may limit PTO to no more than sixteen (16) consecutive days during peak times (defined as PTO including June, July and August; Thanksgiving week; and the two weeks including Christmas and New Year). Requests for longer periods of time off during such peak times may be granted at the discretion of the Medical Center.

17.5.4 Notification of PTO Request Approval. The Medical Center shall notify a nurse who submits a request for PTO approval or denial of such request within thirty (30) calendar days of the request, and, in any event, prior to the posting of the schedule in Kronos.

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

17.5.6 Denials of PTO. In the event nurses on a particular unit or units
have concerns about a pattern of denial of PTO or a specific situation involving denial of PTO, the concern may be raised first with the manager, and if the concern is not resolved, then with the PNCC and with the Staffing Plan Committee.

17.5.7 **Calendar of PTO Granted.** Each nursing unit will have a calendar of approved PTO requests.

17.6 Accrued PTO may be used in the pay period following completion of 3 months of employment and then in or after the pay period following the pay period when accrued, except with respect to use on observed holidays as provided in 17.7 below. Prior to three (3) months of employment nurses may only use PTO in cases of mandatory low census.

17.6.1 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:

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

- For military leaves of absence under federal leave laws; or

- If (1) a nurse works in a unit that is normally scheduled only Monday through Friday; (2) the unit is closed for the holiday; and (3) the nurse is placed on standby by the Medical Center for the holiday.

17.6.2 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.

17.6.3 PTO may not be used when the nurse is eligible for Medical Center compensation in connection with paid bereavement leave, jury duty, witness service, or EIT.
17.6.4 If the Medical Center offers a different PTO plan to its non-represented employees, the Medical Center will meet, upon request, with the ONA Executive Committee to discuss the option of adopting the different PTO plan. Unless the parties agree in writing that the represented nurses will participate in such plan, the terms of this Agreement will apply.

17.7 Holidays.

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

- 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.

- 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.

- 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 Medical Center.

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

- 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
17.8 Change in Status. A nurse's unused PTO account will be paid to the nurse in the following circumstances:

17.8.1 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.

17.8.2 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.
ARTICLE 18 – EXTENDED ILLNESS TIME

18.1 Extended Illness Time. The Extended Illness Time ("EIT") program encompasses time taken in connection with illness, injury, and family medical leaves (in accordance with the law).

18.2 Accrual. Through January 2, 2021, Each regular full-time and part-time nurse will accrue EIT at the rate of 0.0270 hours per compensable hour not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately seven (7) days of EIT per year with 56 hours pay for a full time nurse). A compensable hour under this section is defined the same as a compensable hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.

18.3 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.

18.4 Through January 2, 2021, Accrued EIT may first be used in or after the pay period following six (6) months of employment and then in or after the pay period following the pay period when accrued.

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

18.4.1.1 The nurse's admission to a Medical Center, including a day surgery unit, as an inpatient or outpatient, for one or more days and any necessary absence immediately following hospitalization.

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

18.4.1.3 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 up to a maximum of twenty-four (24) consecutive scheduled hours.
**18.4.1.4** 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) consecutive scheduled work shifts up to a maximum of twenty-four (24) consecutive scheduled hours.

**18.4.1.5** After qualification for use under subparagraph 18.4.2.3 and 18.4.2.4 above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.

**18.4.1.6** Approved family medical leave under applicable law.

**18.4.2** 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.

**18.4.3** If the Medical Center offers a different EIT plan to its non-represented employees, the Medical Center will meet, upon request, with the ONA Executive Committee to discuss the option of adopting the different EIT plan. Unless the parties agree in writing that the represented nurses will participate in such plan, the terms of this Agreement will apply.

Use (January 3, 2021 - December 31, 2022): Effective January 3, 2021 and for a period of two (2) years (until December 31, 2022), accrued EIT may be used for the following purposes:

1. Top-up short-term disability pay to one hundred percent (100%)
2. Top-up paid parental leave pay to one hundred percent (100%)
3. Top-up Workers’ Compensation pay to one hundred percent (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) days, EIT can be used as described in D.1. above.

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

Use (January 1, 2023 – December 31, 2023): Between January 1, 2023 and December 31, 2023, accrued EIT may be used for an approved OFL/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.

18.5 **Change in Status.** Upon changing from benefit-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, the nurse’s accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to benefit-eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse’s active and inactive accounts will be terminated and will not be subject to cash-out, but such an account will be reinstated if the nurse is rehired within six (6) months of the termination of employment.
amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Medical Center to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

1.6 Indemnity. Association will indemnify and save the Medical Center harmless against any and all third party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Medical Center in connection with, Articles 1.3 through 1.6.

1.7 Information. The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in Articles 1.3 through 1.6.

ARTICLE 2 – DEFINITIONS

2.1 Nurse – a registered professional nurse in the bargaining unit who is currently licensed to practice professional nursing in Oregon.

2.2 Regular Nurse – A Full-Time Nurse or a Part-Time Nurse who is not a temporary or seasonal nurse.

2.3 Introductory Nurse – A nurse who has not completed 90 days of employment.

2.4 Full-Time Nurse – A Nurse who is regularly scheduled to work 72 or more hours per two-week pay period on a non-temporary basis.

2.5 Part-Time Nurse – A Nurse who is regularly scheduled to consistently work at least 48 but less than 72 hours per two-week pay period on a non-temporary basis.

2.6 Per Diem Nurse – A Nurse whose job status is "per diem," which means that the nurse is assigned by the Medical Center to work on an intermittent or
unpredictable basis, as needed by the Medical Center. To maintain per diem status, a per diem nurse must make good faith reasonable efforts to be available to work at times needed by the Medical Center, for a minimum of the following (unless otherwise agreed to, in writing, by the Medical Center and the nurse) (a) one shift per pay period, including at least one weekend shift per month; (b) two (2) of the Medical Center-designated holidays. Per diem nurses will provide their shift availability according to the scheduling guidelines applicable to nurses.

2.6.1 Per Diem nurses hired after December 31, 2011 will be required to be available 48 hours per six-week schedule and two (2) of the Medical Center-designated holidays, and, in departments that are open on weekends, at least one weekend shift per month (unless otherwise agreed to, in writing, by the Medical Center and the nurse).

2.7 Charge Nurse – A Nurse who has applied for and been awarded a position to assist and coordinate in the continuity of patient care responsibilities and clinical activities of an organized nursing unit, in addition to being responsible for the direct or indirect total care of patients as part of his/her normal assigned duties.

2.8 Relief Charge Nurse – A Nurse who has been trained to assume the duties of Charge Nurse, and is assigned by the Medical Center on a temporary basis to the position of Charge Nurse when no supervisor or Charge Nurse is performing that role. Any nurse who is trained to a relief charge nurse position must have a minimum of nine (9) months experience, unless the nurse signs a written consent to train as a charge nurse earlier.

2.9 Preceptor – A Nurse who has applied, been selected and completed the mandatory preceptor training and who has been assigned by the Medical Center to actively mentor any student for whom no instructor is on-site in the Medical Center, new hire or transferred employee for any shift or part of a shift. A nurse who currently serves as a preceptor without such formal training will continue to receive preceptor pay for all hours he or she is assigned by the Medical Center to mentor. Preference for preceptor assignments will be given to those nurses who have completed the preceptor training.

2.10 Resident-Registered nurse who has completed a pre-licensure nursing program and is newly licensed, meaning twelve (12) months or less.
2.11 Fellow- Registered nurse with twelve (12) months of nursing experience, but new to specialty of hire.
ARTICLE 3 – NON-DISCRIMINATION

3.1 Nondiscrimination. The Medical Center and the Association will comply with applicable local, state, and federal laws prohibiting discrimination in employment matters because of age, sex, race, creed, color, gender, mental or physical disability, sexual orientation, national origin, religious belief, marital status, veteran status; or any other legally protected status, including applicable laws regarding harassment and union/concerted activity.

3.1.1 Association Membership and Activities. The Medical Center will not discriminate against any nurse on account of lawful activity on behalf of the Association, provided however that the parties understand that any Association activity must not interfere with normal Medical Center routine, the nurse's duties or those of other Medical Center employees. Neither party will discriminate against any nurse on account of membership or non-membership in the Association.

3.1.2 Compliance with the Americans with Disabilities Act (“the ADA”). The Medical Center and the Association agree that the Medical Center shall be permitted to take any and all actions necessary to comply with the ADA and to avoid liability under the provisions of the ADA. If such actions require the Medical Center to violate a provision of this Agreement, the parties agree to bargain with regard to the effect of such action on bargaining unit employees.

3.1.3 Reporting of Concerns about Harassment and/or Discrimination. Nurses are encouraged to utilize the Medical Center's internal complaint reporting processes for reporting concerns regarding harassment and/or discrimination.

ARTICLE 4 – HOURS OF WORK

4.1 Basic Workweek. The basic workweek shall be forty (40) hours in a designated seven (7) day period, commencing at the start of the first shift that starts at or after 0001 on Sunday.
ARTICLE 5 - WORK SCHEDULES

5.1 Work Schedules. The Medical Center and the Association support and encourage flexible scheduling practices. Schedules are best developed at the unit level. The Medical Center and the Association recognize that schedules impact staff ability to plan for life outside of work. Work schedules will be prepared for three (3) consecutive pay periods, which will be posted two (2) weeks before the beginning of the first of such pay periods. Prior to posting of the schedule, the Medical Center will make every effort to schedule bargaining unit nurses, including per diem nurses. No changes will be made to the schedule, once posted, without the nurse's consent and the manager/supervisor's approval.

5.2 Weekend Schedules. The Medical Center 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 in writing (e.g., by using the alternate schedule forms or by the nurse entering his or her own schedule preferences in Kronos). Nurses will not be scheduled for consecutive weekends without their consent. If the Medical Center 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. If the Medical Center determines that there can be less frequent weekend work, preference for such reduced weekend work will be offered on a bargaining unit seniority basis, to the extent reasonably feasible.

5.3 Unit Based Scheduling. The Medical Center and Association support collaboration and self-scheduling. The Medical Center will seek input from the nurses in a given unit in creation of the schedule for that unit as self-scheduling promotes accountability and responsibility that leads to job satisfaction and personal growth.

A) The Medical center and the Association will allow unit based staff scheduling for any unit that has a consensus of the unit's nurses for this practice.

B) The nurse or team of nurses assigned to the unit will take and maintain responsibility for assigning RNs into the unit's core schedule according to the provisions of this Agreement, core staffing guidelines, and the unit's staffing plan.
1. The nurses or team of nurses will be nominated and elected by a majority of nurses on the unit annually.

C) Units making use of this provision will determine their scheduling process, and assignments of the RN's into the core schedule will be a fair and equitable process.

1. Core schedules developed at the unit level and are maintained in Kronos Advanced Scheduler.

D) After the nurses or team of nurses have created the unit schedule, the manager will ensure the schedule is balanced or will make changes to balance the schedule.

E) The Association agrees that the nurse manager for such units has final approval for each schedule in a manner that is not arbitrary or capricious.

5.3.1 Schedule Regularity. Nurses do not have a guarantee of regular days off. The Medical Center will, however, make reasonable efforts to maintain regularity in nurses' scheduling patterns, consistent with patient care needs, and will, in good faith, attempt to equitably distribute such deviations among nurses on the unit and shift. When there are significant changes to the schedule, the Medical Center will discuss the proposed change(s) with the affected nurse(s) and will provide at least 14 days' notice of significant changes.

5.3.1.1 The Medical Center will attempt to avoid scheduling nurses with only a single day off between work days (unless such nurses provide written consent to the contrary).

5.3.2 Different Shifts. A nurse will not be required to alternate or work on a different shift, without the nurse's consent.

5.3.3 Start/Stop Times. If it is necessary for the Medical Center to temporarily or permanently alter a nurse's start/stop time, the following provisions apply:
5.3.3.1 The change must be made and the nurse must be notified prior to the time the schedule is posted;

5.3.3.2 There may be no more than a two (2) hour variance; and

5.3.3.3 The Medical Center must first seek volunteers from others on the unit and, if there are no such volunteers, the change will be made for the least senior qualified nurse on the unit and shift.

5.3.3.4 The Medical Center may initiate such changes to start and stop times no more than twice in any rolling twelve (12) month period.

5.4. Variable Shifts. The Medical Center may create and post positions that require the nurse holding such a position to work variable shifts, meaning a position without a regular shift worked. When the Hospital fills such a position, the Hospital will work with the nurse to minimize the impact of the variable shifts by communicating and collaborating with the nurse in the development of the nurse's schedule. Unless a nurse is hired into a variable shift position, he or she will not be required to work on variable shifts without the nurse's consent. The Medical Center will create no more than one variable shift position for each unit/department, except for those units/departments that have 40 or more nurse positions, in which case the Medical Center may create up to two such positions for each unit/department.

5.5 Work Beyond FTE. A nurse will not be required to work beyond his or her FTE, except in emergent circumstances.

5.6 Floating. All nurses on a unit may be required to float to another unit in the Medical Center, per the Floating Guidelines attached as Exhibit 1, (approved 2818) with a minimum of one shift of orientation per year, prior to floating to another unit. However, a nurse will not be required to float to another unit when a qualified share-care, agency, traveler or other non-core staff RN (who has been oriented to float to the other unit) is working on the home unit.
5.7 **Per Diem Nurses.** After scheduling regular nurses, the Medical Center will identify holes (or gaps or open shifts) in the schedule, which may include pending vacation/PTO requests for holidays. The manager on a unit will communicate those holes to the per-diem nurses. From among the holes in the schedule, a per-diem nurse will indicate hours for which he/she is available. Per-diem nurses in a unit will be offered the opportunity to be placed on the schedule prior to temporary or agency nurses working in that unit. Per diem nurses in a unit will be offered the opportunity to commit to available work before such work is contracted for a unit to traveler nurses (at the time of contracting).

5.8 **Extra Shift Availability.** The Medical Center will make good faith efforts to notify nurses of the availability of extra shifts as soon as practicable once extra shifts become available.

5.9 **Negotiating Team Schedules.** The medical center staff and negotiating team shall strive to schedule bargaining sessions sufficiently in advance to allow nurse to schedule their work around bargaining dates. The members of the Association negotiating team will attempt to adjust their schedules to accommodate negotiations including arranging for schedule trades, if they are unsuccessful, the members of the negotiation team should alert their managers *as soon as possible*, who will, when possible, release members of the negotiating team from scheduled shifts to attend negotiation sessions, subject to patient care needs and the operational needs of the Medical Center. If there are conflicts that cannot be addressed through shift trades, the medical center agrees it will release five members of the negotiating team from their scheduled shifts to attend negotiations sessions on unpaid time without requiring them to use PTO. If there is an urgent patient care or operation need that prevents the nurse's release, the Medical Center will notify the Association and the nurse and the parties can determine whether to cancel the bargaining session.

**ARTICLE 6 – NURSING PRACTICE**

6.1 **Healthy Work Environment.** The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment.
5.7 Per Diem Nurses. After scheduling regular nurses, the Medical Center will identify holes (or gaps or open shifts) in the schedule, which may include pending vacation/PTO requests for holidays. The manager on a unit will communicate those holes to the per-diem nurses. From among the holes in the schedule, a per-diem nurse will indicate hours for which he/she is available. Per-diem nurses in a unit will be offered the opportunity to be placed on the schedule prior to temporary or agency nurses working in that unit. Per diem nurses in a unit will be offered the opportunity to commit to available work before such work is contracted for a unit to traveler nurses (at the time of contracting).

5.8 Extra Shift Availability. The Medical Center will make good faith efforts to notify nurses of the availability of extra shifts as soon as practicable once extra shifts become available.

5.9 Negotiating Team Schedules. The medical center staff and negotiating team shall strive to schedule bargaining sessions sufficiently in advance to allow nurse to schedule their work around bargaining dates. The members of the Association negotiating team will attempt to adjust their schedules to accommodate negotiations including arranging for schedule trades, if they are unsuccessful, the members of the negotiation team should alert their managers as soon as possible, who will, when possible, release members of the negotiating team from scheduled shifts to attend negotiation sessions, subject to patient care needs and the operational needs of the Medical Center. If there are conflicts that cannot be addressed through shift trades, the medical center agrees it will release five members of the negotiating team from their scheduled shifts to attend negotiations sessions on unpaid time without requiring them to use PTO. If there is an urgent patient care or operation need that prevents the nurse’s release, the Medical Center will notify the Association and the nurse and the parties can determine whether to cancel the bargaining session.

ARTICLE 6 – NURSING PRACTICE

6.1 Healthy Work Environment. The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment.
environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together to address the elements of a healthy working environment and acknowledge the AACN statement: "Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change."
6.2 Reporting of Concerns. The Medical Center supports and encourages nurses to raise and document any staffing concerns, without fear of retaliation. For specific staffing concerns, a nurse may use the Staffing Request and Documentation Form (SRDF). Nurses will submit completed forms, to their manager, and the co-chairs of the House-Wide Staffing Committee. A nurse requested by the Medical Center to review an SRDF report they have submitted may have an Association representative present with them during this review. During a review of a submitted SRDF, the Medical Center may request additional information from the submitting nurse.

6.3 The Hospital Staffing Plan. As required by ORS 441.155 and applicable regulations. The Medical Center will maintain a written hospital-wide staffing plan for nursing services, which clearly delineates the decision-making tools and techniques for each unit to determine its appropriate staffing. The plan is developed, monitored, evaluated and modified by a hospital nurse staffing plan committee (“the Hospital Staffing Plan Committee”).

6.4 Hospital Staffing Plan Committee. The parties acknowledge the legal requirements set forth in ORS441.154 and applicable regulations, including its enforcement mechanisms. The parties agree to the following specific contractual provisions regarding staffing and staffing committees:

6.4.1 The Medical Center Staffing Plan Committee will be comprised of equal numbers of Medical Center Nurse managers and direct care registered nurses as its exclusive membership for decision making.

6.4.2 Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the bargaining unit.

6.4.3 Term or time on the Staffing Plan Committee will be set by the Staffing Plan Committee and will include rotational terms and the ability of nurses to serve multiple terms.

6.4.4 The Medical Center has defined the following specialty areas and will include at least one direct care registered nurse from each of the following
specialty areas on the Hospital Staffing Plan Committee:

Medical/Surgical
Emergency Services
Medical Telemetry;
Birthplace
Interventional Cardiac Services
Medical Telemetry;
Inpatient Rehab
Float Pool
Critical Care
Birthplace
Spine/Joint
Interventional Cardiac Services
Float Pool
Critical Care
Inpatient Rehab
Spine/Joint
Perioperative Services

Changes to these arrangements may be made by mutual consent of the Medical Center and Association, in consultation with committee members.

6.4.5 The Staffing Plan Committee’s decision making process will be by vote of the majority of voting members.

6.4.6 Meetings.

- The meetings of the Medical Center Staffing Plan Committee will be co-chaired by one direct care registered nurse and one hospital nurse manager.

- The Medical Center Staffing Plan Committee will determine how often it needs to meet to achieve its duties, but the Committee will not meet less than quarterly.

- The members of the Medical Center Staffing Plan Committee will be paid for the time spent during meetings. Additionally, each bargaining unit staff member shall be entitled to up to two (2) additional hours per month for preparation and information gathering, as assigned by the Medical Center Staffing Plan Committee, prior to the actual meeting. Such time shall not be subject to the daily overtime provisions of Section 4.3, and the nurse shall attempt to schedule such time to minimize weekly overtime.

- Minutes of the meetings will be taken and will be available for review by all nurses via the intranet.
The annual schedule for meetings will be set in advance each January and available for review by nurses via the intranet. The Medical Center Staffing Plan Committee may cancel meetings but out of respect for the nurses' schedules it will not reschedule them.

Each nurse on the Staffing Plan Committee is responsible for communicating his/her name to their respective units.

Nurses and/or representatives of the Association may request time on the agenda at the Hospital Staffing Plan Committee to raise issues or concerns related to staffing. Staff nurses may attend meetings as observers, on unpaid time, but may be excluded from a committee meeting by either co-chair for purposes related to deliberation and voting.

Nurses participating on the Staffing Plan Committee will request time off to attend meetings in advance. When, despite such efforts, the nurse is scheduled to work on the date of the Staffing Plan Committee meeting, the Medical Center shall release Staffing Plan Committee members from duty so that they may attend scheduled Staffing Plan Committee meetings.

Alternate direct care nurse Staffing Plan Committee members (as selected by nurses on their units) may attend Committee meetings when the primary Staffing Plan Committee member is unable to attend.

6.5 Professional Nursing Care Committee

6.5.1 The nurses in the bargaining unit shall elect from its membership not to exceed six (6) members of the unit who shall constitute the Professional Nursing Care Committee. No patient care unit may have more than one representative on the Professional Nursing Care Committee. The PNCC shall elect one of its direct care nurse members to serve as chair.
6.5.1.1 **Committee Liaison.** The Chairperson of the PNCC may attend part of the Nursing Operational Council ("NOC") meetings at the invitation of the NOC, or by request with the consent of the NOC.

6.5.2 This Committee shall meet not more than once a month at such times so as not to conflict with the routine duty requirements. The Medical Center will make reasonable efforts to release a PNCC member from duty to attend a meeting, provided that the nurses give his or her manager advance notice of the meeting. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse's regular straight-time rate for the purpose of attending Committee meetings.

6.5.3 The Committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to the Medical Center's Chief Nurse Officer within seven (7) calendar days after each meeting.

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

6.5.5 The Medical Center recognizes the responsibility of the Committee to recommend to the Nursing Operations Council measures that objectively improve patient care and the Nursing Operations Council will duly consider such recommendations and will so advise the Committee of action taken within a reasonable time frame.

**ARTICLE 7 – EMPLOYMENT STATUS**

7.1 **Introductory Period.** A nurse will be in an introductory period for the first 90 calendar days of employment by the Medical Center. Neither discipline nor termination of employment of an introductory-period nurse will be subject to the grievance procedure under this Agreement.

7.2 **Discipline.** Nurses who have completed the introductory period may be disciplined for proper cause. Discipline may include verbal warning (Level one), written
NEW ARTICLE TBD #

TASK FORCE

A. The parties reiterate their mutual commitment to quality patient care. In a joint effort to ensure optimal nursing care and maintain professional standards, a task force shall be established to examine nursing practice, staffing and payroll issues, status of outstanding grievances that are not disciplinary, notices and updates regarding unit restructures, key nursing initiatives (which could include Magnet status and pathways) and Medical Center workplace process improvement projects. Agendas will be developed jointly along with an annual calendar scheduling routine outline updates (where possible). Failure of the task force to agree on a matter will not be grievable and will not be deemed to be a reopener of the Agreement.

B. The Association shall appoint five (5) members to the task force, at least three (3) of whom shall be employed by the Medical Center.

C. The Medical Center shall appoint five (5) members to the task force, and two (2) of them shall be the Chief Nursing Officer, and a member of Human Resources, or such other persons as may be designated by either in their place(s).

D. The task force shall meet at least quarterly, or as otherwise agreed to by the Medical Center and the Association, to accomplish its assignment.

E. The appointed nurse members will be paid for their time in attendance of the task for meetings.

F. The minutes and information furnished by the Medical Center to the Association and its task force members in connection with the functioning of the task force may be disclosed to other persons only by mutual agreement of the Medical Center and the Association.