ONA Settlement Proposal 5/16/23

Appendix A – Wages – ONA Proposal 5/16/23
Appendix B – Standby – ONA Proposal 5/2/23
Appendix C – Clinical Ladder & Certification Differential – ONA Proposal 5/2/23
Appendix D – Plan Documents will be updated with current plans

*Article 5 – PTO – ONA Proposal 4/19/23 (Packaged with Article 7, EIT LOA, Article 14, & Article 15)
Article 6 – Holidays & 2023 MLK LOA – ONA Proposal 5/2/23
*Article 7 – EIT - ONA LOA 5/16/23 (Packaged with Article 7, EIT LOA, Article 14, & Article 15)
Article 8 – Hours of Work – ONA Proposal 5/16/23
Article 9 – Scheduling – ONA Proposal 5/2/23
Article 10 – Floating – ONA Proposal 5/16/23
Article 11 – Staffing – ONA Proposal 5/16/23
Article 12 – Employment Status – ONA Proposal 5/2/23
*Article 14 – Leaves of Absence – ONA Proposal 4/19/23 (Packaged with Article 7, EIT LOA, 14, & 15)
*Article 15 – Health & Welfare – ONA Proposal 5/16/23 (Packaged with Article 7, EIT LOA, 14, & 15)
Article 17 – Union Business – Union Proposal 4/4/23
Article 18 – No Strike – (Current Contract Language) CCL
Article 19 – Grievance Procedure – ONA Proposal 5/2/23
Article 21 – PNCC – ONA Proposal 5/2/23
Article 22 – Seniority – PPCM Proposal 5/2/23 (Tentative Agreement)
Article 24 – Low Census – ONA Proposal 5/16/23
Article 27 – Duration & Termination – 2 year agreement expiring 12/31/24
New LOA – 6/2 Retention Schedule – ONA proposal 5/16/23
RN Care Managers LOA – ONA Proposal 4/4/23
Additional LOAs/MOUs – ONA Proposal 5/2/23

***ULPs/Grievances will resolved according to their merits per the dispute resolution processes
APPENDIX A – WAGES

A. The following are the step rates of pay of all nurses employed under the terms of this Agreement:

- Effective the first full pay period following 1/1/2019: 2.75% across the board increase.

- Effective the first full pay period following 1/1/2020: 2.5% across the board increase.

- Effective the first full pay period following 1/1/2021: 2.5% across the board increase.

- Effective the first full pay period following 1/1/2022: 2.5% across the board increase.

- Effective upon the pay period including 01/01/2023:
  Steps 1 – 6 will be as outlined below.
  Steps 7 – 22: increase all rates and ranges by $4.00 and then 5% cost-of-living-adjustment (COLA)
  Steps 23 – 36: each sequential numerical step will be three quarters of one percent (0.75%) higher than the previous step.

- Effective upon the pay period including 01/01/24, increase all rates and ranges by 7.5% cost-of-living-adjustment (COLA).
The Wage Scale will be:

<table>
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</thead>
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</tbody>
</table>

*A nurse will progress to Step twenty-five (25) after being on Step twenty-two (22) for three (3) years.
A nurse will progress to Step thirty (30) after being on Step twenty-five (25) or higher for five (5) years.

B. Nurses’ compensation shall be computed on the basis of hours worked.

C. Charge Nurses shall be paid a differential of $4.50 per hour in addition to their applicable hourly rate of pay.

D. 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. The Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

E. Shift differentials:
   1. Nurses are scheduled for shifts according to the following:
      
      | Shift   | Majority of Scheduled Hours are Between: |
      |---------|------------------------------------------|
      | Day     | 7 a.m. and 3 p.m.                        |
      | Evening | 3 p.m. and 11 p.m.                      |
      | Night   | 11 p.m. and 7 a.m.                      |

   2. Nurses scheduled for evening and night shifts shall be paid, in addition to their applicable rates shown above, the following shift differentials:

   Evening shift: Effective on the later of the date specified in Section A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement: $2.85 per hour. **Effective January 1, 2024, the evening shift differential will increase to $3.10**

   Night shift: Effective on the later of the date specified in Section A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement: $6.20 per hour. **Effective January 1, 2024**, the night shift differential will increase to $6.75 per hour.
2024, the night shift differential will increase to $6.50

3. A nurse who works daily overtime shall be paid shift differential, if any, for such overtime hours, according to the nurse’s scheduled shift for that workday. However, if a nurse works two (2) or more hours of daily overtime in a workday, the applicable shift differential for such daily overtime hours shall be the higher of (a) the shift differential of the nurse’s scheduled shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be 7:00 a.m. to 3:00 p.m., the evening shift 3:00 p.m. to 11:00 p.m., and the night shift 11:00 p.m. to 7:00 a.m.

F. Credit for prior experience: A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s) during the immediately preceding five (5) years. Newly hired nurses will not be placed higher than step twenty-two (22) unless approved by the CNO. For nurses hired in the Behavioral Health Unit, experience at the Oregon State Hospital shall be counted as equal to that of an accredited acute care facility. A year of experience under this section is at least one thousand eight hundred seventy two (1,872) hours of related work. The Medical Center may, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

G. A per diem nurse will be paid a differential of $4.00 fifteen percent (15%) of their base rate of pay per hour in lieu of receiving PTO, EIT, and insurance benefits. A per diem nurse who has been continuously employed in a position in the bargaining unit for thirty (30) years or more will be paid a differential of $6.00 per hour in lieu of receiving PTO, EIT, and insurance benefits.
Per Diem’s who work at least 800 hours in a calendar year will receive a cash bonus equal to $1.50 for each hour worked, payable the first full pay period of January the following year. The Per Diem nurse must still be employed by the Medical Center when the bonus becomes payable. The calendar year is defined as the 26 pay periods commencing with the first full pay period of January of each year.

H. The standby on-call compensation policies for nurses are set forth in Appendix B to this Agreement.

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

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

K. A nurse will ordinarily progress to the next year’s step rate of pay under Section A above (for example, Step two [2] to Step three [3] on the later of (1) the anniversary of the nurse’s last such step placement or two (2) upon completion of seven hundred (700) cumulative hours compensated, including leaves and low census, at straight-time rates or above. Such anniversary date will be extended by the length of any leave of absence, since the nurse’s last step placement, of more than thirty (30) days.

L. Weekend differential:
   1. Effective upon ratification of this Agreement, a regular nurse will be paid a weekend differential of $10.00 per hour worked on a weekend shift which is part of a schedule under which the nurse has agreed to work at least sixteen (16) weekend shift hours every weekend and is doing so at the
Medical Center’s request defined as the request of or agreement of a unit supervisor or manager or because of a job posting.

2. A per diem nurse will be paid a weekend differential of $6.00 per hour worked on a weekend shift which exceeds two (2) weekend shifts worked in a schedule period, excluding weekend shifts worked as a result of trades. A nurse may waive this differential by requesting in writing, at least two (2) weeks before the posting of a schedule, to be scheduled at least eight (8) weekend shifts in that schedule.

3. A weekend shift is defined as a shift whose scheduled beginning time is within a forty-eight (48) hour period commencing at 12:01 a.m. Saturday, or for night shift employees, the beginning of the night shift closest thereto.

4. For hours worked on a weekend shift when the nurse is not eligible for the weekend differential specified in either subsection one (1) or two (2) above the nurse will be paid a weekend differential of $2.00 per hour worked.

5. No weekend differential will be paid for any unworked hours.

M. Extra shift differential:

1. A regular or per diem nurse will be paid an extra shift differential of thirty-six dollars ($36.00) per hour for all hours worked per pay period in excess of the number of the nurse’s regularly scheduled hours (including regularly scheduled weekend hours) for the pay period 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 Article 24, Low Census, and regularly
scheduled hours not worked because the Medical Center has required attendance at a specific education program, or any hours compensated by the Medical Center in connection with a family death, will be counted as regularly scheduled hours worked for the pay period. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades or of being called in to work while on standby on-call. A nurse on pre-scheduled PTO who is called in to work a shift in lieu of their PTO at the request of the Medical Center will be paid the extra shift differential.

2. A per diem nurse will be paid an extra shift differential, in the applicable amount specified in the preceding paragraph, for all hours worked in excess of twenty-foursixty-four (2464) in the pay-periodweek 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, hours actually worked, hours not worked because of the application of Article 24, Low Census, and hours not worked because the Medical Center has required attendance at a specific education program, will be counted in determining eligibility for this extra shift differential. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades or of being called in to work while on standby on-call.

3. If, prior to the date of posting the schedule, a regular or per diem nurse notifies the person responsible for staffing his or her patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order:

(a) regular nurses, in order of their seniority, who agree to waive extra shift differential for the extra shift and who would not become
eligible for payment of overtime rates in connection with working the extra shift;

(b) per diem nurses, in order of their seniority, if the nurse’s total hours worked are expected to be thirty-twosixty-four (3264) or fewer hours in the weekpay-period;

(c) regular nurses, in order of their seniority; and

(c) per diem nurses, in order of their seniority, if the nurse’s total hours worked are expected to be in excess of thirty-twosixty-four (3264) hours in the weekpay-period.

4. Once the schedule is posted, vacant shifts will be broadcast to all bargaining unit nurses according to the unit’s procedure for notifying nurses of vacant shifts. If a regular or per diem nurse notifies the person responsible for staffing his or her patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the order in which the notifications are received. However, if two (2) or more nurses give such notification on the same date and at least thirty-six (36) hours before the shift's starting time, the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order:

(a) regular nurses, in order of their seniority; and

(b) per diem nurses, in order of their seniority.

(b)(c) Contract/Agency nurses

5. Subsections 3 and 4 above establish preferences when extra shift work is actually assigned in the circumstances described, it being understood that
there is no guarantee that all nurse requests for extra shift work will be granted.

6. A nurse who is assigned to work a particular shift under subsections 3 or 4 above and who does not work the shift as assigned, will not be given preference for the next schedule period.

7. If a regular nurse's FTE status is reduced or a regular nurse changes to intermittently employed status, the extra shift differential will be payable to the nurse only for extra shifts worked after the completion of thirteen (13) full pay periods following the nurse's FTE reduction or change in status, provided, however, that this provision will not apply if a nurse reduces his/her FTE from 1.0 to 0.9 FTE by accepting a full-time thirty-six- (36-) hour per week position.

8. A weekend shift has the same definition as under Section L above.

9. No extra shift differential will be paid for any unworked hours.

N. Critical Need Shift Incentive: The Medical Center will provide a Critical Need Shift Incentive (CNI) to reduce the use of local agency and traveling nurses and to recognize Providence Portland nurses when covering difficult-to-fill shifts and peaks in census and acuity. A nurse who agrees to work a shift seventy-two (72) hours or less before shift start time due to a staffing shortage will receive a differential of $25 per hour.

N. Preceptor differential: A nurse assigned as a preceptor will be paid a differential of $4.00 per hour worked as a preceptor. A preceptor is a nurse who is designated by his or her nurse manager to: assess the learning needs of (a) an inexperienced, re-entry, or new-to-specialty nurse or (b) a capstone, immersion.
practicum-or any student where the nurse must of similar level; plan that person’s learning program; provide direct guidance to that person’s learning program or implement such program; provide direct guidance and supervision to that person during the program; and, in conjunction with the nurse manager and/or designee, evaluate that person’s progress during the program.

O. Double-Back Pay: A nurse who receives less than eight (8) hours rest following hours worked shall receive one and one-half (1 ½) times their regular rate of pay on their subsequent hours worked until they receive at least 10 hours off between hours worked. This provision shall apply to all hours worked for the medical center, excluding hours worked as a result of trades or time spent on standby when not called into work.

PQ. Float Pool Nurses: A nurse assigned to the float pool will be paid a differential as follows:

$2.00 per hour, $3.00 per hour after 1 year of full-time work in float pool.
Q. Specialty Roles: A nurse oriented to and assigned a specialty role (e.g., Rapid Response Team, ECMO, Resuscitation Nurse, Endovascular Team, etc) will receive a differential of $3.00/hr for all hours worked. Specialty assignments shall be distributed in an equitable manner.
APPENDIX B – STANDBY ON-CALL

A. The following standby on-call procedures shall apply to regular nurses:

A. 1. Standard standby on-call pattern: A nurse who is scheduled to be on standby on-call shall be paid $8.50 per hour on-call. If called in to work during an on-call shift, the nurse shall be assigned a minimum of three hours (3) of work, or pay in lieu of such hours not assigned by the Medical Center, at time-and-one-half the nurse’s straight-time rate of pay as shown in Appendix A, including regularly scheduled shift, certification, clinical ladder, and AHN differentials. Such three (3) hour minimum shall also apply to daily overtime when assigned standby on-call, commencing with the conclusion of the scheduled shift.

This section shall also apply to nurses volunteering to be on Standby On-Call in lieu of working their regularly scheduled hours.

B. Nursing units with mandatory scheduled standby will develop unit guidelines regarding the scheduling and assignment of standby time. The Medical Center will notify the Union of any changes to unit guidelines and bargain upon request. The Medical Center will notify the Association-Union before establishing a standby requirement in a unit where standby is not currently mandatory and will bargain upon request.

C. Holiday Standby On-Call. Nurses that are on Standby On-Call during a holiday shall receive $12.00 per hour on-call. If called in to work during a holiday standby on-call shift, the nurse shall be assigned a minimum of three (3) hours of work, or pay in lieu of such hours not assigned by the Medical Center, and two times the nurses regular rate of pay including regularly scheduled shift, certification, clinical ladder, and AHN不同ials.
D. Voluntary Additional Standby On-Call. Nurses that volunteer for extra standby on-call shifts shall be paid a standby rate of $10.00 per hour for that shift.

E. Mandatory Additional Standby On-Call.

1. The Medical center will attempt to contact all qualified and available personnel prior to mandating additional Standby On-Call. In the absence of a qualified volunteer, the Medical Center may assign Standby On-Call hours on a rotational basis consistent with Section B above.

2. Only staff working a scheduled shift prior to the period of mandatory standby on-call time may be mandated, but any qualified staff may volunteer.

3. Nurses that are mandated to work extra standby shifts shall be paid a standby rate of $20.00.

F. Excessive Standby On-Call. Nurses that exceed 50 hours of standby in a 4-week schedule shall be paid $10.00 for all standby hours, except for any hours that are paid consistent with Sections C & E above. Nurses that exceed 100 hours of standby in a 4 week schedule shall be paid $20.00 for all standby hours, except for any hours that are paid consistent with Section E above. The 4-week schedule period shall commence with the first pay period following January 1, 2023.
APPENDIX C – CERTIFICATION AND CLINICAL LADDER

A. Certification Differential: A nurse who meets the requirements of this section shall receive a three dollar ($3.00) per hour certification differential.

1. The nurse must have a current nationally recognized certification on file with Human Resources for the area where the nurse works a significant number of hours. 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 (60) days after that date, the certification differential will be paid from the renewal date. If the proof is submitted more than sixty (60) days after the renewal date, the certification differential will be resumed beginning with the first full pay period following the submission.

2. A nurse will be deemed to have worked a significant number of hours in the area if at least one-half of the nurse's hours worked are in that area.

The Medical Center may, in its discretion, determine that some lower proportion of hours worked in an area qualifies as a significant number of hours worked for the purposes of this section.

3. Only one (1) certification and one (1) certification differential will be recognized at a time for the purposes of this section.

4. On the recommendation of the PNCC or otherwise, the Medical Center may, in its discretion, specify areas and certifications; provided, however, there shall not be less than one certification recognized for each area covered by this Agreement, including but not limited to the following:
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<td>Kidney Dialysis Assoc.</td>
<td>American Nephrology Nurse</td>
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5. If a certified nurse transfers to another department within the Medical Center, the nurse will retain their certification differential for two (2) years, provided their certification has not expired. After two (2) years, the nurse will only be eligible for certification differential for certifications approved for their current unit.
B. Clinical Ladder Program: The program existing on January 1, 2015, will continue in its entirety for the duration of this Agreement, except that (1) the compensation for Levels II, III, and IV are, respectively, $2,004.60, $3,502.90, and $5,004.50 per hour, and (2) the program will be subject to termination or other modification only in accordance with Article 27- Duration and Termination of this Agreement. The Clinical Ladder Committee will maintain clear and objective standards for approval or denial of applications. No nurse will be denied nor removed from the Clinical Ladder Program as a result of disciplinary action.

C. Additional Education Leave: Nurses approved for, and participating at Level II, III, or IV of the Clinical Ladder Program, or who have been approved and receive payment for a Certification Differential, shall be eligible for eight (8) hours of paid education leave annually, in addition to those hours to which the nurse might otherwise be entitled pursuant to Article 20, Section E.1.

D. Educational Expense Reimbursement.

1. The Medical Center will reimburse nurses for the fee(s) (such as exam or application fees) associated with obtaining and renewing approved certifications (as described in this Appendix), once the nurse successfully obtains the certification(s) or recertification(s).

2. Nurses approved for, and participating at Level III, or IV of the Clinical Ladder Program, or who have been approved and receive payment for a Certification Differential (“Certified Nurses”), shall be eligible for the following amounts, in addition to the expense reimbursements they may otherwise qualify for pursuant to Article 20, Section H and subsection D 1 above, to defray the cost of registration and attendance in connection with the additional paid educational leave set forth in section C above:
   (a) Certified Nurses, and Level III: up to $250.00
(b) Level IV Nurses only: $350.00
Background: The Union filed a group grievance over the implementation of Certification Pay on 12/06/2022. The parties are negotiating a successor collective bargaining agreement and wish to resolve the grievance while clarifying the intent of the language. Therefore, the parties agree as follows:

A. The Medical Center will electronically publish the current certification pay list for the Bargaining Unit.
B. The Medical Center will communicate the publication of the list and give bargaining unit nurses thirty (30) days to identify discrepancies/disputes over certification pay.
C. Any member who can demonstrate an active certification for which they have not been paid shall be entitled to back pay for any missed certification pay and made whole.
D. The Medical Center and the Union will jointly communicate the new process and requirements for receiving certification pay.
   1. The Medical Center will email the entire bargaining unit
   2. The Union will email the entire bargaining unit
   3. The Medical Center will direct Unit Managers to communicate to each unit in staff meetings, huddles, and electronic communication.
   4. Information about the appropriate process for Certification validation will be posted on the Intranet where the information for test reimbursement information is posted and included in the policy for certification reimbursement.
E. Implementation of this agreement will occur within fourteen (14) days of its execution and back pay per section C above will be provided by the end of the pay period following the 30 day period referenced in Section B.
F. The Union will withdraw its grievance with the execution of this settlement.

For the Medical Center: ________________________________ For the Union: ________________________________

Appendix C – Certification and Clinical Ladder
Union Proposal 4
05/02/23
Page 5 of 5
ARTICLE 5 – PAID TIME OFF

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

B.1. Accrual: Effective through the final pay period in 2019 regular nurses will accrue PTO as follows:

1. From the nurse’s most recent date of hire

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual-per Hour*</th>
<th>Accrual-per Year**</th>
</tr>
</thead>
<tbody>
<tr>
<td>0–3.99</td>
<td>0.0924 hours</td>
<td>192 hours</td>
</tr>
<tr>
<td>4–8.99</td>
<td>0.1116 hours</td>
<td>232 hours</td>
</tr>
<tr>
<td>9+</td>
<td>0.1308 hours</td>
<td>272 hours</td>
</tr>
</tbody>
</table>

*Not to exceed eighty (80) hours per pay period.
**Based on a full-time nurse (1.0)

2. For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a twelve- (12-) hour shift, or four (4) days each week, with each workday consisting of a nine- (9-) hour shift.
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual-per-Hour*</th>
<th>Accrual-per-Year**</th>
</tr>
</thead>
<tbody>
<tr>
<td>0–3.99</td>
<td>0.0963-hours</td>
<td>180-hours</td>
</tr>
<tr>
<td>4–8.99</td>
<td>0.1155-hours</td>
<td>216-hours</td>
</tr>
<tr>
<td>9+</td>
<td>0.1347-hours</td>
<td>252-hours</td>
</tr>
</tbody>
</table>

*Not to exceed seventy-two (72) hours per pay period.
**Based on a full-time nurse point nine (0.9)

3. 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.

B-2. Accrual: Effective with the pay period beginning January 5, 2020, regular nurses with a full-time equivalent (FTE) status of at least 0.5, 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>0.0961-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 (1½) times the applicable annual accrual set forth above, which is not prorated for nurses whose FTE status is less than 1.0.

B-3. Accrual: Effective with the pay period beginning January 5, 2020, 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 twelve- (12-) hour shift, or four
4 days each week, with each workday consisting of a nine- (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

B. Regular nurses will accrue PTO at the following rate:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual per Paid Hour</th>
<th>Accrual per Year*</th>
<th>Maximum PTO Bank*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.10683 hours</td>
<td>220 hours</td>
<td>330 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.11966 hours</td>
<td>240 hours</td>
<td>360 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.13889 hours</td>
<td>280 hours</td>
<td>420 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.15812 hours</td>
<td>320 hours</td>
<td>480 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.16453 hours</td>
<td>336 hours</td>
<td>504 hours</td>
</tr>
</tbody>
</table>

*Based on a (1.0 FTE) nurse
Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1½) times the applicable annual accrual set forth above.

A.C. Definition of a Paid Hour: A paid hour under B above will include only:

1) hours directly compensated by the Medical Center and
2) low census hours not worked on one of a nurse’s scheduled working days in accordance with Article 24 of this Agreement; and, scheduled hours compensated through third parties. For purposes of PTO accrual, hours worked will exclude overtime hours, unworked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular nurse.

B.D. Pay: PTO pay will be at the nurse’s straight-time regular hourly rate of pay, including regularly scheduled shift, certification, clinical ladder, and charge nurse differentials provided under Appendix A, at the time of use. PTO pay is paid on regular paydays after the PTO is used.

C.E. Scheduling:

1. In scheduling PTO, the Medical Center will provide a method for each eligible nurse to submit requests for specific PTO.

2. PTO Slots. The number of persons who may be on pre-scheduled PTO at one time (or per shift, where possible) will be defined at the unit or cluster level annually by the unit’s nursing manager in the first week of December of each year. The formula for deriving the amount of PTO slots shall be shared with UBC. The PTO slots shall be adequate to meet the PTO accrued by staff of the unit. In the event a unit subsequently undergoes a significant staffing increase or a decrease, the unit manager may adjust the number of nurses who may be on pre-scheduled PTO at one time,
consistent with the staffing change, no later than the first week of May each year.

3. The following schedule applies to requests for prescheduled PTO:

<table>
<thead>
<tr>
<th>For time off during this period (“PTO Scheduling Period”):</th>
<th>Requests must be submitted between:</th>
<th>Written decision will be provided by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec 19, Jan 20, Feb 20, Mar 20, Apr 20*</td>
<td>August 2019 – August 31, 2019</td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>May, June, July and August</td>
<td>January 1 – January 31</td>
<td>February 28</td>
</tr>
<tr>
<td>September, October, November and December</td>
<td>May 1 – May 31</td>
<td>June 30</td>
</tr>
<tr>
<td>January, February, March, April</td>
<td>September 1 – September 30</td>
<td>October 31</td>
</tr>
</tbody>
</table>

*In order to transition from two (2) scheduling periods per year to three (3) scheduling periods per year, the first scheduling period will consist of five (5) months. After the transition, all PTO scheduling period will be four (4) months in length.

Each unit will make requests for prescheduled PTO submitted during these periods public and visible before the requests are approved.

3.4. If more nurses within a unit request dates for PTO, for a PTO Scheduling Period, than the Medical Center determines to be consistent with its operating needs, then preference in scheduling PTO will be in order of seniority for nurses within the unit, based on the seniority list that is available on the first
day of the request submission period. Nurses are expected to seek trades if they need time off for major life events, but if a nurse is unable to find a trade, managers may use their discretion to increase the number of nurses allowed off, based on operational needs.

5. A nurse may request PTO up until the date the schedule is posted. For requests submitted after of the PTO Scheduling Period, preference will be in order of the nurses electronic submission to the Medical Center's receipt of the written requests for nurses within the unit. All requests will be approved or denied within three (3)-weekstwo (2) weeks of the date the request is submitted.

4. For single day PTO requests, the nurse may request, at the time of submission, that the schedule be adjusted to avoid the use of PTO. The Medical Center will make a good faith effort to adjust the nurse’s schedule so that the nurse is not required to use PTO.

6. Notwithstanding the prior provisions of subsections 4 and 5 above, the Medical Center will attempt to rotate holiday work.

7. PTO requests that cross over the PTO scheduling periods will be honored in accordance with subsections 4 and 5 of this section with the understanding that if the PTO request is approved for the latter part of the scheduling period, then approval will automatically extend to the beginning of the next scheduling period.

8. Float Pool nurses within a given cluster are deemed a “unit” for purposes of scheduling PTO.
9.10. Once PTO has been approved, the Medical Center will not require a nurse to replace himself or herself on the schedule. Once a vacation-PTO request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. Vacation-PTO requests shall not be converted to requests for unpaid time off absent Medical Center approval, and, although nurses are expected to have enough accrued PTO available at the point the PTO is to be used. The Medical Center may deny a PTO request if a nurse has demonstrated a pattern of not having enough accrued PTO available to cover the nurse’s request, unless the nurse has accrued less PTO than expected due to an approved leave of absence, or mandatory low census.

10.11. Once the PTO has been approved, the PTO utilization schedule will be posted in a manner that is accessible for nurses to view.

11.12. 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, nurses are encouraged to discuss the issue with the unit manager or director, and if the concern has not been resolved, representatives of the Association Union may raise it with the Nursing Task Force.

12.13. The nurses on a unit or department may develop an alternative method of PTO scheduling, such as “prime time” scheduling. Any alternative method will only be adopted following first manager approval and then a majority/two-thirds vote of the staff nurses on the unit or department.

D.F. Use:

1. Accrued PTO may be used once accrued and available in the nurses PTO bank.

Article 5 – Paid Time off
Union Proposal 2
04/19/23
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2. PTO will be used for any absence of a quarter hour or more, except that
the nurse may choose to use or not to use PTO for time off:

(a) Under Article 24 of this Agreement, by making the appropriate entry
on the nurse’s time card; if the nurse chooses to use PTO under
this paragraph, the nurse may change to non-use of PTO for the
number of hours worked by the nurse on an extra shift of at least
eight (8) hours (other than while on standby on-call) in the same
pay period and thereby maintains the nurse’s FTE level, by giving
the Medical Center written notice of the change before the end of
the same pay period;

(b) For leaves of absence under applicable family and medical leave
laws when the nurse’s accrued PTO account is at forty (40) hours
or less;

(c) When a nurse is assigned to a paid eight- (8-) hour in-service in the
Medical Center instead of a regularly scheduled nine- (9-), ten-
(10-), or twelve- (12-) hour shift and the nurse is not assigned to
work the remaining hours of the regularly scheduled shift; or

(d) When a nurse is required by the Medical Center to attend a
committee meeting in the Medical Center during a regularly
scheduled shift and the nurse is not assigned to work the remaining
hours of the regularly scheduled shift.

(e) Under (c) and (d) above, the nurse will make
\textit{herself/himself/\textit{themself}} available for assignment to work the
remaining hours of the regularly scheduled shift.

(f) When a nurse is being paid standby pay according to Appendix B
of this contract.
(g) When a nurse on the night shift is working fewer hours than his or her regular shift due to Daylight Savings Time.

3. PTO may be used in addition to receiving workers’ compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers’ compensation benefits that does not exceed two-thirds (2/3) one hundred percent (100%) of the nurse’s regular rate of pay for the missed hours. Effective January 5, 2020, nurses can choose to have available PTO hours used to supplement workers’ compensation benefits to one hundred (100%) percent of pay while on an approved leave.

4. Effective January 5, 2020, 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.

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

G. Semi-annual PTO Cash-out. A nurse may cash out up to 30% of their PTO balance up to two (2) times per year. To cash out their PTO, the nurse must notify the Medical Center the amount of hours they would like to cash out by the end of the pay period prior to the pay period for which they would like to receive the cash value of their PTO. PTO will be cashed out consistent with Section D above.

E.H. Change in Status: A nurse’s unused PTO account will be paid to the nurse in the following circumstances:
1. Upon termination of employment, in cases of resignation, if the nurse has also provided the required two (2) weeks’ notice (per Article 12.E) of intended resignation.

2. Upon changing from a benefits-eligible (FTE status of 0.5 to 1.0) to non-benefits-eligible status (FTE less than 0.5).

I. Alternative Process for PTO Requests. By a two-thirds (2/3s) vote, a unit may implement the following alternative process for PTO scheduling.

1. Definitions

   a. “Prime time” is defined as the months of June, July, August and December.

   b. The number of nurses that can be on PTO at any given time will be posted one (1) month in advance of the three (3) scheduling block periods.

2. PTO Determination. At least fifteen percent (15%) of benefitted nurses on day shift (0700 to 1200 start times) and ten percent (10%) of those benefitted nurses on evening and night shift (1300 to 1900 start times) can be scheduled for PTO. The parties acknowledge that the number of nurses as well as staffing needs may change, in which case there will be discussion with the RNs prior to the tri-annual PTO sign up in the unit to determine the number of RNs who may be off on scheduled PTO per week. The percentage will be converted into a number so that it can easily be determined how many nurses may be scheduled off with
PTO. If the decimal place determining the number of nurses off is greater than .5, then the number of nurses will be rounded to the next highest number and conversely rounded to the lower number when there is a decimal place of .49 or less.

3. The PTO sign up process.

   a. There will be three (3) four-month PTO schedules posted per year. Prior to the beginning of the scheduling process, a seniority list will be posted. The list will then be divided into thirds.

      i. Tier one (1) will consist of the one third of nurses with the most seniority.

      ii. Tier two (2) will consist of the next one third of the nurses who are not in the first category based on seniority.

      iii. Tier three (3) will consist of all the nurses whose seniority is not enough to have them in the tier one or tier two groups.

   b. In the first week of the PTO scheduling period, tier one nurses will sign up for PTO.

   c. In the second week of the PTO scheduling period, tier two nurses will sign up for PTO.
d. In the third week of PTO scheduling period, tier three nurses will sign up for PTO.

        
e. The fourth or last week of the PTO scheduling period, will be available to any nurse based on seniority to sign up for any additional PTO time that has not been taken.

        Managers will make visible to all nurses the dates that have been chosen by the more senior nurses.

4. Prime Time PTO request.

a. From a nurses' first employment PTO eligibility until the nurses' ninth (9th) anniversary of continuous employment, they may take up to two (2) weeks of Prime Time in a calendar year.

b. From a nurses' ninth (9th) anniversary of continuous employment until the nurse's twentieth (20th) anniversary of continuous employment, they may take up to three (3) weeks of Prime Time in a calendar year.

c. Nurses with twenty years or more of continuous employment may take up to four (4) weeks of Prime Time in a calendar year.
5. Miscellaneous.

a. No nurse will be granted PTO above the nurse’s Prime Time limitations unless there are additional PTO days available (as calculated by the Medical Center) during or after the fourth week of PTO scheduling. Requests during or after that third week of PTO scheduling will be granted based on seniority.

b. Prime time PTO, once granted, will count towards a nurse’s yearly accrual. Nurses who choose to not take their granted Prime Time PTO may not reschedule this Prime Time later in the calendar year unless rescheduling was done to accommodate a request of the Medical Center.

c. A nurse must request the actual days that they wish to be gone. The nurse should not just request the days that they project they will need, as blocks can change over time. (For example, the nurse wants the first week in March off on PTO, they should request the actual days March 3-9 not the days they believe they might be scheduled for.)

d. If a nurse wants to trade days off or days worked or arrange their schedule differently to extend their time off with normal days off, they may do so
with the approval of management. Trades granted will not incur additional overtime, roles must match and staffing levels must be maintained.

e. The PTO scheduling process is not to be used to rearrange one’s schedule (i.e. submitting PTO for every Monday off all summer).

f. PTO requests that are received outside of the tri-annual sign-up periods that would take the requests above the percentage or number that can be scheduled will be responded to as soon as possible by the scheduler. The latest date of response will be the contractual posting date for the time period requested by the staff member or as by language in this article whichever is sooner.

g. PTO will only be approved if it is projected that the nurse will have enough PTO accrued at the time of the requested vacation to cover the duration of the time off.
ARTICLE 6 – HOLIDAYS

A. On the observed The Medical Center will recognize the holidays of New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the Medical Center recognizes any additional holiday(s) for its non-represented employees, it will also recognize such holiday(s) for bargaining unit nurses. On such holidays the following will apply:

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

2. If a nurse works on an observed holiday, the nurse will be paid two one and one-half (2 1/2) times the nurse’s straight-time rate and will retain accrued PTO hours for use at another time.

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

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

5. A night shift will be eligible for holiday pay if a majority of hours worked are within the observed holiday (for example, a nurse working a shift beginning at 7:00 p.m. on December 24 and ending at 7:30 a.m. on December 25 will be eligible for holiday pay).
6. If an observed holiday occurs before completion of a regular nurse’s first ninety (90) days of employment and the nurse does not have sufficient PTO hours accrued, the PTO hours used for the holiday under this section will be charged against the next PTO hours accrued by the nurse.

7. A nurse will not be required to use PTO if (1) a nurse works in a unit that is normally scheduled only Monday through Friday and the unit is closed for the holiday; (2) the nurse is placed on standby for the holiday; or (3) the unit is open, but minimally staffed for the holiday.
LETTER OF AGREEMENT RELATED TO OBSERVANCE OF MARTIN LUTHER KING JR
DAY ON JANUARY 16, 2023

Background: The parties are negotiating a successor collective bargaining agreement and wish to recognize Dr. Martin Luther King Jr.’s contributions to the movement for civil rights and racial justice as well as Caregivers’ commitment to the mission of providing healthcare and serving all, especially the poor and vulnerable. Therefore, the parties agree as follows:

A. Recognition: The Medical Center will recognize January 16th, 2023 as a holiday in commemoration of Dr. Martin Luther King Jr. and in accordance with the provisions of Article 6 of the parties’ agreement.

B. Eligibility: All bargaining unit nurses are eligible for the holiday.

C. Hours worked: Nurses who worked on the holiday will be paid in accordance with the provisions of Article 6.

D. PTO: Any nurse who did not work as a result of a Medical Center closure in observance of the holiday will be granted PTO in the amount equal to their regularly scheduled shift.

E. Effective Date: This agreement is effective upon the execution of the agreement by both parties. The pay and PTO provisions will be administered not later than the end of the first full pay period following execution.

For the Medical Center: ________________________________ For the Union: ________________________________
MEMORANDUM OF UNDERSTANDING: EXTENDED ILLNESS TIME (EIT) CASHOUT

No more than two pay periods after ratification of the successor collective bargaining agreement, the Medical Center shall cash out EIT balances remaining as of December 31, 2022. Such cash out will be at 35% of the nurse’s wage on December 31, 2022.

Alternatively, nurses who would otherwise be eligible for the cash out provision described above, may elect to convert their EIT balance to PTO at the rate of 1 PTO hour for every 3 EIT hours.
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 Federal Wage and Hour Act (Fair Labor Standards Act and corresponding Oregon law).

B. The basic workday shall be the length of the shift that is agreed upon by the Medical Center and the individual nurse at the time of hire or upon the change of position (e.g., eight [8], nine [9], ten [10] or twelve [12] consecutive hours) in a twenty-four (24) hour period, including:

1. An unpaid meal lunch period of one-half (½) hour on the nurse’s own time in addition to the length of the shift. If a nurse is not able to take a thirty-(30-) minute uninterrupted meal period, the nurse will be paid for such thirty (30) minutes; and

2. One (1) fifteen-(15-) minute rest period shall be provided, without loss of pay and consistent with Oregon wage and hour law, during each shift. Each four (4) consecutive hours of work which, insofar as is practicable, upon mutual agreement of the nurse and the charge nurse, such rest periods may be combined with meal periods and shall, to the greatest extent possible, 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) 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.

(b) Each unit has the flexibility to develop a process for scheduling
nurses for the total amount of rest and meal periods set forth in
subsections B.1 and B.2 above, subject to the following:

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

ii. The preferred approach is to relieve nurses for two (2) fifteen-
(15-) minute rest periods and one (1) thirty- (30-) minute meal
period within an eight- (8-) hour shift, but other options,
consistent with applicable law, may be explored; and

iii. If a nurse is not able to take a thirty- (30-) minute uninterrupted
meal period, the nurse will be paid for such thirty (30) minutes.
If a nurse follows department protocol for preventing
interruption and the meal period is still interrupted, the nurse
shall be entitled to additional meal period time equivalent to the
amount of time spent interrupted. The nurse must inform his or
her supervisor if the nurse anticipates he or she will be or
actually is unable to take such thirty- (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.

C. A nurse and the Medical Center may agree to a work schedule, other than those involving a basic workweek or basic workday. If either the nurse or the Medical Center intends to terminate such schedule agreement, the other will be given as much advance notice as is reasonably possible.

A. Overtime compensation shall be paid at one and one-half (1½) times the nurse’s regular straight time hourly rate of pay for all hours worked in excess of:

1. Eight (8) consecutive hours, or eight (8) hours in each The hours of the scheduled shift of eight (8) hours or greater, or basic workday, except that hours worked in a prior workday because of a change in shift beginning time shall not be treated as overtime hours (This subsection shall not be used as a basis for changing a nurse’s scheduled starting time, without the nurse’s consent), or

2. Forty (40) hours in each basic workweek, or

3. In lieu of section C 2 above and consistent with the requirements of the Federal Wage and Hour Act, Fair Labor Standards Act, eighty (80) hours in
a two week pay period, when a work schedule of eighty (80) hours in fourteen (14) consecutive days has been properly established adopted, or

4. Those hours agreed to when different work schedules are selected under C above, except that hours worked in excess of thirty-six (36) hours in each workweek shall be paid at the overtime rate for (a) a nurse whose schedule consists exclusively of three (3) days each week, with each workday consisting of a twelve- (12-) hour shift, or (b) a night shift nurse whose schedule consists exclusively of four (4) days each week, with each workday consisting of a nine- (9-) hour shift, provided in either situation that during the workweek the nurse works such number of days on the applicable shift.

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 9 – SCHEDULING

A. Work schedules shall be prepared for twenty-eight (28) day or monthly periods and will be posted at least two (2) weeks prior to the beginning of the scheduled period. A unit may opt to post the schedule for the two (2) scheduling periods that include Thanksgiving, Christmas and New Year’s.

1. At the time of initial posting, the Medical Center will schedule nurses for at least every other weekend off, or for two (2) consecutive weekends off after every scheduled weekend in the case of each full-time or part-time nurse who has been continuously employed by the Medical Center as a nurse for twenty (20) or more years, unless (a) a nurse agrees to be scheduled for any of such weekends or (b) scheduling is based on rotation of holiday work and an observed holiday falls on a weekend.

(a) When the Medical Center determines that it is reasonably feasible, consistent with staffing needs and patient care needs, the Medical Center will not require full and part-time nurses with at least twenty-five (25) years of continuous employment by the Medical Center as a nurse or twenty-five (25) years for Operating Room nurses, to work weekend shifts or full and part-time nurses with at least twenty-five (25) years of continuous employment by the Medical Center as a nurse to take mandatory call-back rotation in those units where being on-call is a requirement.

(a)

i. Notwithstanding subsection (a) above, the Medical Center will not schedule full-time and part-time nurses for shifts (excluding standby shifts) more than once every four (4) consecutive weekends if they have been continuously employed by the Medical Center as a nurse for thirty (30) or more years.
2. After the schedule is posted, a nurse will not be required to work an unscheduled weekend, except in emergencies, on which occasions Appendix A, Section L, will apply in accordance with its terms.

B. Nurses who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment, shall either: (1) perform any nursing work to which they may be assigned, or (2) if nursing service determines after consultation with the nurse that he or she is unqualified for the temporary assignment, then the nurse may elect to take the day off with PTO or as mandatory low census without pay. Except in emergencies, the nurse’s temporary assignment will not be to a unit where the nurse has not been oriented and no nurse familiar with the unit will be available during the assignment. When the Medical Center is unable to utilize such nurse and the reason for lack of work is within the control of the Medical Center, the nurse shall be paid an amount equivalent to four (4) hours, or one-half (½) the scheduled hours of the shift canceled if that number is greater than four (4), times the straight-time hourly rate plus applicable shift, certification and Clinical Ladder differentials; provided, however, that a nurse who was scheduled to work less than four (4) hours on such day shall be paid the nurse’s regularly scheduled number of hours of work for reporting and not working through no fault of the nurse.

The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before the nurse’s scheduled time to work. It shall be the responsibility of the nurse to notify the Medical Center of the nurse’s current address and telephone number. Failure to do so shall preclude the Medical Center from the notification requirements and the payment of the above minimum guarantee. If a nurse is dismissed and is not notified before the start of the next shift that he or she would have otherwise worked, he or she shall receive four (4) hours’ pay in accordance with the provisions of this section.
C. Nurses will not be regularly scheduled to work different shifts, except that for the purpose of participation in an educational program, any nurse may agree to be regularly scheduled to work different shifts. Upon completion of the nurse’s agreed-upon participation in such program, the nurse will be reinstated in the nurse’s former regular shift. If more nurses within a unit request to be so scheduled than the Medical Center determines to be appropriate for its operations, preference will be given to the earliest of such requests.

Nurses will not be required to work more than three (3) consecutive twelve- (12-) hour shifts without their consent.

D. Nurses should notify the Medical Center of any unexpected absence from work as far in advance as possible, but at least two and one-half (2½) hours before the start of the nurse’s shift.

E. Per Diem Nurse Scheduling.

1. A per diem nurse must be available for at least four (4) open shifts during each twenty-eight (28) day or monthly schedule period, which may include any open shifts of between four and twelve hours in length, at the nurse’s discretion. All contiguous hours worked less than 12 hours will be considered one shift for scheduling purposes. Per diem nurses may choose to work any four (4) hour segment of any open shift at their discretion. Priority will be given to per diem nurses who are picking up an entire shift over a partial shift;

2. A per diem nurse may completely opt out of one (1) work schedule each calendar year, provided the nurse notifies the Medical Center in advance of the preparation of the work schedule;
3. The four (4) available shifts must include any two of the following: weekend, evening, night, holiday, and/or standby or on-call shifts as assigned by the Medical Center, if those shifts are regularly scheduled in the unit where the nurse is to be assigned, nurse’s hired home unit and provided they are available;

4. At least one (1) of the assigned-available shifts in a calendar year will be on a holiday, which shall be chosen at the nurse’s discretion, and the holiday will be rotated between winter (New Year’s Day, Thanksgiving Day, or Christmas Day, or Martin Luther King Jr Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day), in alternate calendar years (for per diem nurses in units or departments with standby scheduling on holidays, one [1] holiday standby shift will apply); and

5. The per diem nurse must meet the nurse’s hired home patient care unit’s education requirement for the year.

6. A per diem nurse who has averaged twenty-four (24) or more hours of work per week during the preceding twelve (12) weeks may apply in writing for reclassification, except that a per diem nurse employed on a temporary basis to replace a nurse on an approved leave of absence will not be eligible for this reclassification. An eligible nurse applicant will be reclassified as of the next schedule to be posted to a regular part-time or full-time schedule, as appropriate, closest to the nurse’s work schedule (including shifts and units) during the preceding twelve (12) weeks. A nurse who is reclassified under this paragraph will not be eligible to return to per diem status for one (1) year from the date of reclassification.

F. Unit Based Scheduling

1. The Medical Center and Association-Union will allow unit based staff scheduling for any unit that has a consensus of the unit’s nurses for this
Within ninety (90) days of ratification, the topic of inequality between shifts in relation to unit based scheduling and pattern scheduling will be discussed at Task Force which may, for example, explore pilot programs in designated units.

2. A nurse or team of nurses from the unit may take and maintain responsibility for assigning nurses into the unit core schedule, as determined by the Medical Center, according to the provisions of this agreement.

3. Units making use of this provision will determine their scheduling process, and assignment of the nurses into the core schedule will be a fair and equitable process. This process will have been agreed upon by members of the unit, including the nurse manager, and with notification by the ONA/Medical Center Task Force. If a nurse has a concern about the scheduling process that has not been adequately addressed on the unit level, that nurse may raise the issue with the ONA/Medical Center Task Force.

4. Prior to posting, if changes are necessary for balance and skill mix, such changes will be made through voluntary moves to the extent possible.

5. After the nurses schedule themselves, the manager (or designee) will ensure the schedule is balanced and meets the skill mix needs of the unit, or will make changes to adjust the schedule accordingly.

5. Each unit shall have a mechanism for tracking the quantity and frequency of changes made to nurse schedules and develop guidelines for making schedule changes. Tracking mechanisms and guidelines for mandatory schedule changes will be available for nurses to review.
5.6. The Association Union agrees that the nurse manager for such units has final approval for each monthly schedule in a manner that is not arbitrary or capricious nor in violation of any provision of this agreement.

MEMORANDUM OF UNDERSTANDING—
DEVELOPMENT OF PATTERN SCHEDULING

A. H. Pattern Scheduling. At the written request of thirty percent (30%) of staff nurses or twenty (20) staff nurses on the unit or in a department (or by shift if determined to be operationally feasible) the Unit Based Council shall be convened within one (1) month of the request to address the creation of a pattern scheduling system for that shift, unit or department using the method below.

1. The Medical Center, in accordance with Article 11 SB469 (2015), and applicable law, will identify the core staffing needs and the number of nurses needed per shift, including the number of pattern schedules and flexible variable schedules on which to bid.
   a. A pattern schedule is defined as a preset repeating schedule.
   b. A variable schedule is defined as a schedule without a repeating sequence. Variable schedules will follow the same weekend requirements outlined in Section A.

2. The Unit Based Council or designated staff solicits the top three (3) schedule pattern choices of each RN on the unit, shift, or department.

3. The Unit Based Council or designated staff develops at least one (1) pattern schedule (based on seniority preference and with nurses identified on the pattern/schedule) on which the unit may vote. The unit, shift, or department will vote to approve the schedule proposed by UBC. A two-thirds vote is required to submit the schedule for management approval. If
the vote does not demonstrate majority support, the process will be referred back to UBC for further consideration.

4. If approved by the manager, the selected pattern shall be implemented within two (2) schedule periods. The manager will not withhold approval for arbitrary or capricious reasons.

No such system will be implemented without approval by both the unit manager and the majority vote of the nurses on the unit. Any such pattern scheduling system will adequately address, at a minimum:

a. Scheduling that is as predictable and regular as possible with regard to the days of the week to be scheduled and worked over the course of a pay period or a scheduling period as defined in Section A of Article 9. UBC may develop a method for nurses on variable schedules to make schedule requests.

b. Adhering to the weekend and holiday scheduling provisions of Article 9 unless the unit unanimously votes to suspend them. Such unanimity may be signified by a vote, signed letter or petition that is provided to both the unit manager and the Union Association.

c. A method to adapt any pattern schedule to meet changing patient and operational needs, including a method for the nurse manager to adjust the pattern/schedule on a case-by-case basis.

d. A method for nurses to bid into the patterns that are created and posted based on the provisions of Article 22 – Seniority.

e. Charge Nurses may also have a pattern or predictable schedule template, separate from staff nurse patterns, that meets the
leadership needs of the unit.

B. In order to facilitate the implementation of pattern schedules, a unit may choose to temporarily suspend the process on that unit by which intermittently employed nurses who average twenty-four (24) or more hours of work per week in a twelve-(12-) week period, as set forth in Article 2(A)(12), for a period of no more than six (6) months.

CJ. If necessary to implement a pattern schedule on a particular unit, the Medical Center may post positions whereby a nurse would work different shifts notwithstanding the provisions of Article 9, Section C.

K. Maintaining Pattern Schedules and Guidelines.

1. The unit manager or designee shall be responsible for maintaining patterns, review, and posting patterns following vacancies.

2. Once the pattern schedule is implemented, no changes will be made to the nurses pattern, unless approved by the nurse. There shall be no mandatory changes to a schedule, outside of the pattern, unless volunteers have first been solicited. The schedule change and related reasons must be communicated verbally to the impacted nurse prior to posting, and such changes shall not be arbitrary or capricious.

3. When a pattern becomes vacant, the pattern will be posted to staff by email for bidding for 7 days. UBC may establish additional posting methods. The vacant pattern will be posted within a reasonable period of time following the vacancy.

4. An FTE vacancy shall be posted separately from the schedule pattern.

5. Nurses can only bid on schedule patterns that match their FTE and start time.
6. Nurses filling vacancies will be assigned either a variable schedule or a vacant available schedule pattern.

7. Staff will be notified of the successful candidate for vacant scheduling patterns. A log of schedule pattern vacancies and the successful bidder will be maintained and made available to staff.

8. Staff may trade a pattern for a temporary period of time, subject to manager approval and consistent with scheduling guidelines. Such trades shall not exceed 12 weeks. Nurses may also trade individual shifts.

9. Pattern schedules shall not apply during weeks with observed holidays.

D. For the duration of this Agreement, the development and implementation of pattern schedules will be a standing agenda item for the ONA-PPMC task force.
ARTICLE 10 – FLOATING

A. All nurses on a unit may be required to float to another unit in the Medical Center, although the Medical Center will endeavor to minimize floating when reasonably feasible. When the Medical Center determines that floating is needed:

1. Nurses will only be floated first within their cluster (where they exist) unless mutually agreed upon by the registered nurse and oriented per Section A(3) below. The clusters are:
   - Med-Surg
   - Emergency Department
   - Critical Care
   - Mental Health
   - Surgical Services
   - Maternity/NICU

The Medical Center and the Union may amend the clusters by mutual agreement. The Medical Center will keep the Professional Nursing Care Committee (PNCC) informed with regard to clusters as they exist and are changed, and will take comments and suggestions from PNCC on proposed changes.

2. Registered Nurses shall be floated only to work environments for which they have been oriented. For the purpose of this article, “oriented” means that the registered nurse has received basic information needed to work on the unit. Nurses will receive or have been previously given information needed to work on the unit, including the layout of the unit, codes and passwords, and location of supplies, and essential work protocols applicable to that unit.

3. Nurses required to float within the Medical Center will receive orientation appropriate to the assignment/unit. Orientation will occur before the
registered nurses assumes patient care duties on the unit to which they have been floated. In consultation with the registered nurse, the manager will schedule orientation and training prior to the floating of the registered nurse to their unit. Length of orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which the nurse will be assigned. Nurses who volunteer to float outside of their cluster may schedule orientation and training with the manager of the unit to which they would float prior to taking the float assignment.

4. Each Unit, in consultation with the registered nurses from the unit (UBC if they have one) will develop its own written orientation guidelines for registered nurses who float to their unit. Such guidelines will be available for viewing on each unit. Guidelines will be posted on the PPMC Nursing SharePoint page for ease of viewing.

5. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately inform escalate up the chain of command, beginning with the charge nurse, who will assign the nurse a different task or procedure consistent with the nurse’s skills and competencies.

6. All Registered nurses who are floated will be supported by a nurse and/or charge nurse from the unit’s primary staff for clinical guidance.

7. In determining patient assignments, the charge nurse will consider the fact that a nurse is floating to a unit for only four (4) hours, and thus should receive an appropriate assignment, in addition to the other factors normally considered.

B. Floating Requirements:
1. Nurses will generally be floated on a rotational basis, unless the charge nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation.

2. When the Medical Center requires a registered nurse to float, the nurse will not have more than two distinct patient assignments during their eight (8) or twelve (12) hour shift. The Medical Center will not require a nurse to float on an eight (8) or twelve (12) hour shift to more than two (2) distinct patient assignments, except for unusual or emergent situations.

3. All units not defined in the clusters above shall not be required to float outside of their department, unless agreed upon by the registered nurse and oriented per section A above.

4. Registered Nurses shall only be required to float to patient assignments that are similar to those assignments in their primary care area, for skill mix purposes.

2.1. In determining patient assignments, the charge nurse will consider the fact that a nurse is floating to a unit for only four (4) hours, and thus should receive an appropriate assignment, in addition to the other factors normally considered.
ARTICLE 11 – STAFFING

A. Minimum Staffing. The Medical Center and the Union agree that quality patient care is the parties' most important priority and staffing levels should permit the delivery of safe, transformative patient care. Staffing plans shall provide for adequate, appropriate, and quality delivery of health care services, and they shall protect patient and nurse safety. The employer shall comply with the minimum standards set forth in Oregon's Hospital Nurse Staffing Law.

1. There shall be an appropriate complement of ancillary and support staff, consistent with each unit’s HNSC approved staffing plan.

2. Minimum Staffing ratios per Oregon’s Nurse staffing law shall be maintained throughout each shift, including during meal periods and rest breaks. Staffing plans shall be compliant with the law's minimum staffing ratios, and they may include provision for additional nurses as needed based on nursing intensity and patient acuity.

A.B. Concerns. Staffing Request Documentation Form (SRDF). Nurses are encouraged to raise any staffing concerns, without fear of retaliation. For specific staffing concerns, the Medical Center will make available a form that is mutually-agreeable to the Medical Center and the Association. Nurses will leave completed forms in a designated place, and the Medical Center will not discourage the reporting, documentation and submission of such forms. A copy of Staffing Request Documentation Form (SRDF) such reports received by the Medical Center will be provided to the Association, the Hospital Nurse Staffing Committee (“HNSC”), a member of the PNCC designated by the Association, and the appropriate unit manager. No nurse shall suffer reprisal for raising any staffing concerns.

B.C. The Hospital Staffing Plan.

1. The Medical Center is required under ORS 441.155 and OAR 333-510-0110 and any subsequent version of the Oregon Nurse Staffing Law, to maintain a written hospital-wide staffing plan for nursing services, which may include mechanisms, decision-making tools and/or techniques for
each unit to determine its appropriate staffing such that the hospital is
staffed to meet the health care needs of patients;

2. The plan must generally be developed, monitored, evaluated and modified
by the HNSC, a hospital nurse staffing plan committee (“the Hospital Nurse
Staffing Committee”).

C.D. The Hospital Nurse Staffing Committee. The parties will acknowledge the
legal requirements set forth in ORS 441.154 and OAR 333-510-0105, the
Oregon Nurse Staffing Law, including its enforcement mechanisms. The parties agree
to the following specific contractual provisions:

1. The Hospital Nurse Staffing Committee will be comprised of an equal
number of Medical Center nurse managers and direct care registered
nurses as its exclusive membership for decision-making. Hospital Nurse
Staffing Committee meetings are open to any observer from the direct
care nursing staff (including a liaison from the Professional Nursing Care
Committee and/or an Association Representative);

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

3. Term or time on the Hospital Nurse Staffing Committee will be two years
and will include Specialty Areas members as set by the Hospital Staffing
Plan Committee, and will include rotational terms and the ability of nurses
to serve multiple terms. One direct care registered nurse representative
will serve as the committee co-chair, and one direct care registered nurse
representative, who serves on a different term rotation, will serve as the
alternate co-chair. New direct care registered nurse representatives
will receive no less than two paid hours of orientation, which may take
place at the last committee meeting of the year, before beginning their terms on the committee.

4. The decision-making process for the Hospital Nurse Staffing Committee will generally be by consensus.

5. The Medical Center has defined the following specialty areas and will include at least one (1) direct care registered nurse from the following specialty areas on the Hospital Nurse Staffing Committee (subject to change upon the consensus of the Hospital Nurse Staffing Committee):
   (a) Medical;
   (b) Surgical;
   (c) Cardiology
   (d) Critical Care;
   (e) Perioperative;
   (f) Perinatal/Neonatal;
   (g) Oncology
   (h) Behavioral Health;
   (i) Emergency Services.

6. Any nurse or nurses desiring staffing changes on their unit will meet with the unit manager or Hospital Nurse Staffing Committee direct care representative to discuss such requested changes. If the
issues leading to the requested changes remain unresolved, a nurse or nurses may bring those concerns to the attention of the Hospital Nurse Staffing Committee.

7. HNSC direct care registered nurse representatives will be provided with the following for each unit within their specialty area:
   
   a. Access to UBC site
   b. Access to all Staffing Plan drafts
   c. Access to all unit nurse staff member email distribution lists

6.8. Meetings.

   (a) The meetings of the Hospital Nurse Staffing Committee will be co-chaired by one direct care registered nurse and one nurse manager.

   (b) The Hospital Nurse Staffing Committee will determine how often it needs to meet to achieve its duties, but the Committee will endeavor to meet no less than every other month.

   (c) The members of the Hospital Nurse Staffing Committee will be paid for the time spent during meetings, preparation and follow-up time, and communication with units included in their specialty areas up to a maximum of thirty-six twelve (3612) hours quarterly, except that the RN co-chair may use up to a maximum of forty-eight sixteen (4816) hours quarterly.

   (d) Minutes of the meetings will be taken and will be available for review by all nurses on the Providence Portland Nursing website within one week a month following the meeting.
(d)(e) The annual schedule for meetings will be set in advance, including a calendar of plan approval dates set in January or February of each year, and available for review by nurses on the Providence Portland Nursing website.

(e)(f) The names of the members of the Hospital Nurse Staffing Committee and their respective units to be represented will be communicated to the nurses on the Providence Portland Nursing website.

(f)(g) Nurses and/or representatives of the Association-Union may request time on the agenda at the Hospital Nurse Staffing Committee to raise issues or concerns.

(g)(h) The Hospital Nurse Staffing Committee will be asked to develop a plan to educate nurses on its role and responsibilities.

E. Direct Care Nurse Feedback.

1. Direct Care nurses shall be given an opportunity to provide input on which acuity tool and factors shall be used in determining safe staffing levels. Acuity tools may be EMR based.

2. The unit staffing plan will be posted within 7 calendar days to the unit webpage and HNSC web page following approval by the HNSC.

F. Minimum Staffing Violations. If the unit staffing falls below its minimum registered nurse staffing, each nurse working on the unit will be paid a differential of $15/hour or more for the time worked below minimum staffing. The aggregate incentive for nurses on the unit shall be no less than the cost of providing an additional nurse or
nurses in accordance with the unit’s staffing plan, inclusive of premiums and differentials.

G. **Staffing Effectiveness.** The Medical Center and the Union are committed to adequate nurse staffing on each unit in order to meet the patient care requirements and promote a healthy work environment. To that end, the Medical Center and the Union will follow the below practices:

1. **Notice of Leave of Absence:** Upon notice of a leave of absence, the Medical Center will demonstrate its commitment to adequate staffing by posting any resulting shift vacancies prior to each scheduling posting or during the current schedule period.

2. **Registered Nurse Staffing Updates:** Upon request by the Unit Based Council (UBC), the Medical Center will share information about registered nurse FTEs and vacancies.

3. **Publication of vacant shifts:** The hospital will maintain a list of all current vacant shifts house wide. Such list will be accessible to staff for review and to volunteer for vacancies of four (4) hours or more.

H. **Patient Capacity Concerns.** The Medical Center, in collaboration with Charge Nurses, will consider factors such as patient acuity, skill mix, admissions, discharges, transfers, and staffing plan guidelines. If a registered nurse has concerns about staffing, they will escalate said concerns to the charge nurse, unit leadership, hospital supervisors, and/or others to problem solve staffing and capacity constraints in order to meet patient care and community needs while complying with unit staffing plans and minimum staffing standards. The Charge nurse will play an instrumental role in problem solving capacity concerns, and their input will be sought in the decision-making process.

I. **Staffing for Rest Breaks and Meal Periods:**
1. **Break Relief Nurses:** A Break Relief Nurse is a nurse responsible for relieving employees from their patient assignments for their rest breaks and/or meal periods. The Break-Relief Staff Nurse shall not have a permanent patient assignment.

2. Each unit's staffing plan will provide a mechanism for the effective provision of breaks and lunches that complies with minimum staffing requirements in units that do not have a census of zero (0) during lunches and breaks.

3. The adequacy of break relief coverage will be evaluated annually through the HNSC by reviewing missed meal and missed break data for each unit.
ARTICLE 12 – EMPLOYMENT STATUS

A. Discipline. The Medical Center shall have the right to suspend, discharge and discipline nurses for proper cause. Disciplinary action may include verbal warning, written warning, suspension without pay, or discharge. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these disciplinary steps. Consistent with the principles of proper cause, the Medical Center will consider the nature of the offense and the time periods between offenses in determining the level of progressive discipline. A nurse will also be permitted to submit to their personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.

B. Removal of Materials. After four-two (24) years, if no further disciplinary action for the same infraction is applied, the employee may submit a written request seeking that and such written disciplinary notices shall be removed from his/her their file. Providence may keep a copy of disciplinary notices in a separate confidential litigation file if it chooses to do so. Any removal of material from the personnel file shall be at the sole discretion of the Chief Nursing Officer and Human Resources Director.

C. Disciplinary Meetings. It is the Medical Center’s intent to conduct disciplinary discussions and have discussions regarding a specific nurse’s performance in private. Similarly, if the Medical Center posts information about nurses’ practice (e.g., such as bar coding), it will be done without any names. If any nurse or group of nurses on a patient care unit have concerns about how information is being shared, the nurse(s) are encouraged to share that concern with the unit manager, the PNCC, and/or the members of the Nursing Task Force, for discussion and resolution. A nurse has the right to request a representative of the Union to be present for an interview by the Medical Center as part of an investigation that could lead to discipline.
D Disputes Regarding Discipline. A nurse who feels they have been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under Article 19, Grievance Procedure.

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

FC. Attendance. Unplanned and unreported absences, including tardiness or partial day absences, may result in disciplinary action up to and including termination. Nurses are expected not to exceed a total of ten (10) five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period. Consecutive day absences for the same reason are counted as one (1) occurrence. Unplanned absences related to family medical leave, military leave, work-related illness or injury, jury duty, bereavement leave and other approved bases are not counted as occurrences under this policy, unless related to an intermittent leave and the employee does not appropriately communicate the time off as intermittent leave, in accordance with the Medical Center’s practice or instructions. Nurses are expected to give notice of the need for time away whenever possible. A nurse who is absent from work for three (3) consecutive working days without notice to the Medical Center is subject to discipline, suspension or discharge.

N. Absence without notice. A nurse who is absent from work for three (3) consecutive working days without notice to the Medical Center is subject to discipline, suspension or discharge.

GD. Hire, Promotion, Transfer. The Medical Center shall have the right to hire, promote and transfer nurses, except as expressly limited by the Agreement.
H. Introductory Period. A nurse employed by the Medical Center shall be considered introductory during the first one hundred eighty (180) calendar days of employment. If a nurse is terminated by the Medical Center during the introductory period, but after one hundred twenty (120) calendar days of employment, and the nurse has not been given a written evaluation after sixty (60) calendar days of employment and before completion of one hundred twenty (120) calendar days of employment, then the Medical Center shall give the nurse no less than three (3) weeks' notice of termination of employment or pay in lieu thereof for any part of the three-week period for which such notice was not given, unless the termination is for violation of professional nursing ethics. The preceding notice provision, when applicable, is in place of the notice provisions in Section F below.

I. Notice of Resignation. Nurses shall give the Medical Center not less than two (2) weeks' notice of intended resignation.

J. Notice of Termination. The Medical Center shall give nurses no less than two (2) weeks' notice of termination of employment. If less notice is given, then the Medical Center will provide pay in lieu thereof for any days which would have been worked within that part of the two- (2-) week period for which such notice was not given; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics.

H. Disputes Regarding Discipline. A nurse who feels he or she has been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under Article 19, Grievance Procedure, except as limited in Section A therein. A nurse will also be permitted to submit to his or her personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.
K1. Review of Performance Following Discipline. Upon request from a nurse who has received discipline, the Medical Center will review the nurse’s performance and provide a written summary addressing the nurse’s efforts at resolving the issues that led to the discipline. In responding to such requests, the time between the original disciplinary action and the nurse’s request for a follow up review may be taken into account and reflected in the summary. The statement will be given to the nurse and placed in the nurse’s personnel file.

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

MK. Personnel File. A nurse may review the contents of his/her personnel file upon request, in accordance with ORS 652.750. A nurse will also be permitted to submit to his/her personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.

NL. Exit Interview. A nurse shall, upon request if he or she so requests, be granted an interview upon the termination of the nurse’s employment.

OM. Assignment. A nurse who is scheduled to work shall not be assigned to other than that nurse’s scheduled working assignment because of the use of unscheduled nurses. The preceding sentence shall not apply if it would result in a nurse in the latter
category being assigned to work for which such nurse is not qualified; however, when such nurse(s) is needed, the Medical Center shall make a reasonable effort to obtain a nurse who is qualified.

N. Absence without notice. A nurse who is absent from work for three (3) consecutive working days without notice to the Medical Center is subject to discipline, suspension or discharge.

O. Disciplinary Meetings. It is the Medical Center’s intent to conduct disciplinary discussions and have discussions regarding a specific nurse’s performance in private. Similarly, if the Medical Center posts information about nurses’ practice (e.g., such as bar coding), it will be done without any names. If any nurse or group of nurses on a patient care unit have concerns about how information is being shared, the nurse(s) are encouraged to share that concern with the unit manager, the PNCC, and/or the members of the Nursing Task Force, for discussion and resolution. A nurse has the right to request a representative of the Association to be present for an interview by the Medical Center as part of an investigation that might lead to discipline.

P. Video Surveillance. There will be no video surveillance cameras placed where employees have a reasonable expectation of privacy.
ARTICLE 14 – LEAVES OF ABSENCE

A. **Protected Leaves.** Paid Leave Oregon (PLO), Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA), parental, and workers’ compensation leaves of absence will be granted in accordance with applicable law.

B. **Paid Leave Oregon.** For the full duration of a regular nurse’s approved leave of absence under Paid Leave Oregon (PLO)/Oregon Family Medical Leave Insurance (OFMLI), The Medical Center will top-off wage replacement to 100% of the regular nurse’s regular rate of pay including applicable shift, certification, and clinical ladder differential at the time of the leave, without the nurse’s use of PTO or EIT hours. Such top off shall also apply to short-term disabilities as a result of job-related injuries.

A.C. **Leaves Without Pay (Non-Medical).** Leaves of absence without pay may be granted to regular nurses, who have been continuously employed for at least six (6) months, at the option of the Medical Center for good cause shown when applied for in writing in advance, except that no leaves of absence for extended professional study purposes will be granted between June 1 and September 1 each year unless it is an approved Providence Bachelors of Science of Nursing Program with a leave requirement. Leaves of absence will be granted only in writing. However, a nurse will be deemed to be on a leave of absence from the beginning of any approved period of unpaid absence, other than layoff, regardless of the completion of paperwork under this section.

B.D. **Medical Leaves.**

1. **Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA).** Parental, family medical, and workers’ compensation leaves of absence will be granted in accordance with applicable law. The Medical Center will permit a nurse who is approved for leave FMLA/OFLA leave to use accrued EIT for him/herself and/or qualifying family members, as outlined in the provisions of leave laws and this section.
2.1. Medical Leave of Absence. Regardless of eligibility for leave under PLO, FMLA or OFLA and nurses who have completed the first six (6) months of employment are eligible for up to six (6) months of leave to care for their own serious health condition (including maternity). Such leave will not be taken on an intermittent basis, unless approved in writing. Time taken under FMLA or OFLA will count toward the six-month maximum. Benefits will continue as required under FMLA, or as long as the nurse is using STD, PLO, PTO or EIT. Nurses are not guaranteed reinstatement while on non-FMLA or non-OFLA medical leave to the same position except (a) as required by law or (b) as stated in Section I (“Return from Leave”) below.

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

D.F. Mission Leave. Any nurse may request a personal leave of absence for the purpose of medical mission work. The nurse will provide documentation demonstrating that the work is in furtherance of Providence’s mission. Such leave will be granted only with the approval of the nurse’s manager. The nurse may use PTO during the time of the leave, or, with manager approval, take the leave unpaid.

E.G. Benefits While on Leave. A nurse will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence. A nurse’s anniversary date for purposes of wage
increases and vacation accrual rates shall not be changed because of being on a leave for thirty (30) days or less.

F. H. Bereavement Leave. A regular nurse who has a death in the nurse’s immediate family will be granted up to three (3) days time off with pay, as follows: up to three (3) days will be paid when the days that the nurse needs to be absent fall on the nurse’s regular workdays to attend a funeral or memorial service of a member of the nurse’s immediate family (provided that the leave is taken within a reasonable time of the family member’s death). A member of the nurse’s immediate family for this purpose is defined as the parent, grandparent, mother-in-law, father-in-law, spouse, child (including foster child), grandchild, sister, or sibling brother of the nurse; parent, child, or sibling of the nurse’s spouse; spouse of the nurse’s child; the parent of the nurse’s minor child; or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships. Consistent with OFLA, nurses may be off work for up to two (2) weeks as a result of the death of a family member. Nurses may use accrued leave to cover time off work beyond the three (3) days referenced in this section or they may elect to take additional time off unpaid.

G. Jury Duty. A nurse who is required to perform jury duty will, if he or she requests, be rescheduled to a comparable schedule on day shift during the Monday through Friday period and be permitted the necessary time off from such new schedule to perform such service, for a period not to exceed two (2) calendar weeks per year. A nurse who is required to perform jury duty will be paid the difference between the nurse’s regular straight-time pay for the scheduled workdays he or she missed and the jury pay received, provided that he or she has made arrangements with the nurse’s manager in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. A nurse must report for work if the nurse’s jury service ends on any day in time to permit at least four (4) hours’ work in the balance of the nurse’s normal workday.
H. Appearance as a Witness. Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Medical Center, involving their duties at the Medical Center, during their normal time off duty will be compensated for the time spent in connection with such an appearance as follows: They will be paid their straight-time rate of pay, not including shift differential, provided that the subpoenaed nurse notifies the Medical Center immediately upon receipt of the subpoena. Such pay will not be deemed to be for hours worked. They will also be given, if they so request, equivalent time off from work in their scheduled shift immediately before or their scheduled shift immediately after such an appearance, provided that the subpoenaed nurse makes the request immediately upon receipt of the subpoena.

I. Return from Leave.
   1. A nurse who continues to be absent following the expiration of a written leave of absence, or emergency extension thereof granted by the Medical Center, is subject to discipline, suspension or discharge.

   2. The following provisions apply to leaves other than those under PLO, FMLA, OFLA, Short Term Disability, and workers’ compensation: Upon completion of a leave of absence of sixty (60)ninety (90) days or less, the nurse will be reinstated in the nurse’s former job (including position, unit, shift and schedule). Upon completion of a leave of absence of over sixty (60)ninety (90) days, the nurse will be offered reinstatement to the nurse’s former job (including position, unit, shift and schedule), if an equivalent vacancy existssuch job has not been filled. If no equivalent vacancy existssuch job has been filled, the nurse will be offered a Per Diem position on the same unit and given preference for a vacancy for which the nurse applies in the same or a lower position on the nurse’s former shift which the nurse is qualified to fill. and, if the former job thereafter becomes
available within one hundred fifty (150) days of commencement of such
leave, preference upon application for the nurse’s former job (including
position, unit, shift and schedule). The layoff provisions of Article 23 of
this Agreement are not applicable to a nurse who is eligible for
reinstatement, but has not yet been reinstated, under the preceding two
sentences; except for purposes of the recall provision. Under the recall
provision, such a nurse’s position for recall from among the nurses eligible
for recall will be determined as if the nurse was laid off in accordance with
his/her seniority.

(Leaves of absence for educational purposes are also referred to in the
Professional Development article of this Agreement.)
ARTICLE 15 – HEALTH AND WELFARE

A. Reopener to Negotiate Medical Benefits:
The parties agree to reopen negotiations not later than 90 days prior to May 1, 2024 to bargain over medical benefits. If the parties are unable to satisfactorily conclude such negotiations by May 1, 2024, the provisions of Article 18 shall be suspended until an agreement can be reached.

B. Changes for 2024 Plan Year
The Employer shall provide the Healthcare Incentive subsidy to all bargaining unit nurses and their dependents, regardless of their participation in the Employer's Virgin Pulse program or similar programs. Participation in Virgin Pulse or similar programs shall be voluntary.

The Employer’s plans shall provide 100% coverage for out-of-pocket costs related to outpatient mental health services. If there is a delay greater than 30 days to access in-network mental health services, Providence will reimburse out-of-pocket expenses for out-of-network coverage at 100% of the cost to the registered nurse or their family/dependent healthcare member. If a medical provider moves from in-network to out-of-network during the term of health plan member’s treatment, coverage will be provided at the in-network coverage rate for the duration of the treatment.

A.C. Laboratory examinations and prophylactic treatments, when indicated because of exposure to communicable diseases at work, shall be provided by the Medical Center without cost to the nurse.

B.D. The Medical Center will provide annual complete blood count and sedimentation rate determination, basic metabolic panel, and urinalysis at no cost to the nurse. A nurse, upon request, will be furnished a copy of all results of the aforementioned tests.
C.E. The Medical Center will provide Group Life Insurance on the same terms as provided to a majority of the Medical Center’s other employees.

D.F. 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 and Section A above. From the Providence benefits program, the nurse will select: (1) medical coverage (Health Reimbursement Medical Plan, or Health Savings Medical Plan, or the EPO plan): effective January 1, 2020, the EPO Plan will be added as a third-plan option, (2) dental coverage (Delta Dental PPO 1500 or Delta Dental PPO 2000), (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.

F.E. 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.

G.F. Providence will provide a short-term disability and paid parental leave benefit effective with the pay period beginning Sunday, January 5, 2020. Short-term disability and paid parental leave will be paid at sixty-six and two-thirds percent (66.67%) of the employee’s base-regular rate of pay plus including applicable shift, certification, and clinical ladder differential at the time of the leave, all applicable shift的不同ials provided under Appendix A, at the time of use.

Beginning the first full pay period in 2024, Providence will provide a short-term disability and paid parental leave benefit for 12 weeks at 100% pay including applicable shift, certification, and clinical ladder differential at the time of leave. For absences beyond 12...
weeks or absences that do not qualify for Paid Leave Oregon, short-term disability and paid parental leave will be paid for up to 26 weeks at sixty-six and two-thirds percent (66.67%) of the employee’s regular rate of pay including applicable shift, certification, and clinical ladder differential at the time of the leave at the time of use.

Leave and Benefits Navigation – Providence will provide in-person support for Caregivers experiencing difficulties completing and submitting paperwork and responding to requests for information from benefit administrators.

HG. For the term of this collective bargaining agreement, the Medical Center will not make any significant or material changes in the medical, dental, and vision insurance plan design with regard to (a) amount of the in-network net deductible (defined as deductible minus monetary contributions from the Medical Center for either the HRA or the HSA); (b) the percentage of employee medical premium contributions; (c) annual out-of-pocket maximums for in-network expenses; and (d) amount of spousal surcharge. The spousal surcharge will be the only such surcharge in the medical and dental insurance plan.

IH. For the term of the collective bargaining agreement the Medical Center will not charge or create any significant or material newly contemplated never-before charged fee for the medical, dental and visions insurance plans.

J. Record Keeping. The Medical Center shall maintain health insurance utilization data in a manner that identifies benefit election decisions and aggregate healthcare claims/utilization data for all ONA represented employees.

K. Opt-Out Stipend. Employees who opt-out of receiving medical coverage, per the terms of Section E above, shall be paid a stipend of two hundred and fifty dollars ($250) per month for months that they do not receive medical coverage.
ARTICLE 17 – ASSOCIATION UNION BUSINESS

A. The Medical Center will provide credentials for all duly authorized representatives of the Union to meet with nurses and observe their working conditions; provided, however, that the Union’s representatives will comply with the Medical Center’s security and identification procedures for contractors. 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 subject to general Medical Center and clinic rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

B. The Medical Center will provide the Association Union with designated bulletin board space of approximately two (2) feet by three (3) feet in each nursing unit, 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. Nurses who serve as delegates, cabinet members, bargaining team members or board members, stewards/unit representatives, of the Association Union or its parent (ANA) will be granted time off, up to a total of two hundred (200) hours for all such nurses, 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 cutoff date, when possible.

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) Access a bank of one hundred twenty (120) hours per calendar year, if the nurse’s accrued PTO account is then at eighty (80) hours or less. Nurses who access this bank of unpaid hours will be permitted to take time off without loss of PTO or EIT.

3. If more than three (3) nurses on the same unit and shift request time off pursuant to this section C for the same or overlapping periods of time, the Medical Center will determine whether all of the nurses’ requests 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. **The parties commit to the importance of participation of nurses in contract negotiations.** The members of the Association negotiating team will work with their managers to make good faith attempts to adjust their schedules to accommodate negotiations, including arranging for schedule trades. If they are unsuccessful, the parties will promptly discuss the issue to strive to mutually reach a solution to better ensure staff nurses are included in scheduled negotiations.

4. **The parties commit to the importance of participation of nurses in contract negotiations.** The members of the Union negotiating team will work with their managers to make good faith attempts to adjust their schedules to accommodate negotiations, including arranging for schedule trades. If they are unsuccessful, the Medical Center agrees it will release up to eight members of the negotiating team from scheduled shifts to attend negotiation sessions, and for the first twelve (12) bargaining sessions of each contract, without loss of pay, unless urgent patient care needs or operation needs arise in which case the Medical Center will notify the Union and the nurse of the emergent need to reschedule bargaining. **The parties will promptly discuss the issue to strive to mutually reach a solution**
to better ensure registered nurses are included in scheduled negotiations. Negotiation hours are not subject to the 200-hour limitation above.

D. The parties commit to the importance of participation of nurses in contract negotiations.

E.D. Stewards. Union stewards will be paid their straight time rate of pay for meetings with the Medical Center related to administration of this agreement. The Association-Union will supply the Medical Center with a list of designated Unit Representatives-Stewards from among the various units of the Medical Center.

E.E. The Medical Center will supply the Association-Union chair at the Medical Center and the Association-Union monthly, 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 per diem), 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 who terminated during the preceding month.

G.F. The Medical Center will post a seniority list, sorted by unit, on the Medical Center’s nursing intranet site three (3) times a year. The seniority list will include the name of each nurse and the nurse’s total number of seniority hours. The Medical Center will email the seniority list to the Union Chair and the ONA Labor Representative when it is posted to the intranet.
ARTICLE 19 - GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute by a nurse, a group of nurses, or the Union/over the Medical Center’s interpretation and application of the provisions of this Agreement. During a nurse’s probationary period, the nurse may present grievances under this Article to the same extent as a nurse, except that the question of a probationary nurse’s continued employment shall be determined exclusively by the Medical Center and shall not be subject to this Article.

A nurse or nurses who believes that the Medical Center has violated provisions of this Agreement is encouraged and expected to discuss the matter with the nurse’s manager before undertaking the following grievance steps. A grievance shall be presented exclusively in accordance with the following procedure:

- **STEP 1:** A nurse, a group of nurses, or a Union representative, at the behest of one or more nurses, will present the grievance on a Union-developed grievance form to the aggrieved nurse(s)’ unit manager within fourteen (14) days of when the Union or the nurse(s) knew or should have known of the violation. The unit manager (or designee), Union representative and the nurse(s) shall promptly meet at a mutually scheduled time, to discuss and attempt to resolve the issue. The unit manager shall respond to the Union representative in writing within fourteen (14) days from the date of the meeting. If the unit manager does not respond, the grievance will be considered denied effective fourteen (14) days from the date of the meeting. Group grievances, in which four (4) or more nurses are involved, will be initiated at Step 2, unless all nurses involved in the occurrence share the same unit manager, in which case the grievance shall be initiated at Step 1.

- **STEP 2:** If the grievance is denied, the Union or the aggrieved nurse(s) may appeal it in writing to the appropriate nursing director within fourteen (14) days of the unit manager’s denial. The nursing director (or designee), Union representative and the nurse(s) shall promptly meet at a mutually
scheduled time, to discuss and attempt to resolve the issue. The nursing director shall respond to the Union representative within fourteen (14) days from the date of the meeting. If the nursing director does not respond, the grievance will be considered denied effective fourteen (14) days from the date of the meeting.

- **STEP 23:** If the grievance is still denied, the Union or the aggrieved nurse(s) may appeal it in writing to the Chief Nursing Officer within fourteen (14) days of the nursing director’s denial. The Chief Nursing Officer (or designee), Union representative and the nurse(s) shall promptly meet at a mutually scheduled time, to discuss and attempt to resolve the issue. The Chief Nursing Officer shall respond to the Union representative within fourteen (14) days from the date of the meeting. If the Chief Nursing Officer does not respond, the grievance will be considered denied effective fourteen (14) days from the date of the meeting.

- **STEP 34:** Arbitration. If the grievance is still denied following Step 3, the Union may submit the grievance to an impartial arbitrator for determination by notifying the Medical Center in writing of such submission within fourteen (14) days of the Chief Nursing Officer’s denial. The arbitrator shall have the authority to award to the prevailing party the arbitrator’s fee, and any court reporting expenses (if the parties mutually agree to the services of a court reporter).

Only a nurse who was actually involved in the occurrence may present a grievance, unless (a) another nurse presents the grievance because the former nurse is mentally or physically incapable of doing so, or (b) any nurse who is a Union presents a group grievance where the occurrence actually involved at least four (4) nurses. Group grievances will be initiated at Step 2, unless all nurses involved in the occurrence share the same unit manager, in which case the grievance shall be initiated at Step 1.
• Step 1—If a nurse has a grievance, he or she may The grievance shall be presented in writing, (containing, to the best of the nurse's understanding, including the facts and Agreement provisions involved,) to the unit manager of the impacted nurse's manager within fourteen (14) days after the date when the nurse had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance, (ten [10] days after the date of notice of any discharge or other discipline which is the subject of the grievance). Only a nurse who was actually involved in the occurrence may present a grievance, unless (a) another nurse presents the grievance because the former nurse is mentally or physically incapable of doing so, or (b) any nurse who is an officer of the bargaining unit ("Association officer") presents a group grievance where the occurrence actually involved at least four (4) nurses. The manager's reply is due within fourteen (14) days of such presentation or a Step 1 grievance meeting if one occurs. The Association may choose to present such a group grievance at Step 1 if the affected nurses have the same manager. Otherwise, the grievance will be presented at Step 2. If a meeting is held at Step 1, the nurse may bring his or her Association Union representative.

• Step 2—If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 1, the nurse may escalate present the grievance in writing to the appropriate nursing director, person responsible for the nurse's department, or designee, within fourteen (14) days of the receipt of the response at Step 1, after the date when he or she had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten [10] days after the date of notice.
of any discharge or other discipline which is the subject of the grievance), whether or not he or she has received the manager’s reply by that time. If the grievance has been presented at Step 2, or a Step 2 grievance meeting occurred, the nursing director’s in accordance with this Article, the written response is due within fourteen (14) days of such presentation.

- **Step 3**—If the grievance is not resolved to the nurse’s satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 2, he or she may present the grievance may be escalated in writing to the Administrator Chief Nursing Officer or designee within fourteen (14) days after receipt of the response in Step 2 or, if this response is not received within that period, within fourteen (14) days after the expiration of time allocated in Step 2 for the response the grievance shall be escalated automatically. The Administrator’s Chief Nursing Officer’s or designee’s written response to the grievant and the Association is due within fourteen (14) days after a meeting between the Medical Center representative and the grievant and the grievant’s representative, if any, after the Step 2 grievance meeting. If no meeting is held, such written response is due within twenty (20) days after presentation escalation of the grievance in accordance with this Article to the Administrator Chief Nursing Officer or designee.

- **Step 4, Arbitration**—If the grievance is not resolved to the nurse’s satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 3, the Association Union may submit the grievance to an impartial arbitrator for determination. If it decides to do so, the Association Union must notify the Administrator Medical Center in writing of such submission not later than fourteen (14) days after receipt of the Chief Nursing Officer’s Step 3 response or, if such response has not been received, within fourteen (14) days after proper presentation of the
grievance to Step 3, the grievance will be considered denied.

B. It is the intent of the parties that meeting(s) will be held at Steps 1, 2 and/or 23 among the grievant, and representatives of the Association Union and the Medical Center, if requested by grievant, the Association or the Medical Center. At such meeting(s), the grievance will be discussed in good faith. The parties will schedule the meetings at Steps 1, 2, and/or 3 within fourteen (14) days of the initiation of the grievance or its escalation to the next step. The parties may mutually agree in writing not to hold any of the meetings in Steps 1 through 3. If the parties do not schedule a meeting within fourteen (14) days of the initiation of the grievance or the escalation to the next step, the grievance is deemed denied following the fourteenth (14th) day of the date of the parties’ written agreement. If meeting(s) are not held, the timeline for response to the grievance will be from presentation/escalation.

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

D. If the parties are unable to mutually agree upon an arbitrator at Step 34, the arbitrator shall be chosen from a list of five (5) names furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

E. The arbitrator’s decision shall be rendered within thirty (30) days after the grievance has been submitted to the arbitrator unless the parties by mutual agreement extend such time limit.
F. The decision of the arbitrator shall be final and binding on the grievant and the parties, except that the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement or to impose any obligation on the Association Union or the Medical Center not expressly agreed to in this Agreement.

G. Expenses for the arbitration shall be borne by the losing party. The “losing party” shall be designated by the arbitrator but shall be one or the other of the two parties to the arbitration.

G. The fee and expenses of the arbitrator shall be shared equally by the Association and the Medical Center, except that each party shall bear the expenses of its own representation and witnesses.

H. As used in this Article, “day” means calendar day.
ARTICLE 21 – PROFESSIONAL NURSING CARE COMMITTEE

A. **The Employer recognizes the Professional Nursing Care Committee (PNCC) as a resource to direct care nurses at PPMC on matters related to patient care and professional development.**

B. **Committee Members.** The nurses in the bargaining unit shall elect from its membership not to exceed eight (8) members of the unit who shall constitute the Professional Nursing Care Committee. **The Employer shall provide two hundred and forty (240) paid hours in the aggregate per fiscal year for PNCC members to attend to PNCC responsibilities described herein. The hours shall be paid at each nurse’s regular rate of pay and will not be used in the calculation of overtime.**

   1. **Attendance at Committee Meetings.** Nurses will seek to obtain, as far in advance as possible, scheduled non-productive time for attendance at committee meetings covered in this Agreement. Members of management will undertake reasonable efforts in assisting the nurse to obtain and in granting the requested time off. If a nurse arranges for coverage by a qualified nurse which does not lead to overtime or premium pay, the coverage will be approved.

CB. **This Committee shall meet not more than twice a month at such times so as not to conflict with the routine duty requirements. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse’s regular straight-time rate, not including shift differential, for the purpose of attending Committee meetings.**

D. **The Committee shall, following consultation with the CNO, establish a charter. For each meeting, the committee will prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to the Medical Center’s designated nurse executive within a month days after each meeting. The minutes shall be made available on the Nursing Portal.**

ED. **The Committee shall consider matters which are not proper subjects to be processed through the grievance procedure, including the improvements of patient care and nursing practice.**
The Medical Center recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the Committee of action taken.
ARTICLE 22 – SENIORITY

A. Continuous Employment — 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. Is 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.

5. Fails 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. Definition. Seniority shall mean the length of continuous employment by the Medical Center. If a nurse enters bargaining unit employment, for the first time, from other non-bargaining unit Medical Center employment without a break in Medical Center employment, the nurse’s seniority will be limited to a maximum of three (3) years. A nurse who moves from bargaining unit employment into an interim supervisory position within Medical Center employment, without a break in Medical Center employment, will accrue additional seniority while not in bargaining unit employment. Otherwise, the nurse will not accrue additional seniority but will retain their seniority for use if the nurse later returns to bargaining unit employment within twelve (12) months or less, and without a break in Medical Center employment. All such seniority will be computed on the basis of hours paid at straight-time rates or higher, plus hours not worked as a result of Article 24 (together called “seniority hours”), subject to the following:
1. For the period prior to June 27, 1993, and for any periods of seniority defined above as in addition to covered employment, the seniority hours will be deemed to be equal to forty (40) hours per week.

2. Within thirty (30) days of the close of the last pay period beginning in the months of December, April, and August (three [3] times a year) the Medical Center will furnish to the Association a seniority list of nurses in the bargaining unit covering seniority hours through such pay period. The seniority of the nurses on the semi-annual list will be fixed upon issuance of the list until the next semi-annual seniority list is issued.

3. Between seniority lists, nurses entering the bargaining unit (a) with accrued seniority under this Section B, will be added to the most recently furnished seniority list in accordance with her/his seniority hours; or (b) without accrued seniority, will be deemed to have less seniority than all nurses with accrued seniority. The length of continuous service of nurses without accrued seniority will be based on their most recent date of starting work (not seniority hours) until they are placed on a seniority list at which time their length of continuous service will be computed as set forth above.

4. A bargaining unit nurse who returns to bargaining unit employment within twelve (12) months or less of ending employment will have their seniority restored back to the date employment was ended.

**NEW ARTICLE – FILLING OF VACANCIES & JOB POSTING**

C. Job Posting. When the Medical Center intends to fill a general duty or charge nurse vacancy, it will post the vacancy for no less than seven (7) days and shall not fill the vacancy, except temporarily, for seven (7) days beginning with the date when first posted. 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 B above Article 22.

1. No vacancy under this Article will be deemed to exist when the Medical Center and a regularly scheduled nurse mutually agree, not more than once per calendar year, to increase or decrease the nurse’s scheduled hours per week by no more than one (1) shift. If two (2) or more nurses on the same shift of a patient care unit are willing to enter into an agreement under the preceding sentence, the most senior such nurse will be given preference, provided the nurse is qualified and the extra hours, if any, will not result in scheduled overtime hours.

2. Notwithstanding the forgoing, the Medical Center may temporarily schedule new graduate/new-to-specialty nurses onto a day or night shift based on operational needs for the duration of the residency plus up to an additional one hundred twenty (120) days. Should a vacancy exist, it will be posted according to the provisions of this article.

3. **Upon notice of upcoming registered nurse vacancies, the Medical Center shall post the vacant position within two weeks of receiving the notification, unless determining factors require additional consideration and time to determine need for posting.**

34. Prior to utilizing a Travel/Agency nurse, the Medical Center shall offer vacant shifts to its regular nurses who are qualified to perform the work.

D. Seniority Consideration.

1. Four 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 (2) 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. A qualified nurse who has worked at least one (1) year continuously in a unit as of the time when the nurse applies for a vacancy on another shift within that same unit will be deemed to have seniority for this purpose equal to his/her seniority as defined in Section B above, plus the length of service in the unit. A qualified nurse who has worked at least one (1) year continuously in a permanent nursing float pool cluster as of the time when the nurse applies for a vacancy on another shift within that cluster will be deemed to have seniority for this purpose equal to his/her seniority as defined in Section B above, plus one-half the length of service in the cluster. When all applicants for the vacancy who do not come within the preceding sentence have been eliminated from consideration for any reason under this Article, the remaining applicants for the vacancy will be deemed to have seniority for this purpose equal to their seniority as defined in Section B above.

3. To exercise seniority in any position, the senior nurse must agree to work the number of days or weeks of the vacant position.
E. Alternative Process for FTE Changes. Subject to operational needs, the Medical Center may solicit requests for FTE changes. Such solicitation will be posted via email to the unit for seven (7) days inviting nurses to identify their requested FTE in writing. To the extent that all such requests cannot be accommodated, available FTE reductions or FTE increases will be awarded by seniority per section D2 above.
ARTICLE 24 – LOW CENSUS

A. In the event of nurses not working all or part of one of their scheduled working days at the request of the Medical Center, the following order for assigning time off shall be used, provided the nurse remaining on the unit is qualified to perform the assignment:

1. Volunteers to take the time off (both regular and per diem nurses) shall be sought in the shift of the patient care unit, then the cluster (for those units in a cluster) affected, and then all medical surgical units together (for medical surgical units only) using the “Wants Off” list. For purposes of the preceding sentence, a “same shift and unit” and/or cluster (for those units in a cluster) “exists where both the volunteer and the per diem nurse on a shift of the same patient care unit and/or cluster (for those units in a cluster) have the same starting and ending times for that shift consistent with Section B below.

2. Agency or traveler nurses, followed by Sharecare nurses, will be assigned time off.

3. Per Diem and Regular nurses eligible for any time-and-one-half or other premium (for example, overtime and/or incentive pay) for working on the shift of the patient care unit and/or cluster (for those units in a cluster) affected will be assigned such time off using a system of rotation. Per Diem nurses shall be assigned low-census prior to Regular nurses.
(a) Lists of requested voluntary Low Census will be maintained in the patient care unit and/or staffing office (for those units using the staffing office);

(b) Volunteers will have the option of indicating preference for taking the full shift off, partial shift, or being placed on standby, as follows

i. The nurse must designate his or her preference related to Standby at the time the nurse places his or her name on the list.

ii. Such preference will be considered by the Medical Center in determining which nurse will be given the Low Census based on the determination as to the standby needs for the unit then the cluster (for those units in a cluster) (e.g., with or without standby). Where multiple requests are received for the same status of voluntary low census (e.g., with or without standby), the earliest request(s) will be given preference and the order will be viewable by nurses on-line from a nurse's home, provided that a nurse on the same unit or cluster is qualified to perform the work of the nurse given the time off.

a. The parties agree that a nurse may not file a grievance if he/she was not selected for voluntary low census because the Medical Center determined that it needed a nurse who was willing to be on standby.
b. The parties also acknowledge that the Medical Center may assign Low Census to a nurse in the categories below, if the only volunteer does not indicate the standby preference needed by the Medical Center.

c. The Medical Center is responsible for calling nurses on standby, if they are needed to work.

d. A nurse from a medical surgical unit who elects voluntary standby will be on standby for any medical surgical unit.

4. Regular nurses working an extra shift **beyond their FTE** on the shift of the patient care unit and/or cluster (for those units in a cluster) affected will be assigned such **low-census** time off using the system of rotation listed below in Section C.

5. Per Diem nurses. Per Diem nurses who have worked 24 hours in a week will be assigned low census prior to Per Diem nurses who have not yet worked 24 hours in a week, subject to section E below. When no Per Diem nurse has worked 24 hours in a week, Per Diem nurses will be assigned low-census using the system of rotation visible to all nurses on the Providence Employee Intranet.

6.4. No nurse will be asked to take mandatory low census beyond a cap of twenty-four (24) hours per scheduling period, and not to exceed one.
hundred sixty eight (168) hours in a calendar year, with the exception of emergency situations. It is the responsibility of the nurse to inform the nurse’s manager that the cap on low census has been reached in the scheduling period. (Language about staffing plan/ratio)

7.6. The remaining regular nurses on the shift of the patient care unit and/or cluster (for those units in a cluster) affected (for the Med-Surg units only, all Med-Surg units will be counted together) will be assigned based on who has the lowest “Factor” on the low census list, subject to Sections E & G below, and who has not reached their cap for the scheduling period or year:

(a) For the purpose of mandatory low census the clusters are (a) all medical/surgical together and (b) all critical care units together (c) all maternal/child units together (d) all mental health units together, (e) all surgical services units together. If there are no opportunities to work within the cluster the nurse may be assigned to work any responsibilities within nursing services.

B. Voluntary Low Census

1. Process

(a) Lists of requested voluntary Low Census or “Wants Off” list will be made available on the Providence Employee Intranet: maintained in the patient care unit and/or staffing office (for those units using the staffing office);

(b) Volunteers will have the option of indicating preference for taking the full shift off, partial shift, or being placed on standby, as follows

i. The nurse must designate his or her preference related to Standby at the time the nurse places his or her name on the list.
ii. Such preference will be considered by the Medical Center in determining which nurse will be given the Low Census, based on the determination as to the standby needs for the unit then the cluster (for those units in a cluster) (e.g., with or without standby). Where multiple requests are received for the same status of voluntary low census (e.g., with or without standby), the earliest request(s) will be given preference and the order will be viewable by nurses on-line from a nurse’s home, provided that a nurse on the same unit or cluster is qualified to perform the work of the nurse given the time off.

   a. The parties agree that a nurse may not file a grievance if he/she was not selected for voluntary low census because the Medical Center determined that it needed a nurse who was willing to be on standby.

   b. The parties also acknowledge that the Medical Center may assign Low Census to a nurse in the categories below, if the only volunteer does not indicate the standby preference needed by the Medical Center.

   c. The Medical Center is responsible for calling nurses on standby, if they are needed to work.

   d. A nurse from a medical surgical unit who elects voluntary standby will be on standby for any medical surgical unit.

2. Nurses’ Status While on Voluntary Low-Census. A nurse may agree to be placed by the Medical Center in one (1) of the following three (3) categories by mutual agreement:
(a) Full Low Census. This means that the nurse is not obligated to the Medical Center for that shift.

(b) Partial Day Low Census.

i. With Standby for the patient care unit and/or cluster (for those units in a cluster). The nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse’s straight-time hourly rate.

ii. Without Standby. The nurse will be given a scheduled time to report to work for a portion of the shift at the nurse’s straight-time hourly rate, but will not be placed on standby for the other portion of the shift.

(c) Standby Shift for the patient care unit and/or cluster and/or cluster (for those units in a cluster) by mutual agreement. Nurses may be placed on standby, and if called into work, the standby provisions of this contract will apply (provided, however, that a nurse assigned “Low Census Standby” will have one hour to report to work, if called). Nurses called in from standby will be called in the reverse order of signing up.

C. Mandatory Low Census

1. Mandatory Low Census “Factor”. A low census list will be compiled, by assigning each nurse a Factor calculated as follows:

<table>
<thead>
<tr>
<th>Nurse’s Total Low Census Hours (voluntary and)</th>
<th>Nurse’s FTE (expressed in annualized hours for the rolling calendar year)</th>
</tr>
</thead>
</table>
Cancelled Extra Shifts are not included in the Low Census hours.

<table>
<thead>
<tr>
<th>mandatory) in a rolling calendar year</th>
</tr>
</thead>
</table>

The Low Census list will be updated every twelve (12) hours, and will be available for viewing on-line on the Providence Employee Intranet from a nurse’s home, by nurses.

Each nurse is responsible for checking the Low Census list and alerting his or her manager to any concerns with the calculation for that nurse or the nurse’s relative placement on the list. The manager will use best efforts to investigate and make corrections, if needed, in a timely manner.

The Medical Center will record each nurse’s total unpaid low census hours for the year to date on the low census list. “Unpaid low census hours” means scheduled working hours that the nurse did not work due to low census (whether mandatory or voluntary) and for which the nurse did not receive compensation (such as through the nurse’s choice to use paid time off or otherwise). The Medical Center will highlight on the low census list any nurse who has received two hundred (200) or more hours of unpaid low census for the year.

In an effort to help alleviate nurses from incurring multiple incidents of low census within the same pay period, each time a nurse experiences an incident of low census of 4 (four) hours or more, voluntary or mandatory, the nurse’s factor will be increased by 1.0 for the duration of that pay period. The nurse’s factor will then be decreased by 1.0 at the end of that pay period.
Situations that will alter the assignment of Voluntary and Mandatory Low Census by the lowest Factor are:

i. The nurse’s qualifications may not meet the needs of an area. Example: Charge nurse or clinical instructor required, new graduate available. Special care nurse needed, staff nurse available.

ii. The nurse whose turn it is to be off is already on an assigned day off, in which case the nurse with the lowest factor will be assigned low census.

iii. The Factor process shall be subject to temporary variation because of scheduled days off, absences, inability to contact the nurse whose turn in the rotation it is, or when the Medical Center cannot otherwise provide from among available and qualified nurses for the remaining work required to be done.

The Medical Center will create a mechanism for tracking mandatory low census only.

2. Nurses’ Status While on Mandatory Low-Census.

The Medical Center will provide an alternate assignment (e.g. alternate patient care assignment consistent with Article 10, Health Stream mandatory education, chart audits, department projects, break relief) within nursing services to the nurse prior to any mandatory low census. The nurse may choose voluntary low census in lieu of the alternate assignment. A nurse may be placed by the Medical Center in one (1) of the following three (3) categories if they have not reached their cap:

(a) Full Low Census. This means that the nurse is not obligated to the Medical Center for that shift.
(b) Partial Day Low Census. By mutual agreement, The nurse will be placed on standby for the patient care unit and/or cluster (for those units in a cluster) for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse’s straight-time hourly rate.

i. Without Standby. If the nurse declines to take standby during partial day low census agrees with the Medical Center’s request for partial day low census without standby, the nurse will be given a scheduled time to report to work for a portion of the shift at the nurse’s straight-time hourly rate, but will not be placed on standby for the other portion of the shift.

ii. Partial shift reductions at the beginning of a day or evening shift nurse’s schedule will be no greater than eight (8) hours. Partial shift reductions at the beginning of a twelve- (12-) hour night shift nurse’s schedule will be no greater than four (4) hours.

iii. Partial shift low census will be limited to one instance per shift and will result in not less than 4 hours of work.

iv. Partial Day Low-Census. If the Medical Center places a nurse on partial shift low census, whether voluntary or mandatory, and the nurse has informed the Medical Center of their preference to be placed on full shift low census, that nurse will be moved to the top of the list for voluntary low census. To better ensure consistency of patient care and safety, if there is subsequent low census in that nurse’s cluster before the nurse has reported to work such that the nurse could be given full shift low census, the Medical Center will grant that nurse’s request for voluntary low census before granting the request of any other nurse who
has already reported to work or who would have been ahead of the nurse on the voluntary low census list.

(c) Standby Shift for the patient care unit and/or cluster (for those units in a cluster), by mutual agreement the nurse may be placed on standby for the entire shift, and if called into work, the standby provisions of this contract will apply (provided, however, that a nurse assigned “Low Census Standby" will have one hour to report to work, if called).

i. For those units with staggered start and end times, the unit may call off nurses based on start and end times, rather than based on shift, subject to patient care needs. The unit may then offer available alternative shifts to the nurse who has been called off.

1. D. Mandatory Low-Census Caps. No nurse will be asked to take mandatory low census beyond a cap of twenty-four (24) hours per scheduling period, and not to exceed one hundred and sixty-eight (168) hours in a calendar year. It is the responsibility of the nurse to inform the nurse’s manager that the cap on low census has been reached in the scheduling period. If all nurses scheduled for the shift have reached the scheduling period or annual cap, and no alternate assignment is available, the nurse with the lowest factor will be given the mandatory low census, with pay. The identified nurse will be paid at their straight time rate, plus all applicable differentials, for the scheduled hours not worked beyond the cap for the canceled shift. For any portion of the canceled shift prior to reaching the cap, the nurse may choose to use accrued PTO or take the hours unpaid. In the event the Medical Center experiences an unexpected major disruption in its operations with the potential to have a long-term
impact on the need for mandatory low census, the Medical Center and the Union will meet in task force to identify and implement solutions by mutual agreement.

4.2 Nurses’ Status While on Voluntary Low Census. A nurse may be placed by the Medical Center in one (1) of the following three (3) categories:

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

(b) Partial Day Low Census.
   i. With Standby for the patient care unit and/or cluster (for those units in a cluster). The nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse’s straight-time hourly rate.
   ii. Without Standby. The nurse will be given a scheduled time to report to work for a portion of the shift at the nurse’s straight-time hourly rate, but will not be placed on standby for the other portion of the shift.

(c) Standby Shift for the patient care unit and/or cluster and/or cluster (for those units in a cluster). Nurses may be placed on standby and if called into work, the standby provisions of this contract will apply (provided, however, that a nurse assigned “Low Census Standby” will have one hour to report to work, if called). Nurses called in from standby will be called in the reverse order of signing up.
5.2. Nurses’ Status While on Mandatory Low-Census. The Medical Center will provide an alternate assignment (e.g., alternate patient care assignment, Health Stream mandatory education, chart audits, department projects) within nursing services to the nurse prior to any mandatory low census. The nurse may choose voluntary low census in lieu of the alternate assignment. A nurse may be placed by the Medical Center in one (1) of the following three (3) categories if they have not reached their cap:

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

(b) Partial Day Low Census. The nurse will be placed on standby for the patient care unit and/or cluster (for those units in a cluster) for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse’s straight-time hourly rate.
   i. Without Standby. If the nurse agrees with the Medical Center’s request for partial day low census without standby, the nurse will be given a scheduled time to report to work for a portion of the shift at the nurse’s straight-time hourly rate, but will not be placed on standby for the other portion of the shift.
   ii. Partial shift reductions at the beginning of a day or evening shift nurse’s schedule will be no greater than eight (8) hours. Partial shift reductions at the beginning of a twelve- (12-) hour night shift nurse’s schedule will be no greater than four (4) hours.

(c) Standby Shift for the patient care unit and/or cluster (for those units in a cluster), the nurse may be placed on standby, and if called into work, the standby provisions of this contract will apply (provided,
however, that a nurse assigned “Low Census Standby” will have one hour to report to work, if called).

i. For those units with staggered start and end times, the unit may call off nurses based on start and end times, rather than based on shift, subject to patient care needs. The unit may then offer available alternative shifts to the nurse who has been called off.

10.F. If the Association believes that the process described herein for the preceding posted work schedule has resulted in inequitable distribution of such days not worked, it may ask to discuss this with the Medical Center. Upon such a request from the Association, the Medical Center will meet with an Association committee to review the matter and consider other approaches. Regular nurses shall not suffer the loss of any benefits (excluding retirement) as a result of not working all or part of one of their scheduled working days under this section.

G. 11. Unpaid Low Census Caps. Any nurse who has received two hundred (200) or more hours of unpaid low census (whether mandatory or voluntary) in that calendar year will not be required to take low census as long as there is another nurse on the same shift and unit and/or cluster (for those units in a cluster) who can be placed on low census and who has not yet received two hundred (200) hours of unpaid low census in that calendar year. However, in the event that the Medical Center determines that it is necessary to assign mandatory low census and all the nurses on the same shift and unit and/or cluster (for those units in a cluster) who can be placed on low census have received two hundred (200) hours or more of unpaid low census in that calendar year, mandatory low census shall be assigned according to the factor system set forth in this Article. Exceptions to this process may be made on the same criteria that the assignment of low census may be altered pursuant to this Article in Section CA-(6)(e) (such as ensuring that the remaining nurses’ qualifications meet the needs of the unit.
and/or cluster). Nothing in this subsection will limit a nurse’s ability to choose to volunteer for low census.

HB. Agency nurses will not be assigned to work on the shift of a patient care unit and/or cluster (for those units in a cluster) that a nurse is not working as scheduled because of being assigned time off under this section, except when the nurse is not working as a result of volunteering to take the time off.
6/2 Retention Scheduling Program Letter of Agreement

Registered Nurses may work six (6) pay periods on their home unit and have two (2) consecutive pay periods off work that are paid.

A. **Implementation & Review:** The parties will conduct joint discussions at Task Force to identify units where the 6/2 Retention Scheduling Program can be piloted, to establish start dates for the pilot, and to review the effectiveness of the scheduling program. The proposed details of the pilot are subject to change, given mutual agreement through Taskforce.

B. **Eligibility:**
   a. Only 0.9 and 1.0 FTE nurses are eligible for the 6/2 schedule program.
   b. RN must have completed the 180 days of successful unit employment.

C. **Work Schedule:** The available 6/2 cycles will be established by the manager, depending on the number of allocated 6/2 cycle shifts available for a particular unit. This will be communicated, by email, to all staff and made available for response for no less than 7 days. 6/2 schedules will be awarded by seniority after eligibility criteria have been met.

D. **RNs will not accrue PTO while participating in the 6/2 program, but they will accrue 40 hours of sick leave per Oregon Law.**

E. RNs who begin the 6/2 Program with a PTO balance will not have their PTO cashed out upon entry into the Program.

E.F. Benefits will remain during the entirety of the 6/2 work schedule.

E.G. The parties commit to discuss at Task Force how to manage the impacts of the 6/2 program on the following terms and conditions of participating nurses’ employment:

1. **Short-Term Disability Leases of Absence greater than 14 days;**
2. **Benefits;**
3. **6/2 Adjustment Pay/Supplemental Pay;**
4. **Extra Shifts;**
5. **FTE Changes**
6. **Eligibility Requirements; and**
5. **Retirement Contributions**
6. Any other topics necessary for the successful implementation of the 6/2 Program.
LETTER OF AGREEMENT – RN CARE MANAGERS

Providence Portland Medical Center ("PPMC") and Oregon Nurses Association ("ONA") agree to the following provisions:

1. RN Care Managers (RNCM) will be covered by the parties’ existing collective bargaining agreement.

2. RN Care Managers will be paid as follows:
   a. Each nurse will be placed on the wage step that corresponds to their years of experience as a registered nurse in an acute care facility, including experience as a Care Manager. Any nurse that is currently being paid above this step will be held at that step until such time that their years of service match their wage step. No Care Manager will receive a reduction in pay.

3. RN Care Managers will be paid all applicable differentials in accordance with Appendix A of this collective bargaining agreement.

4. RN Care Managers who maintain either the Certified Case Manager or Accredited Case Manager certification recognized by the American Nurses Credentialing Center will be paid the differential in accordance with Appendix B of this collective bargaining agreement.

5. RN Care Managers will be eligible to participate in the bargaining unit’s Clinical Ladder program.

6. RN Care Managers will accrue PTO according to the provisions of Article 5 of this collective bargaining agreement.

7. A department staffing plan or guideline shall be developed in collaboration with staff, subject to manager approval, and shall take into consideration

Letter of Agreement – RN Care Managers
Union Proposal 3
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Social Workers and other non-RN staff. The Medical Center will adhere to a plan or guideline will establish the staffing plan outlining a minimum core number of staff per day, taking into consideration Social Workers and other non-RN staff, and taking into account census and acuity on the floors as well as the number of RNCMACM floats or helpers. RNCMs will be represented on the HNSC.

8. The Medical Center retains the ability to adjust an RN Care Manager’s shift length and days worked, but not FTE, based on operational and patient needs. Before making any such adjustments, the Medical Center will provide the affected nurse(s) with thirty (30) days’ notice of such change, and seek the agreement of the affected nurse(s).
The parties agree to renew the following Letters of Agreement for the duration of the successor contract:

MEMORANDUM OF UNDERSTANDING – CHARGE NURSES

MEMORANDUM OF UNDERSTANDING – CONTRACT TRAINING

LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE

LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES

LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING

For the Medical Center  For the Union