

#3 4/25/18
ONA Proposal ~~#2346/18~~

**ARTICLE 4-
EQUALITY OF EMPLOYMENT OPPORTUNITY & A HEALTHY WORK ENVIRONMENT**

A. The Medical Center and the Association agree that they will, jointly and separately, abide by all applicable state and federal laws against discrimination in employment on account of race, color, religion, national origin, age, ~~sex, gender, marital status,~~ veteran's status, sexual orientation or disability.

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B. There shall be no discrimination by the Medical Center against any nurse on account of membership in or lawful activity on behalf of the Association, provided, however, the parties understand that any Association activity must not interfere with normal Medical Center routine, or the nurse's duties or those of other Medical Center employees.

~~C. The Hospital and the Association agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or "bullying" language or behavior are unacceptable and will not be tolerated.~~

~~(a) Any nurse who witnesses or believes they are subject to such behavior should raise their concerns with their manager as soon as possible. If the manager is unavailable, or if the nurse believes it would be inappropriate to contact that person, the nurse should raise their concerns with Human Resources.~~

~~(b) Any nurse who in good faith reports such behavior, or who cooperates in an investigation of such behavior, will not be subject to retaliation by the Hospital, the Association or by co-workers. Any nurse who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager, supervisor or human resources representative as soon as possible.~~

~~(c) The Hospital will promptly investigate any reports of such behavior and, based on such investigation and, applying appropriate discretion, take appropriate action to prevent the recurrence of such behavior. If the employee requests union participation in this process, it will be honored. Any Hospital employee who has been found to have engaged in such inappropriate behavior will be subject to disciplinary action, up to and including termination.~~

~~(d) The Hospital will communicate to the nurse who was subject to such alleged bullying behavior whether the investigation supported the allegation, did not support the allegation, or was inconclusive. The Hospital may choose to keep confidential, consistent with Hospital policy, the level of discipline given to an employee who has been found to have engaged in such behavior.~~

~~(e) Lateral harassment situations will be handled independent of the grievance procedure. An ONA representative and/ or Human Resources will assist in these matters.~~

ARTICLE 8 - HOURS OF WORK OVERTIME AND BREAKS

A. The basic workweek shall be forty (40) hours in a designated seven (7) consecutive day period commencing at 12:01 a.m. Sunday for day and evening shift nurses and at 12:01 a.m. Saturday, or the beginning of the night shift closest thereto, for night shift nurses. When agreed to by the nurse and the Medical Center, a work period of eighty (80) hours in fourteen (14) consecutive days may be adopted in conformity with the Fair Labor Standards Act and equivalent state law.

B. The basic workday shall be eight (8) hours to be worked within eight and one-half (8 1/2) consecutive hours in a twenty-four (24) hour period, commencing at 12:01 a.m. or, for night shift employees, the beginning of the night shift closest thereto, including:

1. A ~~lunch~~ meal period of one-half (1/2) hour on the nurse's own time; and
2. One fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work which, insofar as is practicable, shall be near the middle of such work duration.

3. The parties acknowledge the legal requirements and the importance of rest and meal periods for nurses. The parties further acknowledge that the *scheduling* of regular rest periods may not be possible due to the nature and circumstances of work in an acute care facility (including emergent patient care needs, the safety and health of patients, availability of other nurses to provide relief, and intermittent and unpredictable patient census and needs). The parties therefore agree as follows:

(a) The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift (but other options for combining meals and breaks, when practicable and consistent with applicable law, may be explored). Each unit will develop a plan to best allow nurses to receive these rest periods and breaks. Any such unit-specific plan will be in writing and must be approved by the unit manager. Any nurse who has a concern that nurses on their unit are not receiving rest periods and breaks may raise that issue at Task Force.

(b) If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes. The nurse must inform his or her supervisor if the nurse anticipates he or she will be or actually is unable to take such 30-minute uninterrupted meal period.

(c) In the event nurses on a particular unit or units have concerns about the implementation of this subsection B.3., the concern may be raised with the

Task Force, in addition to the remedies provided by the grievance procedure.

(d) The Hospital will provide qualified and competent break relief for each department on each shift. This break relief plan will be consistent with the unit based staffing plans (see Article 11 B).

C. Overtime compensation shall be paid at one and one-half (1 1/2) times the nurse's regular straight time hourly rate of pay for all hours worked in excess of:

1. ~~Forty (40)~~ Thirty-six (36) hours in each basic workweek, or
2. a nurse's scheduled regular shift, or
3. Consistent with the requirements of the Fair Labor Standards Act and equivalent state law, when a work schedule of eighty (80) hours in fourteen (14) consecutive days has been adopted.

E. There shall be no pyramiding of time-and-one-half premiums for overtime, holidays and Appendix B. In calculating such premiums, the multiplier used shall be the hourly compensation under Appendix A applicable to the hours worked for which such premiums are being paid.

F. A nurse will be expected to obtain proper advance authorization, except when not possible, for work in excess of the nurse's basic workday or basic workweek. Excess work will be by mutual consent, except that a nurse may be required to remain at work beyond a nurse's scheduled workday, subject to applicable limitations under state law or administrative rule.

G. Nurses who are required to change at the Medical Center into Medical Center-required clothing will be permitted five (5) minutes included in the beginning and end of each scheduled shift to change into and out of such clothing.

ARTICLE 15 - HEALTH AND WELFARE

A. 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.

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B. The Medical Center will provide Group Life Insurance on the same terms as provided to a majority of the Medical Center's other employees.

B. C. For ~~2016~~ 2018, each actively working regular nurse will participate in the benefit program offered to a majority of the Medical Center's other employees, in accordance with their terms and Appendix D. From the Providence benefits program, the nurse will select: (1) medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan) (2) dental coverage (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day care Flexible Spending Account (FSA), (8) long term disability coverage, and (9) short term disability, and (10) vision coverage. The Medical Center will offer all such benefits directly or through insurance carriers selected by the Medical Center. For ~~2017~~ 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 ~~2017~~ 2019, the Medical Center will maintain the following plan features as they were in ~~2016~~ 2018: (1) amount of net deductible (defined as each nurse's deductible based on coverage choice minus any Health Reimbursement Account contributions from the Medical Center), (2) the percentage of employee premium contribution; and (3) the out of pocket maximum.

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D. The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Medical Center, the cost of the total benefits selected which exceeds the portion paid by the Medical Center under the preceding section.

ARTICLE 17 - ASSOCIATION BUSINESS

A. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Medical Center for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that the Association's representative shall comply with the Medical Center's security and identification procedures. Transaction of any business shall be conducted in an appropriate location and shall not interfere with the work of the employees.

B. The Medical Center will provide the Association with designated bulletin board space of approximately two (2) feet by three (3) feet in the Emergency, Surgical Services, Medical/Surgical, ICU and Birth Center department breakrooms, which will be the exclusive places for the posting of Association-related notices. Such postings shall be limited to notices that relate to contract negotiation and administration matters.

C. The Hospital will supply the Association and the chairperson of the bargaining unit with an electronic list (excel spreadsheet) showing first names, last names, addresses, hire dates, unit/department, shift, and pay steps of nurses covered by this Agreement, on a monthly basis. The Hospital will work with the Association to provide a unique identifier such as the nurse's license number, as part of the electronic list. The Hospital will also supply a monthly list showing the names of each nurse whose employment has been terminated, who has been hired, and who has completed his or her newly hired period, including addresses, hire dates, and pay steps, during the preceding month. The Hospital will provide the Association with reasonable updates of this information as requested during contract negotiations.

G. D. Nurses who serve as delegates, cabinet members, or board members, of the Association or its parent (ANA) will be granted time off to attend to official union business, as outlined below.

1. Nurses must submit such a request for time off as soon as possible but no later than the schedule cut off date.

2. Nurses who submit requests pursuant to this Section C will be permitted to either
 (a) Use accrued but unused PTO in the nurse's account; or
 (b) If the nurse has fewer than 40 hours of PTO in the nurse's PTO bank, take the day as an unpaid day off. The Medical Center will determine whether such requests, pursuant to this section C may be granted, consistent with patient care needs, and, if such requests cannot be granted, the Medical Center will meet with the Association to determine which of the nurses' requests will be granted.

D. E. The Association will supply the Medical Center with a list of designated Unit Representatives from among the various units of the Medical Center.

E. F. The Medical Center will supply the Association chair at the Medical Center and the Association quarterly, by electronic means, a list of all bargaining unit nurses showing their addresses, listed telephone numbers, beginning dates of their last period of continuous employment, status (full-time, part-time, or intermittently employed), and the assigned shifts and unit of each nurse. The Medical Center will also supply each month a list showing the names and addresses of all nurses hired and/or terminated during the preceding month.

~~.F.~~ G. The Medical Center will post a seniority list, sorted by unit, on the Medical Center's nursing intranet site. The seniority list will include the name of each nurse and the nurse's date of hire and/or adjusted seniority date.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT

- A. The Medical Center shall provide counseling and evaluations of the work performance of each nurse covered by this Agreement not less than once per year.
- B. The Medical Center agrees to maintain a continuing in-service education program for all nurses covered by this Agreement. In the event a nurse is required by the Medical Center to attend in-service education functions outside the nurse's normal shift, he or she will be compensated for the time spent at such functions at the nurse's established day straight-time hourly rate including regularly scheduled shift, certification, and Charge Nurse differentials provided under Appendix A.. The term "in-service education" shall include individual training in the nurse's specialty area as requested by the Medical Center as well as other educational training. If the Medical Center specifically instructs a nurse, in writing, to purchase instructional materials or equipment for mandatory in-service education, the Medical Center will reimburse the nurse for the reasonable cost of such materials. Before incurring any such expense, the nurse must seek the written approval of his/her manager.

C. The philosophy of the Medical Center's orientation program shall be to provide the newly graduated registered nurse employee with a supervised first hospital work experience. In accordance with this policy, the Medical Center agrees to maintain an orientation program to help newly graduated registered nurses achieve clinical nursing experience. The Medical Center further agrees to discuss in advance any changes in Medical Center orientation program with the ONA-PNMC task force.

D. The Medical Center endorses the concept of professional improvement through continuing professional education. The Medical Center, at its discretion, may grant unpaid educational leaves of absence. Paid educational leaves of absence will be granted consistent with prudent Medical Center management. The Medical Center will attempt to offer educational leave opportunities to as broad a spectrum of its nurses as practicable under existing circumstances.

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E. Nurses shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual nursing evaluation during regularly scheduled shifts. A nurse who is finding it difficult to find adequate uninterrupted time away from patient care duties to complete mandatory education or the nursing evaluation may bring this difficulty to the attention of his or her 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.

F. During each calendar year, the Medical Center will provide paid non-mandatory educational leave as follows:

1. Sixteen (16) hours of paid educational leave for use by each full-time nurse, and each part-time nurse, who worked at least 800 hours in the preceding calendar year, to attend educational programs on or off the Medical Center premises which are related to clinical nursing matters where attendance would be of benefit to both the Medical Center and the nurse.

2. Each Per Diem nurse who worked at least 800 hours in the preceding calendar year may apply for a maximum of eight (8) hours of educational leave under this paragraph. The Medical Center will provide a quarterly report to Professional Nursing Care Committee or equivalent committee showing the number of educational leave hours used by registered nurses.

3. For any education time, the nurse will apply in advance to the appropriate nursing manager or designee for approval prior to the requested time. Approval of such requests will not be unreasonably withheld.

4. At the time the leave is approved, the nurse and the manager will agree on a format and/or process for the purpose of sharing the contents of the educational program, upon return from the leave.

5. The Medical Center may grant more extended educational leave in cases it deems appropriate.

6. A nurse may access educational leave in the calendar year of his/her first anniversary date, but only after the anniversary date. Each subsequent calendar year's educational leave shall be available for use during such calendar year.

7. Educational leaves are subject to prior approval by the Medical Center. Requests for educational leave and the Medical Center's response will be in writing. If a request for educational leave is not approved, the nurse may ask the Interdisciplinary Practice Council (IPC) to review the request. The IPC will review the request and forward its recommendation and explanation to the nurse manager in charge of the nurse's unit. The nurse manager's decision will be final and binding on all concerned.

8. Educational leave not used by nurses in the applicable year shall be waived, except that if the reason for not using the educational leave in the year is that it was not approved by the Medical Center, after having been requested no later than one (1) month before the end of such year, the waiver shall not become effective until three (3) months following the end of such year.

9. Upon return from an educational leave, the nurse will, upon request by the Medical Center, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.

G. Education Fund. The Medical Center will provide education dollars for each registered nurse. A regular nurse will be eligible for up to \$475 per year. A resource nurse will be eligible for up to \$225 per year, if the nurse has worked at least 800 hours in the immediately preceding calendar year. These funds are provided for meeting registration fees, required materials, travel, lodging, meals and parking in conjunction with educational courses that are elective. This fund is not meant for mandatory education and training.

ARTICLE 21 – INTERDISCIPLINARY PRACTICE COUNCIL & PROFESSIONAL NURSING CARE COMMITTEE

A. Bargaining unit nurses will participate on the Interdisciplinary Practice Council (IPC) in accordance with its bylaws.

B. Each Committee member shall be paid at the nurse's straight-time hourly rate of pay, including regularly scheduled shift, certification, and Charge Nurse differentials provided under Appendix A, for the purpose of attending such Committee meetings.

C. PROFESSIONAL NURSING CARE COMMITTEE

1.. Members.

The Union shall appoint up to six (5) members of the bargaining unit to constitute the Professional Nursing Care Committee. There may be one (1) member from each of the following units: Surgical Services, Emergency Department, Critical Care, The Birth Center, and Medical/Surgical.

2. Meeting Time.

The Committee shall meet not more than once per month at times that do not conflict with routine duty assignments. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse's regular straight-time rate for the purpose of attending Committee meetings. During the final month of the PNCC disbursement calendar (generally, April or May of each year), each Committee member will be entitled to an additional four (4) paid hours at the nurse's regular straight-time rate.

3. Matters for Consideration.

The Committee shall consider matters related to nursing practice, nursing processes, the implementation of Article 20 (including distribution of educational funds), and other matters which are not proper subjects to be processed through the grievance procedure.

4. Agenda and Minutes.

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

5. Chief Nurse Officer.

The Committee may from time to time invite the Chief Nurse Officer or her/his designee to its meeting at mutually agreeable times for the purpose of exchanging information or to provide the Chief Nurse Officer with recommendations on pertinent subjects. The Chief Nurse Officer shall respond in writing to any written recommendations provided by the PNCC within thirty (30) days.

Management may elect to send the Chief Nurse Officer or his/her designee to the PNCC meeting to aid in the consideration of matters related to nursing practice and nursing processes.

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ARTICLE 22 – SENIORITY

A. Continuous Employment shall mean the performance of all scheduled hours of work including time off because of vacation, paid sick leave, and authorized leaves of absence, which has not been interrupted by the occurrence of the following:

1. Voluntary Termination;
2. Discharged for proper cause;
3. Layoff for lack of work which has continued for twelve (12) consecutive months;
4. Is absent from work without good cause for three (3) consecutive working days without notice to the Medical Center; or
5. Failure to report for work promptly without good cause after an accident or illness when released to return to work by physician or other health care practitioner.

B. "Seniority" shall mean the length of continuous employment as a nurse in the bargaining unit by the Medical Center. Seniority shall terminate upon the termination of employment, except for a nurse who resigns or is laid off from his or her position in the bargaining unit and is rehired within twelve (12) months.

1. Job Posting. When the Medical Center intends to fill a general duty staff or Charge Nurse position vacancy, it will post the position vacancy as available only to nurses within the nursing unit for no less than seven calendar (7) days and shall not fill the position during that time vacancy, except temporarily, for seven (7) days beginning with the date when first posted. Staff Nurse Vacancies will be awarded in the following order:

- a. to the most senior Qualified Regular nurse applicant on the unit;
- b. to the most senior qualified Per Diem nurse applicant on the unit;
- c. to the most qualified applicant among all nurses employed at the Medical Center and/or externally, regardless of seniority.

The information provided with such posting will include the unit, FTE, and shift(s). A nurse who desires to fill such vacancy may apply in writing and, if the nurse applies during such seven (7) day period, shall be eligible for the opportunity under Section C above.

C. Seniority Consideration.

1. For Charge Nurse vacancies, the Medical Center shall consider factors including whether the nurse meets both required and preferred qualifications as set forth on the job description, history of job performance, and the nurse's performance in the select interview process. In the event that two or more candidates' qualifications are substantially equal, the position will be awarded on the basis of seniority. The Medical Center shall make the choice, according to the above-stated standards, objectively applied, with input from a unit-based committee that will include bargaining unit nurses. The candidates interviewed shall be given the opportunity to supply the committee with a brief written resume, summarizing the candidate's past experience, length of experience, reason for application and qualifications.

2. For all other vacancies, qualified senior nurses will be given preference within their areas of experience and qualifications.

3. To exercise seniority in any position, the senior nurse must agree to work the number of days or weeks of the vacant position.

4. To exercise seniority in any position, the senior nurse must have completed his or her probationary period and not have received disciplinary action in the preceding six (6) months.

D. Nurses moving to an FTE position from per diem status will be prohibited from

bidding on another position within six months unless there are no other part time or full time internal applicants who have been at the Medical Center for more than six months.

E. Upon request from a nurse and if business needs allow, a Nurse manager may increase or decrease the FTE status of the nurse up to one shift per week within the same department and shift (day shift or night shift) without a job posting. This opportunity will be shared with the unit. The most senior nurse that would like the increase or decrease will be offered the FTE adjustment.

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ARTICLE 26 - MANAGEMENT RIGHTS

The Association will recognize that the Medical Center has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Association agrees to ~~cooperate~~ collaborate with the Medical Center to attain and maintain full efficiency and maximum patient care. The Association further recognizes the right of the Medical Center to operate and manage hospital operations including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job descriptions, job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation will continue to operate; to select and hire employees; to promote and transfer employees on a just and equitable basis; to evaluate, discipline, suspend, demote or discharge employees for cause; to lay off employees; to recall employees; to require reasonable overtime work of employees in accordance with the nurse staffing law ; to subcontract out work and to extend, limit or curtail its operations and to promulgate rules, regulations and personnel policies, provided that such right will not be exercised so as to violate any of the specific provisions of this Agreement. ~~The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management functions.~~

ARTICLE 28 – APPENDICES

Appendices A, B, C, ~~and D~~, and E are intended to be part of this Agreement and by this reference are made a part hereof.