On April 6, 2017, your Oregon Nurses Association (ONA) bargaining team and the Providence Portland Medical Center (PPMC) bargaining team reached a tentative agreement on a new contract. We are pleased to present this summary of the articles in our tentative agreement. We recognize that we could not have reached such a great agreement without the hard work and dedication to this goal from all of our bargaining unit nurses!

### Summary of Tentative Agreement

Below is a summary of tentative agreements reached with PPMC. A full version of language changes to the contract will be available soon.

**Article 1, Recognition**: Changes “assistant head nurse” and “charge nurse” to charge nurse and relief charge nurse; adds Care Management to list of covered units and departments.

**Article 2, Definitions**: Changes “assistant head nurse” and “charge nurse” to charge nurse and relief charge nurse; changes “intermittently employed” to “per diem” nurse; moved per diem nurse requirements to Article 9, Scheduling; *(NEW)* adds a clause that:

> “… the medical center may initiate the reclassification of a part-time nurse with an FTE of less than .9 to a higher FTE status, unless a mutually agreeable exception is made for patient care or staffing needs, when the following circumstances apply:

  For a .7 FTE or less, if the nurse has worked three extra shifts in the same job, shift, and unit, in each of the consecutive six schedule periods immediately preceding the schedule period in which the reclassification is made; or

  For a .7 FTE or greater, if the nurse has worked six extra shifts in the same job, shift, and unit, in each of the consecutive six schedule periods immediately preceding the schedule period in which the reclassification is made.

In either of these circumstances, the reclassification to full-time status will occur in the following posted schedule period, and the new FTE will not be subject to posting as a vacancy.”

**Article 5, PTO**: Changes “days” of PTO to “hours”; changes PTO request periods in order to align with the months that the seniority list is published; allows single-day PTO requests that can be adjusted to avoid the use of PTO (e.g., for medical appointments, etc.); allows the use/non-use of PTO if a nurse is on standby, and when a nurse on the night shift experiences fewer hours because of daylight savings time; reflects change in when a new hire can use PTO (after 90 days instead of 180 days).

**Article 6, Holidays**: Clarifies when the holiday is observed for night shift nurses; reflects change in when a new hire can use PTO/holiday (after 90 days instead of 180 days).

**Article 8, Hours of Work, Overtime, and Breaks**: Changes meal and break language, adds:

> “… 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.”

**Article 9, Scheduling**: Allows Operating Room nurses to

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### RATIFICATION VOTE

**Thursday, April 20**

6:45 a.m. - 8:15 p.m.

Social Room

Stay tuned for info about online voting.

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What the change to Article 2 means: Under this new clause, a nurse would have to work more than three or six extra shifts (depending on their FTE) every month for six consecutive months, without ever taking a paid time off (PTO) day, education day, calling in sick, etc. and without changing this pattern (this is both unlikely and also within a nurse’s control to not exceed). Mutually agreeable exceptions may include covering staff leaves of absence (LOAs), same day add-ons, and filling temporary vacancies (posted but unfilled positions, position not yet posted, etc.).
Summary of Tentative Agreement  (continued from page 1)

opt out of weekend work after 25 years of continuous service as an RN at PPMC; allows units with standby scheduling on holidays (e.g., OR, PACU, SSU, etc.) to count holiday standby as the holiday requirement for per diem nurses; adds Unit Based Scheduling for any unit that has a consensus of the unit’s nurses for this practice, in which a nurse or team of nurses from the unit will take and maintain responsibility for assigning nurses into the unit core schedule, and the manager will have final approval on the schedule.

**Article 10, Floating:** Changes language to require orientation appropriate to the unit or assignment and allows a float nurse a different or modified assignment (made by the charge nurse) if they feel untrained or unqualified for the original assignment; prohibits floating a 12-hour shift nurse more than once per shift, unless for emergent or unusual circumstances.

**Article 11, Staffing:** Changes contract to align with new staffing law; changes unit-cluster designations for staffing committee reps; allows up to eight hours of paid time per quarter for HSPC reps to meet with their constituent units; requires an annual calendar for staffing plan review dates set in January or February of each year.

**Article 12, Employment Status:** Reiterates the commitment to “proper cause” when determining levels of progressive discipline; changes name of “probationary” period to “introductory” period.

**Article 17, Association (Union) Business:** Allows union stewards/unit representatives time off for union business.

**Article 20, Professional Development:** Clarifies rate of pay for education to include shift differential; allows a nurse to escalate difficulties getting time to complete HealthStream and other mandatory education up the chain of command; allows an exception to be made for full-time and part-time nurses who have not worked the required 800 hours due to an approved leave to request their paid education hours; defines timeline for requesting and approving education leave.

**Article 22, Seniority:** Allows a new grad/new-to-specialty nurse up to 120 days of additional supervision on the opposite shift, without filling or taking up a posted vacancy.

**Article 24, Low Census:** Amends call-off order to allow nurses being paid time-and-a-half or on extra shift to be called off before volunteers and after Agency, Traveler, and Sharecare nurses; allows PPMC to place nurses on standby if scheduled to work and called off; provides units with staggered start and end times with a call-off process; MOU on Low Census Factor mitigator: adds a calculation to help cap low census an individual nurse may take as one shift per pay period, to be piloted and perfected in the Family Maternity Cluster units this quarter.

**Appendix A, Wages:**
- 2.5% increase, effective Jan. 1, 2017 (raise and retroactive pay will be on first full paycheck following contract ratification).
- 2% increase, effective Jan. 1, 2018.
- Changed movement to step 30 after five years at step 25 (from 10 years at step 20 or higher).
- Allows Behavioral Health Unit nurses’ experience at the Oregon State Hospital to be considered the equivalent of experience at “an accredited acute care facility” for the purpose of initial step placement.
- Removed restriction for weekend shift differential when extra shift or overtime is also being paid.
- Changes per diem nurse requirement for extra shift eligibility from 48 hours per pay period (.6 FTE) to 64 (.8 FTE).

**Appendix B, Standby On Call:** No change to existing standby amount or rules, but removes $7.00/hour standby pay for Open Heart First Scrub nurses, as that call has gone to St. Vincent now.

**Appendix D. Health Care Benefits:**
- No change to premiums, deductibles, or coverage in 2017.
- 2018: premium and out-of-pocket max may be adjusted due to changes from the Affordable Care Act.
- Creates concurrent tier III deductible for out-of-network services duplicated by Providence Health and Services (PHS).

Memorandum of Understand (MOU) on Pattern Scheduling: requires 30% or 20 nurses to trigger the process; Unit Based Council will develop pattern templates on which to vote; charge nurses (AHNs) now included.

Care Management Nurses: increased pay on “disparity index” for top two tiers (highest pay disparity nurses), so pay increase will be somewhere between one and six additional wage steps in our contract; new hires and internal transfers will not be placed lower than a step five.