

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OREGON NURSES ASSOCIATION
AND
PROVIDENCE PORTLAND MEDICAL CENTER**

**JANUARY 1, 202~~5~~³
through
DECEMBER 31, 202~~7~~⁴**

1 **AGREEMENT**

2 THIS AGREEMENT made and entered into by and between PROVIDENCE
3 PORTLAND MEDICAL CENTER, 4805 N.E. Glisan Street, Portland, Oregon,
4 hereinafter referred to as "the Medical Center," and OREGON NURSES
5 ASSOCIATION, hereinafter referred to as "the Union."

6
7 **WITNESSETH**

8 The intention of this Agreement is to formalize a mutually agreed upon and
9 understandable working relationship between Providence Portland Medical Center
10 and its registered professional nurses which will be based upon equity and justice
11 with respect to wages, hours of service, general conditions of employment and
12 communication, to the end that the dedicated common objective of superior patient
13 care may be harmoniously obtained and consistently maintained.

14
15 For and in consideration of the mutual covenants and undertakings herein
16 contained, the Medical Center and the Union do hereby agree as follows:

17
18 **ARTICLE 1 – RECOGNITION**

19 The Medical Center recognizes the Union as the collective bargaining
20 representative with respect to rates of pay, hours of work and other conditions of
21 employment for a bargaining unit composed of all registered professional nurses
22 employed by the Medical Center as staff nurses, charge nurses and relief charge
23 nurses in the Departments of Nursing, Mental Health, Emergency, Surgery, IV
24 Therapy, Blood Bank, Cardiovascular Laboratory Radiation Oncology, Care
25 Management, Diagnostic Imaging, and Family Maternity Center, or their successor
26 departments, excluding Sisters of Providence, administrative and supervisory
27 personnel, and all other employees.

28
29 **ARTICLE 2 – DEFINITIONS**

30 **A. Definitions.**

- 31 1. Nurse - Registered nurse currently licensed to practice professional
32 nursing in Oregon.

2. Staff Nurse - Responsible for the direct or indirect total care of a patient or patients.
3. Charge Nurse - A nurse who assists the nurse manager in the administration of an organized nursing unit.
4. Nurse Manager - Responsible for administration of an organized nursing unit, including providing patient care.
5. Relief Charge Nurse - A staff nurse who relieves the charge nurse in accordance with the assignment of such work by the Medical Center. The Medical Center will work to identify nurses who are willing to voluntarily assume the role of relief charge nurse on an on-going basis. The parties acknowledge, however, that there may be unusual and infrequent situations when the Medical Center will assign such duties.
6. Resident - Registered nurse who has completed a pre-licensure nursing program and is newly licensed (twelve (12) months or less).
7. Fellow - Registered nurse with twelve (12) months of nursing experience but new to specialty of hire.
8. Organized Nursing Unit - As designated by the Medical Center, shall have a nurse manager, charge nurse or relief charge nurse on each shift.
9. Cluster - A group of organized nursing units that typically share similar patient condition(s) and acuity.
10. Regular Nurse - A part-time or full-time nurse.

- 1 11. Part-time Nurse - Any nurse who is regularly scheduled to work forty
2 (40) or more hours per pay period, but less than seventy-two (72)
3 hours per pay period (a 0.5 to 0.89 FTE).
4
- 5 12. Full-time Nurse - Any nurse who is regularly scheduled to work at
6 least seventy-two (72) hours per pay period (a 0.90 or higher FTE).
7
- 8 13. Per Diem Nurse - Any nurse (a) who is scheduled to work fewer than
9 twenty-four (24) hours per week or (b) who is not regularly scheduled
10 to work or (c) who is employed on a temporary basis not to exceed
11 ninety (90) calendar days, or one hundred eighty (180) calendar days
12 where replacing a nurse on an approved leave of absence. In order to
13 remain per diem, other than for those nurses described by (d) in the
14 preceding sentence, the per diem scheduling obligations under Article
15 8, Scheduling will apply:
16
- 17 14. The Medical Center may initiate the reclassification of a part-time
18 nurse with an FTE of less than 0.9 to a higher FTE status when the
19 following circumstances apply, unless a mutually agreeable exception
20 is made for patient care or staffing needs:
21 (a) for a 0.7 FTE or less, if the nurse has worked three (3) extra
22 shifts in the same job, shift and unit, in each of the six (6)
23 consecutive schedule periods immediately preceding the
24 schedule period in which the reclassification is made; or
25
26 (b) for a 0.7 FTE or greater, if the nurse has worked six (6) extra
27 shifts in the same job, shift and unit, in each of the six (6)
28 consecutive schedule periods immediately preceding the
29 schedule period in which the reclassification is made.
30
- 31 In either of these circumstances, the reclassification to full-time status
32 will occur in the following posted schedule period, and the new FTE
33 will not be subject to posting as a vacancy.

1 **ARTICLE 3 – MEMBERSHIP**

2 **A. ONA Membership.**

- 3 1. Because a nurse has a high degree of professional responsibility to
4 the patient, they are encouraged to participate in the Union to define
5 and upgrade standards of nursing practice and education through
6 participation and membership in the nurse's professional association.
7 Membership in the Oregon Nurses Association shall in no manner be
8 construed as a condition of employment.
9
- 10 2. The Medical Center will distribute membership informational material
11 provided by the Union to newly employed nurses. Such material will
12 include the Union's form authorizing voluntary payroll deduction of
13 monthly dues, if such form expressly states that such deduction is
14 voluntary, and a copy of this Agreement.
15
- 16 3. During departmental nursing orientation of newly hired nurses, if any,
17 the Medical Center will, on request of the Union, provide up to thirty
18 (30) minutes for ~~a bargaining unit nurse designated by designees of~~
19 the Union to discuss Union membership and contract administration
20 matters. The Medical Center will notify the Union or its designee of the
21 date and time of this orientation, at least two (2) weeks in advance.
22 During the first thirty (30) days of the newly hired nurse's employment,
23 a bargaining unit nurse designated by the Union may arrange with the
24 newly hired nurse for fifteen (15) minutes to discuss Union
25 membership and contract administration matters. In either situation, if
26 the designated nurse has been released from work for this orientation,
27 the time will be compensated as if worked. A newly hired nurse
28 involved in this orientation will be released from otherwise scheduled
29 work, and will be paid for this released time.
30

31 **B. Membership and Financial Obligations.**

- 32 1. The following applies to any nurse hired before December 14, 2009
33 ("Effective Date"): Membership in the Oregon Nurses Association shall

1 be encouraged, although it shall not be required as a condition of
2 employment. Notwithstanding the prior sentence, if a nurse hired
3 before December 14, 2009, voluntarily joins the Union or has
4 voluntarily joined the Union as of December 14, 2009, the nurse must
5 thereafter maintain such membership, as an ongoing condition of
6 employment, or exercise one of the two options listed in 2.(a)ii or
7 2.(a)iii below.

8
9 2. The following provisions apply to any nurse hired after December 14,
10 2009:

11 (a) By the thirty-first (31st) calendar day following the day that the
12 nurse begins working, each nurse must do one of the following, as
13 a condition of employment:

- 14 i. Become and remain a member in good standing of the
15 Union and pay membership dues (Union member); or
16
17 ii. Pay the Union a representation fee established by the Union
18 in accordance with the law; or
19
20 iii. Exercise his/her right to object on religious grounds. Any
21 employee who is a member of, and adheres to established
22 and traditional tenets or teachings of a bona fide religion,
23 body, or sect, that holds conscientious objections to joining
24 or financially supporting labor organizations, will, in lieu of
25 dues and fees, pay sums equal to such dues and/or fees to
26 a non-religious charitable fund. These religious objections
27 and decisions as to which fund will be used must be
28 documented and declared in writing to the Union and the
29 Medical Center. Such payments must be made to the charity
30 within fifteen (15) calendar days of the time that dues would
31 have been paid.

1 (b) The Medical Center will provide a copy of the collective bargaining
2 agreement to newly hired nurses, along with including a form
3 provided by the Union that confirms the provisions in B.2.(a)
4 above. The nurse will be asked to sign upon receipt and return the
5 signed form directly to the Union. The Medical Center will work in
6 good faith to develop a procedure to retain copies of such signed
7 forms.

8
9 (c) A nurse should notify the Union's Membership Coordinator, in
10 writing, of a desire to change his or her status under the
11 provisions of B.2. (a) above by mail, to the business address for
12 the Union.

13
14 (d) The Union will provide the Medical Center with copies of at least
15 two (2) notices sent to a nurse who has not met the obligations to
16 which they are subject, pursuant to this Article. The Union may
17 request that the Medical Center terminate the employment of a
18 nurse who does not meet the obligations to which they are
19 subject, pursuant to this Article. After such a request is made, the
20 Medical Center will terminate the nurse's employment no later
21 than fourteen (14) days after receiving the written request from the
22 Union. The Medical Center will have no obligation to pay
23 severance or any other notice pay related to such termination of
24 employment.

25
26 3. The following provisions apply to all nurses.

27 (a) Dues Deduction. The Medical Center shall deduct the amount of
28 Union dues, as specified in writing by the Union, from the wages
29 of all employees covered by this Agreement who voluntarily agree
30 to such deductions and who submit an appropriately written
31 authorization to the Medical Center. The deductions will be made
32 every pay period. Changes in amounts to be deducted from a
33 nurse's wages will be made on the basis of specific written

1 confirmation by the Union received not less than one month
2 before the deduction. Deductions made in accordance with this
3 section will be remitted by the Medical Center to the Union
4 monthly, with a list showing the names and amounts regarding the
5 nurses for whom the deductions have been made.
6

- 7 4. The Union will indemnify and save the Medical Center harmless
8 against any and all third-party claims, demands, suits, and other forms
9 of liability that may arise out of, or by reason of action taken by the
10 Medical Center in connection with, this Article.
11

- 12 5. The parties will work together to reach a mutual agreement on the
13 information to be provided to the Union, to track the provisions in this
14 Article.
15

16 **ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

- 17 **A.** The Medical Center and the Union agree that they will, jointly and separately,
18 abide by all applicable state and federal laws against discrimination in
19 employment on account of race, color, religion, national origin, age, sex,
20 veteran's status, sexual orientation, or disability.
21
- 22 **B.** There shall be no discrimination by the Medical Center against any nurse on
23 account of membership in or lawful activity on behalf of the Union, provided,
24 however, the parties understand that any Union activity must not interfere
25 with normal Medical Center routine, or the nurse's duties or those of other
26 Medical Center employees.

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.** Regular nurses with a full-time equivalent (FTE) status of at least 0.5, will accrue PTO as follows:

Years of Service	Accrual per Hour Worked*	Accrual per Year**
Less than 3 years	0.0961 hours	200 hours
3 to less than 5 years	0.1078 hours	224 hours
5 to less than 10 years	0.1154 hours	240 hours
10 to less than 15 years	0.1269 hours	264 hours
15 or more years	0.1346 hours	280 hours

*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-2.** 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:

Years of Service	Accrual per Hour Worked*	Accrual per Year**
Less than 3 years	0.1004 hours	188 hours
3 to less than 5 years	0.1122 hours	210 hours
5 to less than 10 years	0.1197 hours	224 hours
10 to less than 15 years	0.1314 hours	246 hours
15 or more years	0.1389 hours	260 hours

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

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

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

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) hours not worked on one of a nurse's scheduled working days in accordance with Article 25 of this Agreement; and 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.

D. Pay. PTO pay will be at the nurse's straight-time 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.

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

(1st) week of December of each year. 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 (1) time, consistent with the staffing change, no later than the first week of May each year. The formula or factors or process for deriving the amount of PTO slots for a unit shall be shared with the UBC upon request.

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

For time off during this period ("PTO Scheduling Period"):	Requests must be submitted between:	Written decision will be provided by:
May, June, July and August	January 1 – January 31	February 28
September, October, November and December	May 1 – May 31	June 30
January, February, March, April	September 1 – September 30	October 31

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

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 (1st) 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.

- 1 5. For requests submitted after of the PTO Scheduling Period,
2 preference will be in order of the Medical Center's receipt of the
3 written requests for nurses within the unit. All requests will be
4 approved or denied within three (3) weeks of the date the request is
5 submitted.
6
- 7 6. For single day PTO requests, the nurse may request, at the time of
8 submission, that the schedule be adjusted to avoid the use of PTO.
9 The Medical Center will make a good faith effort to adjust the nurse's
10 schedule so that the nurse is not required to use PTO.
11
- 12 7. Notwithstanding the prior provisions of Subsections 4 and 5 above,
13 the Medical Center will attempt to rotate holiday work.
14
- 15 8. PTO requests that cross over the PTO scheduling periods will be
16 honored in accordance with Subsections 4 and 5 of this section with
17 the understanding that if the PTO request is approved for the latter
18 part of the scheduling period, then approval will automatically extend
19 to the beginning of the next scheduling period.
20
- 21 9. Float nurses within a given cluster are deemed a "unit" for purposes of
22 scheduling PTO.
23
- 24 10. Once PTO has been approved, the Medical Center will not require a
25 nurse to replace themselves on the schedule. Once a vacation request
26 has been approved, it can only be changed by mutual agreement
27 between the Medical Center and the nurse. Vacation requests shall
28 not be converted to requests for unpaid time off absent Medical
29 Center approval, and nurses are expected to have enough accrued
30 PTO available at the point the PTO is to be used. The Medical Center
31 may deny a PTO request if a nurse has demonstrated a pattern of not
32 having enough accrued PTO available to cover the nurse's request,

1 unless the nurse has accrued less PTO than expected due to an
2 approved leave of absence, or mandatory low census.

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

5
6 12. In the event nurses on a particular unit or units have concerns about a
7 pattern of denial of PTO or a specific situation involving denial of PTO,
8 nurses are encouraged to discuss the issue with the unit manager or
9 director, and if the concern has not been resolved, representatives of
10 the Union may raise it with the Nursing Task Force.

11
12 13. The nurses on a unit or department may develop an alternative
13 method of PTO scheduling, such as "prime time" scheduling. Any
14 alternative method will only be adopted following first manager
15 approval and then a majority vote of the staff nurses on the unit or
16 department.

17
18 **F. Use.**

19 1. The Medical Center will make good faith efforts, consistent with
20 operational needs, to approve no less time off than the amount a
21 nurse accrues annually.

22
23 4.2. Accrued PTO may be used once accrued and available in the nurses
24 PTO bank.

25
26 2.3. PTO will be used for any absences, except that the nurse may choose
27 to use or not to use PTO for time off:

28 (a) Under Article 25 of this Agreement, by making the appropriate
29 entry on the nurse's time card; if the nurse chooses to use PTO
30 under this paragraph, the nurse may change to non-use of PTO
31 for the number of hours worked by the nurse on an extra shift of
32 at least eight (8) hours (other than while on standby on-call) in
33 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 themselves 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 Saving Time.

3.4. Nurses can choose to have available PTO hours used to supplement workers' compensation benefits to one hundred (100%) percent of pay while out on an approved leave.

4.5. PTO hours can also be used to supplement Oregon Paid Leave, short-term disability and paid parental leave benefits to one hundred

1 percent (100%) of pay for the life of the claim or until PTO is
2 exhausted.

3
4 5-6. PTO may not be used when the nurse is eligible for the Medical
5 Center compensation in connection with a family death, jury duty, or
6 witness appearance.

7 **G. Change in Status.** A nurse's unused PTO account will be paid to the nurse
8 in the following circumstances:

- 9 1. Upon termination of employment, in cases of resignation, if the nurse
10 has also provided the required two (2) weeks' notice (per Article 11.H)
11 of intended resignation.
- 12
13 2. Upon changing from a benefits-eligible (FTE status of 0.5 to 1.0) to
14 non-benefits-eligible status (FTE less than 0.5).

15
16 **H. Oregon Paid Leave.** The Medical Center, in alignment with the Oregon Paid
17 Leave program, will continue the appropriate employee deductions and
18 employer contributions into the program. Employees can begin to apply for
19 benefits starting September 3, 2023. The State benefits are managed by the
20 State. Nurses can apply directly with the State and any eligible payments will
21 be paid directly from the State.

22 **ARTICLE 6 – HOLIDAYS**

23
24 **A.** The Medical Center will observe the holidays of New Year's Day, Martin
25 Luther King Jr. Day, Memorial Day, Independence Day, Labor Day,
26 Thanksgiving Day, and Christmas Day. If the Medical Center recognizes any
27 additional holiday(s) for its non-represented employees, it will also observe
28 such holiday(s) for bargaining unit nurses. On an observed holiday, the
29 following will apply:

- 30 1. When a nurse is scheduled to work an observed holiday and requests
31 time off, PTO will be used for the time off. However, if the nurse, with
32 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 one and one-half (1 ½) 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.

1 **ARTICLE 7 – HOURS OF WORK OVERTIME AND BREAKS**

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

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

14 1. An unpaid meal period of one-half (½) hour in addition to the length of
15 the shift. Meal period times will be established by the UBC and such
16 times will be followed when operationally feasible. To the extent
17 possible with unit needs, meal periods will be taken towards the
18 middle of the shift. If a nurse is not able to take a thirty (30) minute
19 uninterrupted meal period, the nurse will be paid for such thirty (30)
20 minutes; and

21
22 2. Fifteen (15) minute rest periods shall be provided, without loss of pay
23 and consistent with Oregon wage and hour law, during each shift.
24 Upon mutual agreement of the nurse and the nurse's
25 supervisor/designee, such rest periods may be combined with meal
26 periods and shall, to the greatest extent possible, be near the middle
27 of such work duration.

28
29 3. When the nurse believes that they will be unable to take a meal or rest
30 period, the nurse will notify the Charge Nurse who will make
31 reasonable effort to have the nurse relieved.
32

1 3.4. Missed Breaks/M Meal Periods. Starting July 1, 2025, in the event a
2 Nurse accurately reports a missed rest or meal period using the
3 Medical Center's designated process for reporting, in addition to their
4 earned wages they will be eligible to receive, upon request, a single
5 payment equivalent to an additional hour (1.0) of pay at their base rate
6 for a missed meal period or rest break in the same paycheck as which
7 the hours were worked. This penalty payment will not be counted as
8 an hour worked for any reason (e.g. Seniority, PTO accrual, etc.).
9 Nurses who decline to take a break when offered (and who do not
10 escalate declining a break) are not eligible for this payment. This
11 remedy is in lieu of the statutory penalty under Oregon's Hospital
12 Staffing Law.

Commented [A1]: PWF verbally proposed that they wanted meal and breaks to be 1 hr. We accepted and passed that back to them. We will agree to the same here.

- 13
- 14 **C.** Overtime compensation shall be paid at one and one-half (1½) times the
15 nurse's regular straight time hourly rate of pay for all hours worked in excess
16 of:
- 17 1. The hours of the scheduled shift of eight (8) hours or greater, or
- 18
- 19 2. Forty (40) hours in each basic workweek, or thirty-six (36) hours in
20 each basic workweek shall be paid at the overtime rate for (a) a nurse
21 whose schedule consists exclusively of three (3) days each week, with
22 each workday consisting of a twelve (12) hour shift, or (b) a night shift
23 nurse whose schedule consists of exclusively four (4) days each
24 week, with each workday consisting of a nine (9) hour shift, provided
25 in either situation that during the workweek the nurse works such
26 number of days on the applicable shift, or
- 27
- 28 3. In lieu of section C.2. above and consistent with the requirements of
29 the Fair Labor Standards act, eight (80) hours in a two (2) week pay
30 period when a work schedule of eighty (80) hours in fourteen (14)
31 consecutive days has been properly established.
- 32

1 **D.** There shall be no pyramiding of time-and-one-half (1½) premiums for
2 overtime, holidays and Appendix B. In calculating such premiums, the
3 multiplier used shall be the hourly compensation under Appendix A
4 applicable to the hours worked for which such premiums are being paid.
5

6 **E.** A nurse will be expected to obtain proper advance authorization, except
7 when not possible, for work in excess of the nurse's basic workday or basic
8 workweek. Excess work will be by mutual consent, except that a nurse may
9 be required to remain at work beyond a nurse's scheduled workday, subject
10 to applicable limitations under state law or administrative rule.
11

12 **F.** Nurses who are required to change at the Medical Center into Medical
13 Center-required clothing will be permitted five (5) minutes included in the
14 beginning and end of each scheduled shift to change into and out of such
15 clothing.
16

17 **ARTICLE 8 – SCHEDULING**

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

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

- 30 (a) When the Medical Center determines that it is reasonably
31 feasible, consistent with staffing needs and patient care needs,
32 the Medical Center will not require full and part-time nurses with at
33 least thirty (30) 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.

- 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 they are 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 ($\frac{1}{2}$) 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.

1
2 The provisions of this section shall not apply if the lack of work is not within
3 the control of the Medical Center or if the Medical Center makes a
4 reasonable effort to notify the nurse by telephone not to report for work at
5 least two (2) hours before the nurse's scheduled time to work. It shall be the
6 responsibility of the nurse to notify the Medical Center of the nurse's current
7 address and telephone number. Failure to do so shall preclude the Medical
8 Center from the notification requirements and the payment of the above
9 minimum guarantee. If a nurse is dismissed and is not notified before the
10 start of the next shift that they would have otherwise worked, they shall
11 receive four (4) hours' pay in accordance with the provisions of this section.
12

13 **C.** Nurses will not be regularly scheduled to work different shifts, except that for
14 the purpose of participation in an educational program, any nurse may agree
15 to be regularly scheduled to work different shifts. Upon completion of the
16 nurse's agreed-upon participation in such program, the nurse will be
17 reinstated in the nurse's former regular shift. If more nurses within a unit
18 request to be so scheduled than the Medical Center determines to be
19 appropriate for its operations, preference will be given to the earliest of such
20 requests.
21

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

1 **D.** Nurses should notify the Medical Center of any unexpected absence from
2 work as far in advance as possible, but at least two and one-half (2½) hours
3 before the start of the nurse's shift.
4

5 **E. Per Diem Nurse Scheduling.**

6 1. A per diem nurse must be available for at least four (4) open shifts
7 during each twenty-eight (28) day or monthly schedule period, which
8 may include any open shifts of between four (4) and twelve (12) hours
9 in length, at the nurse's discretion;
10

11 2. A per diem nurse may completely opt out of one (1) work schedule
12 each calendar year, provided the nurse notifies the Medical Center in
13 advance of the preparation of the work schedule;
14

15 3. The four (4) available shifts must include any two of the following:
16 weekend, evening, night, holiday, and/or standby or on-call shifts as
17 assigned by the Medical Center, if those shifts are regularly scheduled
18 in the unit where the nurse is to be assigned;
19

20 4. At least one (1) of the assigned shifts in a calendar year will be on a
21 holiday, and the holiday will be rotated between winter (New Year's
22 Day, Thanksgiving Day, MLK Day, or Christmas Day) and summer
23 holidays (Memorial Day, Fourth of July, or Labor Day), in alternate
24 calendar years (for per diem nurses in units or departments with
25 standby scheduling on holidays, one (1) holiday standby shift will
26 apply); and
27

28 5. The per diem nurse must meet the patient care unit's education
29 requirement for the year.
30

31 6. A per diem nurse who has averaged twenty-four (24) or more hours of
32 work per week during the preceding twelve (12) weeks may apply in
33 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 Union will allow unit based staff scheduling for any unit that has a consensus of the unit's nurses for this practice. 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 will 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. 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. The 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.

ARTICLE 9 – 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(4) 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.

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 the basic information needed to work on the unit, including the layout of the unit, codes and passwords, location of supplies, and essential work protocols applicable to that unit.

- 1 3. Each unit, in consultation with the registered nurses from that unit
2 (UBC if they have one) will develop its own written orientation
3 guidelines for registered nurses who float to their unit. Such guidelines
4 will be available for viewing on each unit. Guidelines will be posted on
5 the PPMC Nursing SharePoint page for ease of viewing.
6
- 7 4. Nurses required to float within the Medical Center will receive
8 orientation appropriate to the assignment/unit. Orientation will occur
9 before the nurses assume patient care duties on the unit(s) to which
10 they have been floated. Orientation will be dependent upon the
11 nurse's previous experience and familiarity with the nursing unit to
12 which the nurse is assigned. Nurses who volunteer to float outside of
13 their cluster may schedule orientation and training with the
14 manager/designee of the unit to which they would float, prior to taking
15 the float assignment.
16
- 17 5. If during the floating assignment a nurse is asked to perform a task or
18 procedure for which the nurse does not feel qualified or trained to
19 perform, the nurse should immediately escalate up the chain of
20 command, beginning with the charge nurse, who will assign the nurse
21 a different task or procedure consistent with the nurse's skills and
22 competencies.
23
- 24 6. All registered nurses who are floated will be supported by a nurse
25 and/or charge nurse from the unit's primary staff for clinical guidance.
26
- 27 7. Nurses will generally be floated on a rotational basis, unless the
28 charge nurse determines that the skill mix of the unit or the patient
29 needs warrant a change in the rotation.
30
- 31 8. When the Medical Center requires a registered nurse to float, the
32 nurse will not have more than two distinct patient care assignments
33 during their eight (8) or twelve (12) hour shift.

1 9. All units not defined in the clusters above shall not be required to float
2 outside of their department, unless agreed upon by the registered
3 nurse and oriented per section A(4) above.

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

9
10 **ARTICLE 10 – STAFFING**

11 **A. Minimum Staffing.** The Medical Center and the Union agree that quality
12 patient care is the parties' most important priority and staffing levels should
13 permit the delivery of safe, transformative patient care. The parties
14 acknowledge that Oregon HB 2697 ~~will~~ amend ed Oregon's Hospital-Nurse
15 Staffing Law to establish minimum staffing levels in most areas of the
16 Medical Center as well as mandate that nurses are provided their meal and
17 rest breaks. The Medical Center will comply with the requirements of the
18 Oregon Hospital Nurse Staffing Law, ~~including~~ as amended by HB 2697 as it
19 goes into effect. No nurse shall suffer reprisal for raising any staffing
20 concerns.

21
22 **B. ~~Staffing Request Documentation Form (SRDF).~~** ~~A copy of Staffing~~
23 ~~Request Documentation Form (SRDF) reports received by the Medical~~
24 ~~Center will be provided to the Union, the Hospital Nurse Staffing Committee~~
25 ~~("HNSC"), a member of the PNCC designated by the Union, and the~~
26 ~~appropriate unit manager. No nurse shall suffer reprisal for raising any~~
27 ~~staffing concerns.~~

28
29 **C. The Hospital Staffing Plan.**

30 1. The Medical Center is required under the Oregon's ~~Hospital Nurse~~
31 Staffing Law, to maintain a written hospital-wide staffing plan for
32 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. Staffing plans for nursing units will establish minimum numbers of registered nurses for specific shifts, considering changes in census and differences in patient acuity and nursing care intensity.;

2. The Hospital Wide Nurse Staffing Plan must generally be developed, monitored, evaluated and modified by the HNSC.

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

~~2.~~

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D. The Hospital Nurse Staffing Committee. The parties will adhere to the requirements set forth in the Oregon's Hospital-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 management~~ments~~ 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 a Union Representative).
2. Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the Union.
3. Term or time on the Hospital Nurse Staffing Committee will be two (2) years and will include Specialty Areas as set by the Hospital Staffing Plan Committee, and will include rotational terms and the ability of nurses to serve multiple terms. One (1) direct care registered nurse representative will serve as the committee co-chair, and one (1) direct care registered nurse representative, who serves on a different term

1 rotation, will serve as the alternate co-chair. New direct care
2 registered nurse representatives will receive no less than two (2) paid
3 hours of orientation, which may take place at the last committee
4 meeting of the year, before beginning their terms on the committee.

- 5
6 4. The decision-making process for the Hospital Nurse Staffing
7 Committee will generally be by consensus.

- 8
9 5. The Medical Center has defined the following specialty areas and will
10 include at least one (1) direct care registered nurse from the following
11 specialty areas on the Hospital Nurse Staffing Committee (subject to
12 change upon the consensus of the Hospital Nurse Staffing
13 Committee):

14 (a) Medical;

15
16 (b) Surgical;

17
18 (c) Cardiology;

19
20 (d) Critical Care;

21
22 (e) Perioperative;

23
24 (f) Perinatal/Neonatal;

25
26 (g) Oncology;

27
28 (h) Behavioral Health;

29
30 (i) Emergency Services.

- 31
32 6. Any nurse or nurses desiring staffing changes on their unit may meet
33 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 the following for each unit within their specialty area:

(a) Access to the UBC site.

(b) Access to all Staffing Plan drafts.

If a nurse representative is unable to access any of the items a-b above, the nurse should contact their nurse manager for access.

8. Meetings.

(a) The meetings of the Hospital Nurse Staffing Committee will be co-chaired by one (1) direct care registered nurse and one (1) member of nurse management~~r~~.

(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, follow-up time, and communication with units included in their specialty areas, up to a maximum of sixteen (16) hours quarterly, except that the RN co-chair may use up to a maximum of twenty-four (24) hours quarterly.

(d) Minutes of the meetings will be taken and will be available for review by all nurses on the HNSC website within two (2) weeks following the meeting.

(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.

(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.

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

(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.

~~2.1. The unit staffing plan will be posted within seven (7) calendar days to the unit webpage and HNSC web page following approval by the HNSC.~~

F. 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 necessary to maintain core staffing prior to each scheduling posting or during the current schedule

period. If the period between notice and the next schedule posting is less than seventy-two (72) hours, then the Employer shall comply with the above within five (5) calendar days of the notice.

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

3. Publication of vacant shifts: The Union and the Medical Center will meet in task force to determine how information on vacant shifts can best be shared with nurses throughout the Medical Center.

G. 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, or Medical Center Leaders 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.

H. Break Relief Nurses. The Medical Center is responsible for providing rest and meal periods to Registered Nurses (including lactation accommodations) consistent with applicable state law; it is the nurse's responsibility to take them when offered or to escalate their inability to take them to their charge nurse.

1. A nurse providing rest and meal coverage must have the unit competencies to provide care and is responsible for assuming care for a nurse's patient assignment so that nurse can take uninterrupted rest periods and meal periods. A nurse providing rest and meal coverage who has a task for which the nurse may not be comfortable performing or may need assistance to complete shall escalate to the unit charge nurse to obtain necessary assistance.

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1 ~~H. Staffing for Rest Breaks and Meal Periods:~~

- 2 ~~1. Break Relief Nurse Framework: Within three (3) full scheduling~~
3 ~~periods of ratification of this Agreement, PPMC will commence a six~~
4 ~~(6) month break relief shift pilot in eight (8) departments. These~~
5 ~~departments will be selected by the ONA board and communicated in~~
6 ~~writing to the CNO within one (1) week of ratification.~~
- 7
- 8 ~~2. In each affected department, the existing Unit Based Committee~~
9 ~~(UBC) and manager will assess the need and reach agreement on the~~
10 ~~number of break relief shifts, including the shifts to which apply. If the~~
11 ~~agreement isn't reached at the unit level, it will go to the HNSC for~~
12 ~~consideration.~~
- 13
- 14 ~~3. At the conclusion of the pilot, each UBC will report out data, learnings,~~
15 ~~and opportunities to the HNSC.~~
- 16
- 17 ~~4. Using that information, the HNSC will update the staffing plan to~~
18 ~~include the break relief process.~~
- 19 ~~5. If the HNSC does not agree with any of the UBC's recommendations,~~
20 ~~the parties will follow the existing dispute resolution process set forth~~
21 ~~in the charter.~~
- 22

23 **ARTICLE 11 – EMPLOYMENT STATUS**

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

1
2 **B. Removal of Materials.** After two (2) years, if no further disciplinary action for
3 the same infraction is applied, the employee may submit a written request
4 seeking that written disciplinary notices be removed from their file. For
5 discipline based on documented instances of actual patient harm, any
6 removal of material from the personnel file shall be at the sole discretion of
7 the Chief Nursing Officer, which shall not be unreasonably withheld. The
8 Medical Center may keep a copy of otherwise removed disciplinary notices in
9 a separate confidential litigation file if it chooses to do so.
10

11 **C. Disciplinary Meetings.** It is the Medical Center's intent to conduct
12 disciplinary discussions regarding a specific nurse's performance in private.
13 When sharing information about nurses collective performance, the Medical
14 Center will endeavor to do so without identifying individual nurses. If any
15 nurse(s) have concerns about how information is being shared, the nurse(s)
16 are encouraged to share that concern with the unit manager, the PNCC,
17 and/or the members of the Nursing Task Force, for discussion and
18 resolution. A nurse has the right to request a representative of the Union to
19 be present for an interview by the Medical Center as part of an investigation
20 that might lead to discipline.
21

22 **D. Reports to the State Board of Nursing.** Under normal circumstances, the
23 Medical Center will inform a nurse if the Medical Center is making an official
24 report of the nurse to the Board of Nursing. Failure to inform a nurse of a
25 report to the State Board will not and cannot affect any action that might be
26 taken by the Medical Center and/or the Board.
27

28 **E. Attendance.** Unplanned and unreported absences, including tardiness or
29 partial day absences, may result in disciplinary action up to and including
30 termination. Nurses are expected not to exceed a total of five (5) occurrences
31 of unscheduled, unapproved absences or tardy events in a rolling twelve (12)
32 month period. Consecutive day absences for the same reason are counted
33 as one (1) occurrence. Unplanned absences related to family medical leave,

1 military leave, work-related illness or injury, jury duty, bereavement leave and
2 other approved bases are not counted as occurrences under this policy,
3 unless related to an intermittent leave and the employee does not
4 appropriately communicate the time off as intermittent leave, in accordance
5 with the Medical Center's practice or instructions. Except as stated in this
6 section, any unscheduled absence that is the result of a communicable
7 disease as diagnosed by any licensed independent practitioner or a test
8 confirmed by Caregiver Health Services (i.e., positive COVID test) will not be
9 considered an occurrence. Nurses are expected to give notice of the need
10 for time away whenever possible. A nurse who is absent from work for three
11 (3) consecutive working days without notice to the Medical Center is subject
12 to discipline, suspension or discharge.

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13
14 **F. Hire, Promotion, Transfer.** The Medical Center shall have the right to hire,
15 promote and transfer nurses, except as expressly limited by the Agreement.

16
17 **G. Introductory Period.** A nurse employed by the Medical Center shall be
18 considered introductory during the first one hundred eighty (180) calendar
19 days of employment. If a nurse is terminated by the Medical Center during
20 the introductory period, but after one hundred twenty (120) calendar days of
21 employment, and the nurse has not been given a written evaluation after
22 sixty (60) calendar days of employment and before completion of one
23 hundred twenty (120) calendar days of employment, then the Medical Center
24 shall give the nurse no less than three (3) weeks' notice of termination of
25 employment or pay in lieu thereof for any part of the three (3) week period for
26 which such notice was not given, unless the termination is for violation of
27 professional nursing ethics. The preceding notice provision, when applicable,
28 is in place of the notice provisions in Section F below.

29
30 **H. Notice of Resignation.** Nurses shall give the Medical Center not less than
31 two (2) weeks' notice of intended resignation.

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

8
9 **J. Review of Performance Following Discipline.** Upon request from a nurse
10 who has received discipline, the Medical Center will review the nurse's
11 performance and provide a written summary addressing the nurse's efforts at
12 resolving the issues that led to the discipline. In responding to such requests,
13 the time between the original disciplinary action and the nurse's request for a
14 follow up review may be taken into account and reflected in the summary.
15 The statement will be given to the nurse and placed in the nurse's personnel
16 file.

17
18 **K. Individual Work Plans.** Work plans are not disciplinary actions. The goal of
19 a work plan is to provide a tool to enable a nurse to develop skills and/or
20 improve performance. Work plans will outline job requirements, performance
21 expectations, and objectives. The Medical Center will seek input from the
22 nurse in the development of a plan, but the parties acknowledge that the
23 Medical Center has the right to determine when to implement a plan and to
24 decide on the terms set forth in the development of the work plan. If a plan is
25 in place and there is a significant change in circumstances (e.g., significant
26 change in workload or assignment), the nurse may request an adjustment to
27 the plan to address the changed circumstances.

28
29 **L. Personnel File.** A nurse may review the contents of their personnel file upon
30 request, in accordance with ORS 652.750. A nurse will also be permitted to
31 submit to their personnel file a written rebuttal or explanation, which will be
32 included with any documentation of discipline or discharge.

1 **M. Exit Interview.** A nurse shall, upon request, be granted an interview upon
2 the termination of the nurse's employment.

3
4 **N. Assignment.** A nurse who is scheduled to work shall not be assigned to
5 other than that nurse's scheduled working assignment because of the use of
6 unscheduled nurses. The preceding sentence shall not apply if it would result
7 in a nurse in the latter category being assigned to work for which such nurse
8 is not qualified; however, when such nurse(s) is needed, the Medical Center
9 shall make a reasonable effort to obtain a nurse who is qualified.

10
11 **O. Video Surveillance.** There will be no video surveillance cameras placed
12 where employees would have a reasonable expectation of privacy.

13 14 **ARTICLE 12 – RESTROOMS AND LOCKERS**

15 Restrooms and lockers shall be provided by the Medical Center. Each unit will have
16 a mechanism for mail delivery (e.g. mailboxes or file cabinets – labeled with their full
17 name) available for nurses in their departments. The Medical Center will make good
18 faith reasonable efforts to provide a room for nurses to rest during breaks, which is
19 reasonably accessible to the nurses on the unit. If a nurse or the Union has
20 concerns about the provision of a room for breaks, prior to filing a grievance alleging
21 that such a good faith reasonable effort is lacking, the nurse or the Union should
22 raise the issue at the Task Force where the parties will discuss potential for
23 resolution of the concerns.

24 25 **ARTICLE 13 – LEAVES OF ABSENCE**

26 **A. Leaves Without Pay (Non-Medical).** Leaves of absence without pay may be
27 granted to regular nurses, who have been continuously employed for at least
28 six (6) months, at the option of the Medical Center for good cause shown
29 when applied for in writing in advance, except that no leaves of absence for
30 extended professional study purposes will be granted between June 1 and
31 September 1 each year unless it is an approved Providence Bachelors of
32 Science of Nursing Program with a leave requirement. Leaves of absence

1 will be granted only in writing. However, a nurse will be deemed to be on a
2 leave of absence from the beginning of any approved period of unpaid
3 absence, other than layoff, regardless of the completion of paperwork under
4 this section.
5

6 **B. Medical Leaves.**

7 1. Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA).

8 Parental, family medical, and workers' compensation leaves of
9 absence will be granted in accordance with applicable law.
10

11 2. Medical Leave of Absence. Regardless of eligibility for leave under
12 FMLA or OFLA, nurses who have completed the first six (6) months of
13 employment are eligible for up to six (6) months of leave to care for
14 their own serious health condition (including maternity). Such leave
15 will not be taken on an intermittent basis. Time taken under FMLA or
16 OFLA will count toward the six (6) month maximum. Benefits will
17 continue as required under FMLA, or as long as the nurse is using
18 appropriate paid time off as outlined in Article 5. Nurses are not
19 guaranteed reinstatement while on non-FMLA or non-OFLA medical
20 leave to the same position except (a) as required by law or (b) as
21 stated in Section I ("Return from Leave") below.

1 **C. Military Leave.** Leaves of absence for service in the Armed Forces of the
2 United States will be granted in accordance with federal law. A leave of
3 absence granted for annual military training duty, not to exceed two (2)
4 weeks, shall not be charged as vacation time unless requested by the nurse.
5

6 **D. Mission Leave.** Any nurse may request a personal leave of absence for the
7 purpose of medical mission work. The nurse will provide documentation
8 demonstrating that the work is in furtherance of Providence's mission. Such
9 leave will be granted only with the approval of the nurse's manager. The
10 nurse may use PTO during the time of the leave, or, with manager approval,
11 take the leave unpaid.
12

13 **E. Benefits While on Leave.** A nurse will not lose previously accrued benefits
14 as provided in this Agreement but will not accrue additional benefits during
15 the term of a properly authorized leave of absence. A nurse's anniversary
16 date for purposes of wage increases and vacation accrual rates shall not be
17 changed because of being on a leave for thirty (30) days or less.
18

19 **F. Bereavement Leave.** A regular nurse who has a death in the nurse's family
20 will be granted time off with pay as follows: up to three (3) days will be paid
21 when the days that the nurse needs to be absent fall on the nurse's regular
22 workdays to attend a funeral or memorial service of a member of the nurse's
23 immediate family (provided that the leave is taken within a reasonable time of
24 the family member's death). A member of the nurse's immediate family for
25 this purpose is defined as the parent, grandparent, mother-in-law,
26 father-in-law, spouse, child (including foster child), grandchild, sibling of the
27 nurse; parent, child, or sibling of the nurse's spouse; spouse of the nurse's
28 child; the parent of the nurse's minor child; or other person whose
29 association with the nurse was, at the time of death, equivalent to any of
30 these relationships.

1 **G. Jury Duty.** A nurse who is required to perform jury duty will, if they request,
2 be rescheduled to a comparable schedule on day shift during the Monday
3 through Friday period and be permitted the necessary time off from such new
4 schedule to perform such service, for a period not to exceed two (2) calendar
5 weeks per year. A nurse who is required to perform jury duty will be paid the
6 difference between the nurse's regular straight-time pay for the scheduled
7 workdays they missed and the jury pay received, provided that they have
8 made arrangements with the nurse's manager in advance. The nurse must
9 furnish a signed statement from a responsible officer of the court as proof of
10 jury service. A nurse must report for work if the nurse's jury service ends on
11 any day in time to permit at least four (4) hours' work in the balance of the
12 nurse's normal workday.

13
14 **H. Appearance as a Witness.** Nurses who are subpoenaed to appear as a
15 witness in a court case, in which neither nurses nor the Union is making a
16 claim against the Medical Center, involving their duties at the Medical Center,
17 during their normal time off duty will be compensated for the time spent in
18 connection with such an appearance as follows: They will be paid their
19 straight-time rate of pay, not including shift differential, provided that the
20 subpoenaed nurse notifies the Medical Center immediately upon receipt of
21 the subpoena. Such pay will not be deemed to be for hours worked. They will
22 also be given, if they so request, equivalent time off from work in their
23 scheduled shift immediately before or their scheduled shift immediately after
24 such an appearance, provided that the subpoenaed nurse makes the request
25 immediately upon receipt of the subpoena.

26
27 **I. Return from Leave.**

- 28 1. A nurse who continues to be absent following the expiration of a
29 written leave of absence, or emergency extension thereof granted by
30 the Medical Center, is subject to discipline, suspension or discharge.

2. The following provisions apply to leaves other than those under FMLA, OFLA and workers' compensation: Upon completion of a leave of absence of sixty (60) 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) days, the nurse will be offered reinstatement to the nurse's former job (including position, unit, shift and schedule), if such job has not been filled. If such job has been filled, the nurse will be 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 24 of this Agreement are not applicable to a nurse who is eligible for reinstatement, but has not yet been reinstated, under the preceding two (2) 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 their seniority.

(Leaves of absence for educational purposes are also referred to in the Professional Development article of this Agreement.)

ARTICLE 14 – HEALTH AND WELFARE

- A.** 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.** 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.

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

3
4 D. Each actively working regular nurse will participate in the benefit program
5 offered to a majority of the Medical Center's other employees, in accordance
6 with their terms and Appendix D. From the Providence benefits program, the
7 nurse will select: (1) medical coverage (Health Reimbursement Medical Plan
8 or Health Savings Medical Plan: effective January 1, 2020, the EPO Plan will
9 be added as a third plan option), (2) dental coverage (Delta Dental PPO
10 1500 or Delta Dental PPO 2000), (3) supplemental life insurance,
11 (4) voluntary accidental death and dismemberment insurance, (5) dependent
12 life insurance, (6) health care Flexible Spending Account (FSA), (7) day care
13 Flexible Spending Account (FSA), (8) long term disability coverage, and (9)
14 short term disability, and (10) vision coverage. The Medical Center will offer
15 all such benefits directly or through insurance carriers selected by the
16 Medical Center.

17
18 E. The nurse will pay, by payroll deduction unless some other payment
19 procedure is agreed to by the nurse and the Medical Center, the cost of the
20 total benefits selected which exceeds the portion paid by the Medical Center
21 under the preceding section.

22
23 F. Providence will provide a short-term disability and paid parental leave
24 benefit. Nurse eligibility for these benefits will be determined by the Short-
25 Term Disability and Paid Parental Leave policies.

26 ~~1. Short-term disability and paid parental leave will be paid at sixty-six~~
27 ~~and two-thirds percent (66.67%) of the employee's base rate of pay~~
28 ~~plus all applicable shift, certification, clinical ladder, and charge nurse~~
29 ~~differentials provided under Appendix A and Appendix C, at the time of~~
30 ~~use.~~

31
32 ~~1. Beginning the first full pay period in 2024, t~~The Medical Center will
33 provide an enhanced short-term disability benefit, in which benefit-

eligible caregivers will be eligible for up to eight (8) weeks of leave with one hundred percent (100%) pay following the seven (7) day waiting period (when PTO can be used) and then sixty-six and two-thirds percent (66.67%) thereafter for a combined total of twenty-six (26) weeks, including base pay plus all applicable shift, certification, clinical ladder, and charge nurse differentials provided under Appendix A & Appendix C, at the time of use.

2. Paid Parental Leave. Paid Parental Leave eligibility is up to 6 weeks at 66.67% of pay. Paid Leave OR serves as the primary benefit, and the Providence plan supplements the benefit up to plan maximum based on the approved leave duration under the plan. Eligible nurses are required to apply for Paid Leave Oregon for qualifying leave in addition to applying for Paid Parental leave.

3. Oregon State Paid Leave Program with Short-Term Disability Benefit. For the purpose of Short-Term Disability benefits, Paid Leave Oregon serves as the primary benefit, and the Providence plan supplements the benefit up to plan maximum based on approved leave duration under the plan. Eligible nurses are required to apply for Paid Leave Oregon benefits for qualifying leaves in addition to applying for Short-Term Disability.

<u>Benefit Week</u>	<u>Paid Leave Oregon + Providence's Enhanced Short Term Disability Program</u>
<u>Week 1</u>	<u>Short Term Disability waiting period (can use PTO hours) and may be compensated through Paid Leave Oregon</u>
<u>Weeks 2 - 9</u>	<u>Paid Leave Oregon + Providence Enhanced Short-Term Disability = 100% of regular pay</u>
<u>Weeks 10 - 26</u>	<u>Paid Leave Oregon + Providence Short-Term Disability = at least 66.67 of regular pay</u>

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1
2 **G.** For the term of this collective bargaining agreement, the Medical Center will
3 not make any significant or material changes in the medical, dental, and
4 vision insurance plan design with regard to (a) amount of the in-network net
5 deductible (defined as deductible minus monetary contributions from the
6 Medical Center for either the HRA or the HSA); (b) the percentage of
7 employee medical premium contributions; (c) annual out-of-pocket
8 maximums for in-network expenses; and (d) amount of spousal surcharge.
9 The spousal surcharge will be the only such surcharge in the medical and
10 dental insurance plan.

11
12 **H.** For the term of the collective bargaining agreement the Medical Center will
13 not charge or create any significant or material newly contemplated never
14 before charged fee for the medical, dental and vision insurance plans.

15
16 **ARTICLE 15 – PENSIONS**

17 **A.** Nurses will participate in the Medical Center's retirement plans in accordance
18 with their terms.

19
20 **B.** At the time of ratification, the retirement plans include:

- 21 1. the Core Plan (as frozen);
- 22
- 23 2. the Service Plan;
- 24
- 25 3. the Value Plan (403(b)); and
- 26
- 27 4. the 457(b) plan.
- 28

29 **C.** The Medical Center shall not reduce the benefits provided in such plans
30 unless required by the terms of a state or federal statute during the term of
31 this Agreement.
32

1 **D.** The Medical Center may from time to time amend the terms of the plans
2 described in this article; except (1) as limited by Section C above and (2) that
3 coverage of nurses under Section B above shall correspond with the terms of
4 coverage applicable to a majority of Medical Center employees.

5
6 **ARTICLE 16 – UNION BUSINESS**

7 **A.** Duly authorized representatives of the Union shall be permitted at all
8 reasonable times to enter the facilities operated by the Medical Center for
9 purposes of transacting Union business and observing conditions under
10 which nurses are employed; provided, however, that the Union's
11 representative shall comply with the Medical Center's security and
12 identification procedures. Transaction of any business shall be conducted in
13 an appropriate location subject to general Medical Center and clinic rules
14 applicable to non-employees, shall be confined to contract negotiation and
15 administration matters, and shall not interfere with the work of the
16 employees.

17
18 **B.** The Medical Center will provide the Union with designated bulletin board
19 space of approximately two (2) feet by three (3) feet in each nursing unit,
20 which will be the exclusive places for the posting of Union-related notices.
21 Such postings shall be limited to notices that relate to contract negotiation
22 and administration matters.

23
24 **C.** Nurses who serve as delegates, cabinet members, bargaining team
25 members or board members, stewards/unit representatives, of the Union or
26 its parent (ANA) will be granted time off, up to a total of two hundred (200)
27 hours for all such nurses, to attend to official union business, as outlined
28 below.

- 29 1. Nurses must submit such a request for time off as soon as possible
30 but no later than the schedule cutoff date, when possible.
31

- 1 2. Nurses who submit requests pursuant to this Section C will be
2 permitted to either
3 (a) Use accrued but unused PTO in the nurse's account; or
4
5 (b) Access a bank of one hundred twenty (120) hours per calendar
6 year, if the nurse's accrued PTO account is then at eighty (80)
7 hours or less. Nurses who access this bank of unpaid hours will
8 be permitted to take time off without loss of PTO.
9
10 3. If more than three (3) nurses on the same unit and shift request time
11 off pursuant to this Section C for the same or overlapping periods of
12 time, the Medical Center will determine whether all of the nurses'
13 requests may be granted, consistent with patient care needs, and, if
14 such requests cannot be granted, the Medical Center will meet with
15 the Union to determine which of the nurses' requests will be granted.
16 The parties commit to the importance of participation of nurses in
17 contract negotiations. The members of the Union negotiating team will
18 work with their managers to make good faith attempts to adjust their
19 schedules to accommodate negotiations, including arranging for
20 schedule trades. If they are unsuccessful, the parties will promptly
21 discuss the issue to strive to mutually reach a solution to better ensure
22 staff nurses are included in scheduled negotiations.
23
24 D. The Union will supply the Medical Center with a list of designated Union
25 Stewards from among the various units of the Medical Center.

1 **E.** The Medical Center will supply the Union chair at the Medical Center and the
2 Union monthly, by electronic means, a list of all bargaining unit nurses
3 showing their addresses, listed telephone numbers, beginning dates of their
4 last period of continuous employment, status (full-time, part-time, or per
5 diem), and the assigned shifts and unit of each nurse. The Medical Center
6 will also supply each month a list showing the names and addresses of all
7 nurses who terminated during the preceding month.

8
9 **F.** The Medical Center will post a seniority list, sorted by unit, on the Medical
10 Center's nursing intranet site every other month in even months ~~three (3)~~
11 ~~times a year~~. The seniority list will include the name of each nurse and the
12 nurse's total number of seniority hours. The Medical Center will email the
13 seniority list to the Union Chair and the ONA Labor Representative when it is
14 posted to the intranet.

15
16 **ARTICLE 17 – NO STRIKE**

17 **A.** In view of the importance of the operation of the Medical Center's facilities to
18 the community, the Medical Center and the Union agree that there shall be
19 no lockouts by the Medical Center and no strikes, picketing or other actual or
20 attempted interruptions of work by nurses or the Union (with respect to this
21 agreement) during the term of this Agreement.

22
23 **B.** The Medical Center and the Union further agree that there shall be no
24 sympathy strikes by nurses or the Union during the term of this Agreement.
25 If, however, an individual nurse in good conscience does not want to cross a
26 lawful primary picket line, the nurse may request absent time without pay or
27 benefits. Such request will be considered by the Medical Center, which may
28 grant the request if it determines, in its sole discretion, that patient care will
29 not be adversely affected. If the request is not granted, it shall not be a
30 violation of this Article for a nurse to engage in sympathy picketing on the
31 nurse's own time, in support of the lawful primary picket line, if such picketing
32 does not interfere with the nurse's assigned hours of work.

1 **ARTICLE 18 - GRIEVANCE PROCEDURE**

2 **A.** A grievance is defined as any dispute by a nurse over the Medical Center's
3 interpretation and application of the provisions of this Agreement. During a
4 nurse's probationary period, the nurse may present grievances under this
5 Article to the same extent as a nurse, except that the question of a
6 probationary nurse's continued employment shall be determined exclusively
7 by the Medical Center and shall not be subject to this Article.

8
9 A nurse or nurses who believe that the Medical Center has violated
10 provisions of this Agreement is encouraged to discuss the matter with the
11 nurse's manager before undertaking the following grievance steps. A
12 grievance shall be presented exclusively in accordance with the following
13 procedure:

- 14 • Step 1: The grievance will be presented on a Union-developed
15 grievance form to the aggrieved nurse(s)' unit manager within fourteen
16 (14) days of when the Union or the nurse(s) knew or should have
17 known of the violation. The unit manager, Union representative, and
18 the nurse(s) involved shall promptly meet at a mutually scheduled
19 time, to discuss and attempt to resolve the issue. The unit manager
20 shall respond to the Union representative in writing within fourteen
21 (14) days from the date of the meeting. If the unit manager does not
22 respond, the grievance will be considered denied effective fourteen
23 (14) days from the date of the meeting. Group grievances in which
24 four (4) or more nurses are involved in the same issue, will be initiated
25 at Step 2, unless all nurses involved share the same unit manager, in
26 which case the grievance shall be initiated at Step 1.
- 27
28 • Step 2: If the grievance is denied, the Union or the aggrieved nurse(s)
29 may appeal it in writing to the appropriate nursing director within
30 fourteen (14) days of the unit manager's denial. The nursing director,
31 Union representative and the nurse(s) shall promptly meet at a
32 mutually scheduled time to discuss and attempt to resolve the issue.
33 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 3: 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, 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 4: 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.

B. It is the intent of the parties that meeting(s) will be held at Steps 1, 2 and/or 3 among the grievant, the Union and the Medical Center. At such meeting(s), the grievance will be discussed in good faith. The parties may mutually agree in writing not to hold any of the meetings in Steps 1 through 3. If the parties agree not to hold a meeting, the grievance will be advanced to the next step.

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 4, the arbitrator shall be chosen from a list of five (5) names furnished by the

1 Federal Mediation and Conciliation Service. The parties shall alternately
2 strike one (1) name from the list, with the first strike being determined by a
3 flip of a coin, and the last name remaining shall be the arbitrator for the
4 grievance.

5
6 **E.** The arbitrator's decision shall be rendered within thirty (30) days after the
7 grievance has been submitted to the arbitrator, unless the parties by mutual
8 agreement extend such time limit.

9
10 **F.** The decision of the arbitrator shall be final and binding on the grievant and
11 the parties, except that the arbitrator shall have no power to add to, subtract
12 from or change any of the provisions of this Agreement or to impose any
13 obligation on the Union or the Medical Center not expressly agreed to in this
14 Agreement.

15
16 **G.** The fee and expenses of the arbitrator shall be borne by the losing party, if
17 the arbitrator designates a losing party, except that each party shall bear the
18 expenses of its own representation and witnesses.

19
20 **H.** As used in this Article, "day" means calendar day.
21

22 **ARTICLE 19 – WORKPLACE SAFETY**

23 **A. Health and Safety Laws.** The Medical Center will follow all local, state, and
24 federal laws applicable to health and safety.
25

26 **B. Personal Protective Equipment.** The Medical Center agrees to provide all
27 necessary personal protective equipment. Nurses shall be permitted to use such
28 equipment according to the manufacturer's standards.
29

30 **C. Occupational Exposure.** The Medical Center will notify nurses in a timely
31 manner when it is aware of an occupational exposure to infectious disease. When a
32 nurse is exposed, as determined by Caregiver Health, to a disease which requires

immunization, testing, or treatment, the nurse will be provided immunization against, testing for, and/or treatment for such communicable disease without cost to the registered nurse. The nurse will be paid for all actual time, including travel time, related to testing as a result of occupational exposures.

The Medical Center will develop a process for expedited testing related to occupational exposures and bring it to Task Force.

D. Personal Safety. The Medical Center is committed to providing regular and ongoing education and training for registered nurses to promote their personal safety in the workplace setting.

1. The Employer shall maintain a process for emergency lock downs and train nurses, in person, on that process annually. This process will include a communications plan for all PPMC locations.

2. Threats to patient or staff member safety will be communicated to leadership and impacted staff in real time or as promptly as possible. Registered nurses shall escalate safety concerns immediately.

3. The Medical Center will create an escalation pathway for instances of violence and/or threats of violence. This pathway will be in writing, available in each unit, and reviewed annually in Interdisciplinary Practice Committee.

4. The Medical Center will maintain a workplace violence committee, which shall include the option for registered nurse membership and participation. Any nurse who is a member of the committee may place safety issues on the agenda. Task Force may request the co-chair of the Workplace Violence Committee to attend Task Force meetings to hear and discuss safety concerns.

5. The Medical Center is committed to a safe work environment. As a result, the Medical Center will discuss security concerns including Security

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1 Services, metal detectors, wandering, signage and other security measures at
2 Task Force. The Medical Center will provide a quarterly update of security-
3 related resources at Task Force.

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5 6. Security will be staffed at the hospital twenty-four hours per day, seven days
6 per week

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7
8 7. Prominent signs shall be posted in the workplace indicating weapons and
9 violence will not be tolerated on campus.

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10
11 8. The Hospital will encourage nurses who are victims of assault in the
12 workplace to report the event and will recognize the potential emotional
13 impact. The Employer will follow its established process regarding workplace
14 violence reports.

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15 i. Wellbeing resources are available to nurses via Providence's
16 caregiver assistance program, the ChooseWell portal,
17 Caregiver Support SharePoint site (i.e., My Mental Health
18 Matters), and HealthStream, including information and classes
19 about suicide prevention.

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20 ii. The Medical Center monitors the incidents of reported
21 behavior/combatative persons (code gray), weapons/hostage
22 situations and active threat on campus (code silver), and the
23 reported occurrences of workplace violence. The data will be
24 shared and reviewed with the ONA Task Force as permitted by
25 HIPAA. This data will be used to evaluate training needs.

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26 iii. If a nurse who has been assaulted at work is unable to continue
27 working after reporting the incident, the nurse will be released
28 from duty without loss of pay for the remainder of that shift. If
29 additional time away is needed, the nurse should contact the
30 leave administrator and/or Caregiver Health to explore
31 programs, resources and available options.

32 iv. A nurse who has been assaulted by a patient or patient's visitor

will inform the charge nurse, using their chain of command, and may request not to be assigned the patient as a primary nurse. The charge nurse will honor the request until the matter can be reviewed with leadership. The core leader will discuss options with the impacted nurse, evaluate the situation, and make future determination on their assignments. Once validated, requests for reassignment will not be denied.

v. The Medical Center will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise their rights under the law.

9. The Medical Center will provide PMAB training for nurses in units where it is required. Additionally, effective six months after contract ratification, the Medical Center will make twelve, (12) voluntary PMAB training classes available to nurses who request it, on paid time, on a first-come, first-serve basis, each year until this contract expires. The Medical Center may cancel any voluntary PMAB training class if enrollment is less than 50% of the class capacity.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT

- A. The Medical Center shall provide counseling and evaluations of the work performance of each nurse covered by this Agreement not less than once (1) per year.
- B. The Medical Center agrees to maintain a continuing in-service education program for all personnel covered by this Agreement. In the event a nurse is required by the Medical Center to attend in-service education functions outside the nurse's normal shift, they will be compensated for the time spent at such functions at the nurse's base rate of pay as well as the applicable shift differential to which the nurse is assigned. The term "in-service education" shall include the Medical Center requested individual training in specialty as well as other educational training. If the Medical Center specifically instructs a nurse, in writing, to purchase instructional materials or

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1 equipment for mandatory in-service education, the Medical Center will
2 reimburse the nurse for the reasonable cost of such materials. Before
3 incurring any such expense, the nurse must seek the written approval of
4 his/her manager.

5
6 **C.** The philosophy of the Medical Center's orientation program shall be to
7 provide the newly graduated registered nurse employee with a supervised
8 first hospital work experience. In accordance with this policy, the Medical
9 Center agrees to maintain an orientation program to help newly graduated
10 registered nurses achieve clinical nursing experience. The Medical Center
11 further agrees to discuss in advance any changes in Medical Center
12 orientation program with the ONA Task Force.

13
14 **D.** The Medical Center endorses the concept of professional improvement
15 through continuing professional education. The Medical Center may grant
16 unpaid educational leaves of absence of up to one (1) year. Extensions of
17 time beyond one (1) year may be granted at the discretion of the Medical
18 Center. Paid educational leaves of absence will be granted consistent with
19 prudent Medical Center management. The Medical Center will attempt to
20 offer educational leave opportunities to as broad a spectrum of its nurses as
21 practicable under existing circumstances.

22
23 **E.** Nurses shall make reasonable efforts to complete mandatory education
24 (such as HealthStream) and the annual nursing evaluation during regularly
25 scheduled shifts. A nurse who is finding it difficult to find adequate
26 uninterrupted time away from patient care duties to complete mandatory
27 education or the nursing evaluation may bring this difficulty to the attention of
28 their manager. The nurse and the manager will then work together to
29 schedule a reasonable amount of paid time away from patient care,
30 consistent with patient care needs, for the nurse to complete the education or
31 evaluation. If after discussing the issues with the manager the nurse
32 continues to find it difficult to find adequate uninterrupted time away from
33 patient care duties to complete mandatory education or the nursing

1 evaluation, the nurse may escalate the concern through the chain of
2 command.

3
4 **F.** For any education time, the nurse will apply in advance to the appropriate
5 nursing manager or designee for approval prior to the requested time.
6 Approval of such requests will be granted or denied within two (2) weeks of
7 application.

8
9 **G.** During each calendar year, the Medical Center will provide paid non-
10 mandatory educational leave as follows:

- 11 1. Sixteen (16) hours of paid educational leave for use by each full-time
12 nurse, and each part-time nurse, who worked at least eight hundred
13 (800) hours in the preceding calendar year, to attend educational
14 programs on or off the Medical Center premises which are related to
15 clinical nursing matters where attendance would be of benefit to both
16 the Medical Center and the nurse. Any full-time or part-time nurse who
17 has not worked at least eight hundred (800) hours due to an approved
18 leave of absence may request an exception.
- 19
20 2. Each per diem nurse who worked at least eight hundred (800) hours in
21 the preceding calendar year may apply for a maximum of eight (8)
22 hours of educational leave under this paragraph. The Medical Center
23 will provide a quarterly report to Professional Nursing Care Committee
24 showing the number of educational leave hours used by registered
25 nurses.
- 26
27 3. At the time the leave is approved, the nurse and the manager will
28 agree on a format and/or process for the purpose of sharing the
29 contents of the educational program, upon return from the leave.
30 The Medical Center may grant more extended educational leave in
31 cases it deems appropriate.

- 1 4. The first (1st) year's educational leave shall be available for use in the
2 calendar year in which the nurse reaches their first (1st) anniversary
3 date of employment as a nurse, but may not be used until after such
4 anniversary date. Each subsequent calendar year's educational leave
5 shall be available for use during such calendar year.
- 6
- 7 5. Specific programs are subject to prior approval by the Medical Center.
8 Requests for educational leave and the Medical Center's response will
9 be in writing on the Medical Center's form(s). The nurse will make best
10 efforts to submit their education leave request prior to the schedule
11 posting. If the nurse is requesting educational leave after the schedule
12 is posted, the nurse will exhaust all efforts to find a replacement for
13 them to attend appropriate educational events. If all options have been
14 exhausted the Nurse Managers will evaluate additional educational
15 requests and may approved based on staffing levels/needs. If a
16 request for educational leave is not approved, the nurse may ask the
17 Professional Nursing Care Committee to review the request. The
18 PNCC will review the request and forward its recommendation and
19 explanation to the division director in charge of the nurse's unit. The
20 division director's decision will be final and binding on all concerned.
- 21
- 22 6. Educational leave not used by nurses in the applicable year shall be
23 waived, except that if the reason for not using the educational leave in
24 the year is that it was not approved by the Medical Center, after
25 having been requested no later than one (1) month before the end of
26 such year, the waiver shall not become effective until three (3) months
27 following the end of such year.
- 28
- 29 7. Upon return from an educational leave, the nurse will, upon request by
30 the Medical Center, submit a report or make an oral presentation for
31 the purpose of sharing the contents of the educational program.
- 32

- 1 **H. Education Fund.** The Medical Center will provide up to one hundred and
2 seventy-five thousand dollars (\$175,000) In each calendar year of the
3 contract, for assistance for regular full time, part time and per diem nurses for
4 registration fees and required materials. For in person/off site travel for
5 educational courses, reasonable travel, lodging, meals and or parking
6 expenses will be reimbursed in accordance with organizational standards for
7 business travel. A regular status nurse will be eligible for up to four hundred
8 and seventy-five dollars (\$475) per calendar year from the above annual
9 amount. A per diem nurse will be eligible for up to two hundred and twenty-
10 five dollars (\$225) per calendar year from the above annual amount, if the
11 nurse has worked at least eight hundred (800) hours in the immediately
12 preceding calendar year.
- 13 1. Registered nurses will apply for funds via the Medical Center's form
14 for continuing education, reimbursement and certification resources.
15 (a) The registered nurse will be notified whether the request is
16 approved or denied within two weeks of application.
17
18 (b) Payment up to the registered nurse's eligibility amount will be
19 made to the registered nurse after completion of the course. The
20 registered nurse will submit the required materials following the
21 completion of the course, including certification of attendance and
22 itemized receipts. The Medical Center may, in its discretion,
23 provide additional sums as it deems appropriate.
24
- 25 2. At the end of a calendar year, any funds remaining unpaid from the
26 above annual amount will be prorated and paid to registered nurses
27 who applied for and would have received further assistance if there
28 had been no maximum annual amount per registered nurse. No
29 registered nurse will receive payments under this paragraph in excess
30 of the registered nurse's actual expenses.
31

3. The Medical Center will provide the Professional Nursing Care Committee with a quarterly report of the amount of education funds used.

I. Tuition Reimbursement. Registered nurses are eligible to receive tuition reimbursement per calendar year in accordance with the terms of the Medical Center policy. Eligibility requirements:

- Benefit eligible with 0.5 or higher
- In good standing for previous six (6) months
- Eligible upon ninety (90) days of the most recent date of hire

A full-time registered nurse (0.9 FTE and above) who meets eligibility requirements may receive up to five thousand-two hundred and fifty dollars (\$5,250) per calendar year. A part time registered nurse may receive up to a prorated amount in accordance with their FTE.

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 twenty (220) paid hours in aggregate per fiscal year for PNCC members to attend to PNCC responsibilities described herein.

C. 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

1 qualified nurse which does not lead to overtime or premium pay, the
2 coverage will be approved.

3
4 **D.** This Committee shall meet not more than once a month at such times so as
5 not to conflict with the routine duty requirements.

6
7 **E.** The Committee shall establish a charter in partnership with the CNO, prepare
8 agendas, and keep minutes for all of its meetings, copies of which shall be
9 provided to the Medical Center's designated nurse executive within a month
10 after each meeting. The minutes shall be made available on the Nursing
11 Portal.

12 **F.** The Committee shall consider matters which are not proper subjects to be
13 processed through the grievance procedure, including the improvements of
14 patient care and nursing practice.

15
16 **G.** The Medical Center recognizes the responsibility of the Committee to
17 recommend measures objectively to improve patient care and will duly
18 consider such recommendations and will so advise the Committee of action
19 taken.

20
21 **ARTICLE 22 – SENIORITY**

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

- 26 1. Voluntary Termination.
- 27
- 28 2. Is discharged for proper cause.
- 29
- 30 3. Layoff for lack of work which has continued for twelve (12)
31 consecutive months.
- 32

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 his/her 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 25 (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)~~Every other month, the Medical Center will furnish to the Union a seniority list of nurses in the bargaining unit covering seniority hours ~~through such pay period. Such list will be provided in even-numbered months no later than the 15th of the month and calculated through the end of the last full pay period of the prior month.~~ The seniority of the

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nurses on the ~~furnishedsemi-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 their 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 his or her seniority restored back to the date employment was ended.

ARTICLE 23 – FILLING OF VACANCIES AND JOB POSTING

A. Job Posting.

1. When the Medical Center intends to fill a general duty or charge nurse vacancy, it will post the vacancy and email the unit a notice of the job posting including the job posting number, unit, FTE, and shift. for no less than seven (7) days and The Medical Center shall not fill the vacancy, except temporarily, for seven (7) days beginning with the date when first posted the posting is first emailed to the unit. 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 Article 22.

2. Open Patterns. When a pattern becomes vacant and management determines to fill the pattern, the Medical Center will email the unit the pattern, FTE, and shift for the pattern. The Medical Center shall not fill the pattern, except temporarily, for seven days beginning with the date when the vacant pattern is first emailed to the unit, A summary document showing all filled and vacant patterns will be available to nurses on the unit for review.

A.B.

1. No vacancy under this Article will be deemed to exist when, for temporary periods not to exceed six months and not more than once per calendar year, 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

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1 preference, provided the nurse is qualified and the extra hours, if any,
2 will not result in scheduled overtime hours.

3
4 2. Notwithstanding the forgoing, the Medical Center may temporarily
5 schedule new graduate/new-to-specialty nurses onto a day or night
6 shift based on operational needs for the duration of the residency plus
7 up to an additional one hundred twenty (120) days. Should a vacancy
8 exist, it will be posted according to the provisions of this article.

9
10 3. Upon notice of upcoming registered nurse vacancies, the Medical
11 Center shall post the vacant position within two weeks of receiving the
12 notification, unless determining factors require additional consideration
13 and time to determine need for posting.

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

17
18 **B.C. Seniority Consideration.**

19 1. For Charge Nurse vacancies, the Medical Center shall consider
20 factors including whether the nurse meets both required and preferred
21 qualifications as set forth on the job description, history of job
22 performance, and the nurse's performance in the select interview
23 process. In the event that two (2) or more candidates' qualifications
24 are substantially equal, the position will be awarded on the basis of
25 seniority. The Medical Center shall make the choice, according to the
26 above-stated standards, objectively applied, with input from a unit-
27 based committee that will include bargaining unit nurses. The
28 candidates interviewed shall be given the opportunity to supply the
29 committee with a brief written resume, summarizing the candidate's
30 past experience, length of experience, reason for application and
31 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 their seniority as defined in Article 22, 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 their seniority as defined in Article 22, plus one-half (½) 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 Article 22.

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

C.D. 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 B2 above.

ARTICLE 24 – REDUCTION IN FORCE

A. A reduction in force is defined as the involuntary elimination of a regular nurse's position or an involuntary reduction of a regular nurse's scheduled hours or shifts.

1 **B.** For purposes of this article, “qualified” means that the nurse is able to be
2 precepted on site at the Medical Center up to six (6) weeks of assuming the
3 new role or position.
4

5 **C.** If the Medical Center determines that a reduction in force as defined in
6 Section A of this article is necessary, a minimum of forty-five (45) days’
7 notice will be given to the Union detailing purpose and scope of the reduction
8 and the likely impacted unit or units, shifts, and positions. The Medical
9 Center will provide the Union with a list of open RN positions at the Medical
10 Center and, at the request of the Union, at any other Providence facilities
11 within Oregon. An “open position” is any position for which the facility is still
12 accepting applications.

1 **D.** Upon notice to the Union, representatives of the Medical Center and the
2 Union will meet to discuss the scope of the reduction and the likely impacted
3 unit or units, shifts, and positions as well as options for voluntary lay-offs,
4 reduction of the scheduling of per diem nurses, conversion from regular
5 nurse status to a per diem nurse and FTE reductions (full-time nurses going
6 to part-time status). The Medical Center will consider the options suggested
7 by the Union, but will not be required to implement the suggested options.
8

9 **E.** If after meeting with the Union, the Medical Center determines that a
10 reduction in force is still needed the nurse or nurses on the unit or units to be
11 impacted will be given a minimum of thirty (30) days' notice. If there are any
12 posted RN positions within the Medical Center at the time of a reduction in
13 force, the Medical Center will wait to fill such positions with an external
14 applicant until it has become clear which nurses will be impacted by the
15 reduction in force (either laid off or displaced into another position), and
16 those nurses have had an opportunity to apply for those positions. The
17 Medical Center may immediately post and fill nursing positions if either (1) it
18 is apparent that the nurses likely to be impacted by the reduction in force are
19 not qualified for the open position or (2) the Medical Center has an urgent
20 need to fill the position for patient care reasons. The Medical Center will
21 inform other employers within Providence-Oregon of the existence of the
22 reduction in force, and request that they consider hiring the impacted nurses,
23 if any, for any open positions.
24

25 **F.** Upon notification to the impacted nurse or nurses on the unit or units the
26 Medical Center will displace the nurses in the following manner. Where more
27 than one (1) nurse is to be impacted in a unit or units, the impacted nurses
28 will progress through each step of the process as a group so that the nurse
29 or nurses with the most seniority will have the first choice of displacement
30 options and progress in a manner so that the nurse or nurses with the least
31 seniority will have the least options.

- 32 1. The nurse or the nurses with the least seniority as defined in Article 22
33 among the nurses in the shift or shifts of the patient care unit or units

1 where such action occurs, will be displaced from their position
2 provided that the nurse or nurses who remain are qualified to perform
3 the work. The displaced nurse or nurses whose position is taken away
4 will become the displaced nurse or nurses for the purposes of the
5 following subsections and will then have the following options:
6

- 7 2. Any initially displaced nurse may, within seven (7) calendar days of his
8 or her notification of the layoff, choose to accept layoff with severance
9 pay in lieu of further layoff rights or options. Such severance pay will
10 be based on the severance policy applicable to non-represented
11 employees then in effect, except that the nurse will receive severance
12 payments equal to seventy-five percent (75%) of the severance wages
13 available to non-represented employees with the same number of
14 years of service as the nurse. In order to receive severance payments,
15 the nurse will be required to sign the Medical Center's standard
16 severance agreement that includes a release of all claims (including
17 the right to file any grievance relating to the nurse's selection for
18 layoff). Any nurse who chooses severance (including a nurse who
19 chooses severance and then refuses to sign the severance
20 agreement) forfeits any further rights under this Article.

21 Severance is not available to nurses who become displaced due to
22 the application of the "bumping rights" described below.
23

- 24 3. If they do not accept severance, the displaced nurse or nurses will
25 take the position of the least senior regular nurse in their same patient
26 care unit or units, regardless of shift, provided they are qualified to
27 perform the work of that position (the nurse or nurses whose position
28 is thus taken will become the displaced nurse or nurses for the
29 purposes of the following subsections); or
30

- 31 4. The displaced nurse or nurses will take the position of the least senior
32 regular nurse in any patient care unit in which the displaced nurse or

nurses is permitted to float, provided they are qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or

5. The displaced nurse or nurses will take the position of the least senior regular nurse or nurses in the bargaining unit, provided they are qualified to perform the work of the position. For this sub-section only a nurse is qualified to perform the work of a position if they have held a regular position performing the duties of that position at the Medical Center within the two (2) years immediately prior to the date the Medical Center provided notice to the Union of the need for a reduction in force. (The nurse or nurses whose position is thus taken will become the displaced nurse for purposes of the following subsection); or

6. The displaced nurse will be laid off.

G. In the event the Medical Center undergoes a layoff and a position exists in a unit affected by the layoff that requires special skills and/or competencies which cannot be performed by other more senior nurses in that unit, the Medical Center will notify the Union of the need to potentially go out of seniority order. The parties agree to promptly meet and discuss the unit, scope of layoff, the job skills required, and how to address the situation in order to protect seniority rights and care for patients. In analyzing the special skills and/or competencies, the ability to provide training to more senior nurses will be considered. Special skills and competencies will not include a specific academic degree, non-mandatory national certifications, disciplinary actions or work plans.

H. Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off is/are qualified to perform the work of the recall position. A displaced nurse under any of the preceding sections or subsections of this article,

1 including recalled nurses under the previous sentence, will be given
2 preference for vacancies in the same unit and/or cluster, in order of their
3 seniority. Such recall rights continue for up to twelve (12) months from date
4 of displacement. It is the responsibility of the displaced nurse to provide the
5 Medical Center with any changes in address, telephone number or other
6 contact information. If the displaced nurse fails to provide the Medical Center
7 with such changes and the Medical Center is unable to contact him or her
8 with available contact information, they forfeit any recall rights.

9 10 **ARTICLE 25 – LOW CENSUS**

- 11 **A.** In the event of nurses not working all or part of one (1) of their scheduled
12 working days at the request of the Medical Center, the following order for
13 assigning time off shall be used, provided the nurse remaining on the unit is
14 qualified to perform the assignment:
- 15 1. Volunteers to take the time off (both regular and per diem nurses)
16 shall be sought in the shift of the patient care unit, then the cluster (for
17 those units in a cluster) affected, and then all medical surgical units
18 together (for medical surgical units only) using the "Wants Off" list. For
19 purposes of the preceding sentence, a "same shift and unit" and/or
20 cluster (for those units in a cluster)" exists where both the volunteer
21 and the per diem nurse on a shift of the same patient care unit and/or
22 cluster (for those units in a cluster) have the same starting and ending
23 times for that shift, consistent with Section B below.
 - 24
25 2. Agency or traveler nurses, followed by Sharecare nurses, will be
26 assigned time off.
 - 27
28 3. Per diem and Regular nurses eligible for any time-and-one-half (1½)
29 or other premium (for example, overtime and/or incentive pay) for
30 working on the shift of the patient care unit and/or cluster (for those
31 units in a cluster) affected will be assigned such time off using a

1 system of rotation. Per diem nurses shall be assigned low census
2 prior to regular nurses.

- 3
4 4. Per diem nurses who have worked twenty-four (24) hours in a week
5 will be assigned low census prior to Per diem nurses who have not yet
6 worked twenty-four (24) hours in a week. When no per diem nurse has
7 worked twenty-four (24) hours in a week, per diem nurses will be
8 assigned low-census using the system of rotation visible to all nurses
9 on the Providence Employee Intranet.

- 10
11 5. The remaining regular nurses on the shift of the patient care unit
12 and/or cluster (for those units in a cluster) affected (for the Med-Surg
13 units only, all Med-Surg units will be counted together) will be
14 assigned mandatory low census based on who has the lowest "Factor"
15 on the low census list and who has not reached their cap for the
16 scheduling period or year:

- 17 (a) For the purpose of mandatory low census the clusters are (a) all
18 medical/surgical together and (b) all critical care units together (c)
19 all maternal/child units together (d) all mental health units
20 together. If there are no opportunities to work within the cluster the
21 nurse may be assigned to work any responsibilities within nursing
22 services consistent with the terms of Article 9, Floating.

23
24 **B. Voluntary Low Census.**

25 1. Process.

- 26 (a) Lists of requested voluntary Low Census will be maintained in the
27 patient care unit and/or staffing office (for those units using the
28 staffing office);

- 29
30 (b) Volunteers will have the option of indicating preference for taking
31 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 their 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 they were 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:

Nurse's Total Low Census Hours (voluntary and mandatory) in a rolling calendar year	÷	Nurse's FTE (expressed in annualized hours for the rolling calendar year)
---	---	---

Cancelled Extra Shifts are not included in the Low Census hours.

- 1 (a) The Low Census list will be updated every twelve (12) hours, and
2 will be available for viewing on the Providence Employee Intranet.
3 Each nurse is responsible for checking the Low Census list and
4 alerting his or her manager to any concerns with the calculation
5 for that nurse or the nurse's relative placement on the list. The
6 manager will use best efforts to investigate and make corrections,
7 if needed, in a timely manner.
8
- 9 (b) The Medical Center will record each nurse's total unpaid low
10 census hours for the year to date on the low census list. "Unpaid
11 low census hours" means scheduled working hours that the nurse
12 did not work due to low census (whether mandatory or voluntary)
13 and for which the nurse did not receive compensation (such as
14 through the nurse's choice to use paid time off or otherwise). The
15 Medical Center will highlight on the low census list any nurse who
16 has received two hundred (200) or more hours of unpaid low
17 census for the year.
18
- 19 (c) Per diem nurses on the shift of the patient care unit and/or cluster
20 (for those units in a cluster) affected will be assigned time off
21
- 22 (d) The Factor process shall be subject to temporary variation
23 because of scheduled days off, absences, inability to contact the
24 nurse whose turn in the rotation it is, or when the Medical Center
25 cannot otherwise provide from among available and qualified
26 nurses for the remaining work to be done.
27
- 28 (e) If the nurse whose turn it is to be off is already on an assigned day
29 off, the nurse present with the lowest factor will be assigned low
30 census.
31
- 32 (f) In an effort to alleviate nurses from incurring multiple incidents of
33 low census within the same pay period, each time a nurse

experiences an incident of low census of four (4) 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.

- (g) The Medical Center will create a mechanism for tracking mandatory low census only.

2. Nurses and management agree to form an exploratory work group to review the MDO process, including the factor list, and determine potential revisions to eliminate inefficiencies and/or inaccuracies. Such recommendations will be presented to the ONA Task Force for consideration. The work group will be made up with three members appointed by management and three nurses (or two nurses and one ONA representative) appointed by ONA.

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2.3. 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, 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. 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). 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.

D. 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.

1
2 **E. Mandatory Low-Census Caps.** No nurse will be asked to take mandatory
3 low census beyond a cap of twenty-four (24) hours per scheduling period,
4 and not to exceed one hundred and sixty-eight (168) hours in a calendar
5 year. It is the responsibility of the nurse to inform the nurse's manager that
6 the cap on low census has been reached in the scheduling period. If all
7 nurses scheduled for the shift have reached the scheduling period or annual
8 cap, and no alternate assignment is available, the nurse with the lowest
9 factor will be given the mandatory low census, with pay.

10
11 The identified nurse will be paid at their straight time rate, plus all applicable
12 differentials, for the scheduled hours not worked beyond the cap for the
13 canceled shift. For any cancelled shift prior to reaching the cap, the nurse
14 may choose to use accrued PTO or take the hours unpaid. In the event the
15 Medical Center experiences an unexpected major disruption in its operations
16 with the potential to have a long-term impact on the need for mandatory low
17 census, the Medical Center and the Union will meet in task force to identify
18 and implement solutions.

19
20 **F.** The assignment of either Voluntary or Mandatory Low Census may be
21 altered if the remaining nurses' skills do not meet the needs of an area.

22
23 **G.** If the Union believes that the process described herein for the preceding
24 posted work schedule has resulted in inequitable distribution of such days
25 not worked, it may ask to discuss this with the Medical Center. Upon such a
26 request from the Union, the Medical Center will meet with an Union
27 committee to review the matter and consider other approaches. Regular
28 nurses shall not suffer the loss of any benefits (excluding retirement) as a
29 result of not working all or part of one of their scheduled working days under
30 this section.

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

18
19 **I.** Agency nurses will not be assigned to work on the shift of a patient care unit
20 and/or cluster (for those units in a cluster) that a nurse is not working as
21 scheduled because of being assigned time off under this section, except
22 when the nurse is not working as a result of volunteering to take the time off.
23

24 **J.** Standby Pay for Low Census will be paid at four-eight dollars ~~and seventy-~~
25 ~~five cents~~ (\$8.004.75) per hour. If called in to work after being placed on low
26 census standby, the nurse shall be assigned a minimum of three hours (3) of
27 work, or pay in lieu of such hours not assigned by the Medical Center, at
28 time-and-one-half the nurse's straight-time rate of pay as shown in
29 Appendix A, including regularly scheduled shift, certification, clinical ladder,
30 and Charge Nurse differentials.
31

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1 **ARTICLE 26 – SEPARABILITY**

2 In the event that any provision of this Agreement shall at any time be declared
3 invalid by any court of competent jurisdiction or through government regulations or
4 decree, such decision shall not invalidate the entire Agreement, it being the express
5 intention of the parties hereto that all other provisions not declared invalid shall
6 remain in full force and effect. In such event, the parties shall meet, upon request, to
7 negotiate replacement provision(s), which shall be incorporated in this Agreement
8 upon mutual agreement of the parties.

9
10 **ARTICLE 27 – SUCCESSORS**

11 In the event that the Medical Center shall, by merger, consolidation, sale of assets,
12 lease, franchise, or any other means, enter into an agreement with another
13 organization which transfers in whole or in part the existing collective bargaining
14 unit, then such successor organization shall be bound by each and every provision
15 of this Agreement. The Medical Center shall have an affirmative duty to call this
16 provision of the Agreement to the attention of any organization with which it seeks
17 to make such an agreement as aforementioned, and if such notice is so given the
18 Medical Center shall have no further obligations hereunder from date of take-over.

19
20 **ARTICLE 28 – DURATION AND TERMINATION**

21 **A.** This Agreement shall be effective on its date of ratification, except as
22 expressly provided otherwise in the Agreement, and shall remain in full force
23 and effect until January 1, 202~~8~~⁵, and annually thereafter unless either party
24 hereto serves notice on the other to amend or terminate the Agreement as
25 provided in this Article.

26
27 **B.** If either party hereto desires to modify or amend any of the provisions of this
28 Agreement, it shall give written notice to the other party not less than ninety
29 (90) days in advance of January 1, 202~~8~~⁵, or any January 1 thereafter that
30 this Agreement is in effect.

31
32 **C.** If either party hereto desires to terminate this Agreement, it shall give written
33 notice to the other party not less than ninety (90) days in advance of

January 1, 202~~85~~⁸⁶, or any January 1 thereafter that this Agreement is in effect.

D. This Agreement may be opened by mutual agreement of the parties at any time.

ARTICLE 29 – APPENDICES

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

1 **ARTICLE 30 – TASK FORCE**

- 2 **A.** The parties reiterate their mutual commitment to quality patient care. In a
3 joint effort to ensure optimal nursing care and maintain professional
4 standards, a task force shall be established to examine nursing practice,
5 staffing and payroll issues, status of outstanding grievances that are not
6 disciplinary, notices and updates regarding unit restructures, key nursing
7 initiatives (which could include Magnet status, Releasing Time to Care,
8 Medicare Hospital Value Based Purchasing) and Medical Center workplace
9 process improvement projects. Agendas will be developed jointly along with
10 an annual calendar scheduling routine outline updates (where possible).
11 Agenda will include a schedule of staffing committee meetings. Failure of the
12 task force to agree on a matter will not be grievable and will not be deemed
13 to be a reopener of the Agreement.
14
- 15 **B.** The Union shall appoint four (4) members to the task force, at least three (3)
16 of whom shall be employed by the Medical Center.
17
- 18 **C.** The Medical Center shall appoint four (4) members to the task force, and two
19 (2) of them shall be the Chief Nursing Officer, and the Director of Human
20 Resources, or such other persons as may be designated by either in their
21 place(s).
22
- 23 **D.** The task force shall meet at least once (1) a month, or as otherwise agreed
24 to by the Medical Center and the Union, to accomplish its assignment. Nurse
25 members and one (1) designated nurse alternate shall be paid up to three (3)
26 hours per month for attendance at task force meetings.
27
- 28 **E.** The minutes and information furnished by the Medical Center to the Union
29 and its task force members in connection with the functioning of the task
30 force may be disclosed to other persons only by mutual agreement of the
31 Medical Center and the Union.

1 **SIGNATURE PAGE**

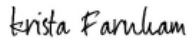
2 IN WITNESS WHEREOF the Medical Center and the Union have executed this
3 Agreement as of the 23rd day of August 2023 on which date it shall be effective
4 except as specifically provided for otherwise in this Agreement.

For the Union

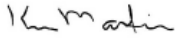
For the Medical Center



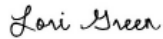
Richard Botterill, RN



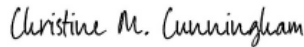
Krista Farnham, Chief Executive
Officer



Kim Martin, RN



Lori Green, Chief Nursing Officer



Christine Bernier, RN



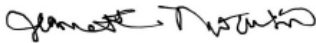
Elizabeth Lagler, Chief Human
Resources Officer



Kristin Harman, RN



Molly Burtchaell, RN



Jeanette Noah, RN



Colleen Butler, RN



Kyle Cook, RN



Seth Moore, Labor Representative

APPENDIX A – WAGES

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

Effective ~~two full pay periods following ratification of this Agreement or the first full pay period in January 2025, whichever is later~~the pay period beginning January 1, 2023 (1/1/23): the wages shall be as set forth below. ~~With the addition of the resident Step, all nurses currently on steps 1-30 will maintain their current step.~~

Effective the first full pay period following January 1, 202~~6~~4 (1/1/202~~6~~4): ~~four~~three percent (~~4~~3%) across the board increase.

Effective the first full pay period following January 1, 2027 (1/1/2027): four percent (4%) across the board increase.

Ratification Bonus –

~~Effective two full pay periods after ratification, nurses employed in the bargaining unit at the time of ratification and the time of payment will be paid \$1,750, pro-rated by FTE (0.9 FTE paid as 1.0; per diem paid as 0.25 FTE)~~

~~Effective the first full pay period six months after ratification, nurses employed in the bargaining unit at the time of ratification and the time of payment will be paid \$750, pro-rated by FTE (0.9 FTE paid as 1.0; per diem paid as 0.25 FTE)~~

~~Recognition Bonus. Effective the second (2nd) full pay period following the date of ratification, nurses at Steps 25 and 30 as of ratification will receive a two-thousand dollar (\$2000) recognition bonus.~~

	<u>2025 – Upon Ratification</u>	<u>Jan 2026 - 4%</u>	<u>Jan 2027 - 4%</u>
<u>Resident</u>	\$55.67	\$57.90	\$60.21
<u>1</u>	\$58.07	\$60.39	\$62.81
<u>2</u>	\$60.22	\$62.63	\$65.13
<u>3</u>	\$62.17	\$64.66	\$67.24
<u>4</u>	\$62.88	\$65.40	\$68.01

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Step	1/1/2023	1/1/2024
Resident	\$48.32	\$49.77
1	\$50.44	\$51.95
2	\$52.43	\$54.00
3	\$54.23	\$55.86
4	\$54.80	\$56.44
5	\$56.85	\$58.56
6	\$57.88	\$59.62
7	\$58.43	\$60.18
8	\$58.95	\$60.72
9	\$59.46	\$61.24
10	\$59.99	\$61.79
11	\$60.55	\$62.37
12	\$61.07	\$62.90
13	\$61.57	\$63.42
14	\$62.11	\$63.97
15	\$62.65	\$64.53
16	\$63.26	\$65.16
17	\$63.79	\$65.70
18	\$64.37	\$66.30
19	\$65.00	\$66.95
20	\$65.92	\$67.90
21	\$66.87	\$68.88
22	\$67.54	\$69.57
25	\$69.22	\$71.30
30	\$71.00	\$73.13

~~*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~~

Changes to differentials in this Appendix shall be effective two full pay periods following ratification of this Agreement or the first full pay period in January 2025, whichever is later.

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- 1 **B.** Nurses' compensation shall be computed on the basis of hours worked.
- 2
- 3 **C.** Charge Nurses shall be paid a differential of four dollars (\$4.00) per hour in
- 4 addition to their applicable hourly rate of pay.
- 5
- 6 **D.** Relief Charge Nurses shall be paid for hours worked in such position a
- 7 differential of three dollars (\$3.00) per hour in addition to their applicable hourly
- 8 rate of pay. The Charge Nurse differential shall be paid exclusively for hours
- 9 worked and shall not be included in any other form of compensation or benefits.
- 10

11 **E. Shift differentials.**

- 12 1. Nurses are scheduled for shifts according to the following:

Shift	Majority of Scheduled Hours are Between:
Day	7 a.m. to 3 p.m.
Evening	3 p.m. to 11 p.m.
Night	11 p.m. to 7 a.m.

- 13
- 14 2. Nurses scheduled for evening and night shifts shall be paid, in addition to
- 15 their applicable rates shown above, the following shift differentials:
- 16

17 Evening shift: Effective on the later of the date specified in Section A.1

18 above or the initial date of the first full pay period beginning after

19 ratification of this Agreement: ~~three dollars~~~~two dollars and eighty-five cents~~

20 (~~\$3.00~~~~2.85~~) per hour.

21 Night shift: Effective on the later of the date specified in Section A.1 above

22 or the initial date of the first full pay period beginning after ratification of

23 this Agreement: ~~ten dollars~~~~six dollars and twenty cents~~ (~~\$10.00~~~~6.20~~) per

24 hour.

25

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

11
12 **F. Credit for prior experience.** A newly hired nurse may be hired at any Step, but
13 not less than the Step number that corresponds with the number of years of the
14 nurse's related experience as a nurse employee of an accredited acute care
15 hospital(s) during the immediately preceding five (5) years. Newly hired nurses
16 will not be placed higher than step twenty-two (22) unless approved by the CNO.
17 For nurses hired in the Behavioral Health Unit, experience at the Oregon State
18 Hospital shall be counted as equal to that of an accredited acute care facility. A
19 year of experience under this section is at least one thousand eight hundred and
20 seventy-two (1,872) hours of related work. The Medical Center may, in its
21 discretion, place a newly hired experienced nurse at a higher step rate of pay.

22
23 **G.**A per diem nurse will be paid a differential of ~~fivefour~~ dollars (~~\$5.004.00~~) per hour
24 in lieu of receiving PTO, and insurance benefits. A per diem nurse who has been
25 continuously employed in a position in the bargaining unit for thirty (30) years or
26 more will be paid a differential of six dollars (\$6.00) per hour in lieu of receiving
27 PTO, and insurance benefits. However, a break in service of less than twelve
28 (12) months surrounding retirement shall not disqualify a nurse from receiving the
29 higher per diem differential.

30
31 **H.**The standby on-call compensation policies for nurses are set forth in Appendix B
32 to this Agreement.
33

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

1 **J. Merit Raises.** The Union recognizes this contract to be the minimum standards
2 of employment. This contract should not be construed to limit management's
3 right to reward an individual nurse's performance over and above the prescribed
4 conditions called for in this Agreement.
5

6 **K.** A nurse will ordinarily progress to the next year's step rate of pay under Section
7 A above (for example, Step two (2) to Step three (3) on the later of (1) the
8 anniversary of the nurse's last such step placement or two (2) upon completion of
9 seven hundred (700) hours compensated at straight-time rates or above). Such
10 anniversary date will be extended by the length of any leave of absence, since
11 the nurse's last step placement, of more than thirty (30) days.
12

13 **L. Weekend differential.**

- 14 1. Effective upon ratification of this Agreement, a regular nurse will be paid a
15 weekend differential of ten dollars (\$10.00) per hour worked on a weekend
16 shift which is part of a schedule under which the nurse has agreed to work
17 at least sixteen (16) weekend shift hours every weekend and is doing so
18 at the Medical Center's request defined as the request of or agreement of
19 a unit supervisor or manager or because of a job posting.
20
- 21 2. A per diem nurse will be paid a weekend differential of six dollars (\$6.00)
22 per hour worked on a weekend shift which exceeds two (2) weekend shifts
23 worked in a schedule period, excluding weekend shifts worked as a result
24 of trades. A nurse may waive this differential by requesting in writing, at
25 least two (2) weeks before the posting of a schedule, to be scheduled at
26 least eight (8) weekend shifts in that schedule.
27
- 28 3. A weekend shift is defined as a shift whose scheduled beginning time is
29 within a forty-eight (48) hour period commencing at 12:01 a.m. Saturday,
30 or for night shift employees, the beginning of the night shift closest thereto.
31
- 32 4. For hours worked on a weekend shift when the nurse is not eligible for the
33 weekend differential specified in either subsection one (1) or two (2) above

the nurse will be paid a weekend differential of two dollars (\$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 twenty dollars (\$20.00) per hour for all hours worked per ~~pay-period-work week~~ in excess of the number of the nurse's regularly scheduled hours (including regularly scheduled weekend hours) for the ~~work weekpay-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 25, 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. A nurse who does not work their regularly scheduled hours in the work week (e.g., calls out) may pick up a different shift to work their FTE and remain eligible for the 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. 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 of twenty dollars (\$20.00) per hour, in the applicable amount specified in the preceding paragraph, for all hours worked in excess of sixty-four (6064) in 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, hours actually worked, hours not worked because of the application of Article 25,

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1 Low Census, and hours not worked because the Medical Center has
2 required attendance at a specific education program, will be counted in
3 determining eligibility for this extra shift differential. Hours worked in
4 determining eligibility for this extra shift differential will not include hours
5 worked as a result of trades or of being called in to work while on standby
6 on-call.
7

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

13 (a) regular nurses, in order of their seniority, who agree to waive extra
14 shift differential for the extra shift and who would not become eligible
15 for payment of overtime rates in connection with working the extra
16 shift;
17

18 (b) per diem nurses, in order of their seniority, if the nurse's total hours
19 worked are expected to be sixty-four (64) or fewer hours in the pay
20 period;
21

22 (c) regular nurses, in order of their seniority; and
23

24 (d) per diem nurses, in order of their seniority, if the nurse's total hours
25 worked are expected to be in excess of sixty-four (64) hours in the pay
26 period.
27

- 28 4. Once the schedule is posted, bargaining unit nurses will be able to view
29 vacant shifts. After viewing available vacant shifts, a regular or per diem
30 nurse will notify the person responsible for staffing their patient care unit
31 that the nurse will be available to work a particular shift(s) as an extra
32 shift(s), the nurse(s) will be given preference for assignment to work the
33 shift(s) if it is open, in the order in which the notifications are received.

1 However, if two (2) or more nurses give such notification on the same date
2 and at least thirty-six (36) hours before the shift's starting time, the
3 nurse(s) will be given preference for assignment to work the shift(s) if it is
4 open, in the following order:

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

6
7 (b) per diem nurses, in order of their seniority

8
9 5. Subsections 3 and 4 above establish preferences when extra shift work is
10 actually assigned in the circumstances described, it being understood that
11 there is no guarantee that all nurse requests for extra shift work will be
12 granted.

13
14 6. A nurse who is assigned to work a particular shift under Subsections 3 or
15 4 above and who does not work the shift as assigned, will not be given
16 preference for the next schedule period.

17
18 7. If a regular nurse's FTE status is reduced or a regular nurse changes to
19 intermittently employed status, the extra shift differential will be payable to
20 the nurse only for extra shifts worked after the completion of thirteen (13)
21 full pay periods following the nurse's FTE reduction or change in status,
22 provided, however, that this provision will not apply if a nurse reduces
23 his/her FTE from 1.0 to 0.9 FTE by accepting a full-time thirty-six (36) hour
24 per week position.

25
26 8. A weekend shift has the same definition as under Section L above.

27
28 9. No extra shift differential will be paid for any unworked hours.

29
30 **N. Preceptor differential.** A nurse assigned as a preceptor will be paid a differential
31 of three dollars and twenty-five cents (~~\$3.253-00~~) per hour worked as a
32 preceptor. A preceptor is a nurse who is designated by their nurse manager to:
33 assess the learning needs of (a) an inexperienced, re-entry, or new-to-specialty

nurse or (b) a capstone, immersion, practicum or student 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. Float Pool Nurses.** A nurse assigned to the float pool will be paid a differential of two dollars (~~\$3.00~~~~2.00~~) per hour.

APPENDIX B – STANDBY ON CALL

- A.** The following standby on-call procedures shall apply to nursing units with mandatory required call schedules:

1. Standard standby on-call pattern: A nurse who is scheduled to be on standby on-call shall be paid eight dollars (\$8.00) 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 ~~charge nurse~~^{AHN} differentials.

2. Short Notice Standby Shift Incentive Differential. A nurse who picks up a scheduled standby shift on short notice will receive a \$15 per hour differential for the time the nurse is on standby. This differential applies to any mandatory scheduled standby shifts that becomes vacant after the schedule posts due to an unexpected absence (e.g., sick calls, LOAs, employment separations). (This will be implemented no later than six full pay periods following ratification.)

~~4.~~

- 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 before establishing a standby requirement in a unit where standby is not currently mandatory and will bargain upon request.

- C.** 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.

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1 **APPENDIX C – CERTIFICATION AND CLINICAL LADDER**

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

4 1. The nurse must have a current nationally recognized certification on file
5 with Human Resources for the area where the nurse works a significant
6 number of hours. Initial eligibility for the certification differential will begin
7 on the first full pay period following submission to Human Resources.
8 Eligibility for the certification differential will cease beginning with the first
9 full pay period following the expiration date of the certification, unless the
10 nurse submits proof to Human Resources of certification renewal before
11 that date. If the proof is submitted to Human Resources within sixty (60)
12 days after that date, the certification differential will be paid from the
13 renewal date. If the proof is submitted Human Resources more than sixty
14 (60) days after the renewal date, the certification differential will be
15 resumed beginning with the first full pay period following the submission.

16
17 2. A nurse will be deemed to have worked a significant number of hours in
18 the area if at least one-half (½) of the nurse's hours worked are in that
19 area.

20
21 The Medical Center may, in its discretion, determine that some lower
22 proportion of hours worked in an area qualifies as a significant number of
23 hours worked for the purposes of this section.

24
25 3. Only one (1) certification and one (1) certification differential will be
26 recognized at a time for the purposes of this section.

27
28 4. On the recommendation of the PNCC or otherwise, the Medical Center
29 may, in its discretion, specify areas and certifications; provided, however,
30 there shall not be less than one (1) certification recognized for each area
31 covered by this Agreement, including but not limited to the following:

Area	Certification
Med/Surg	ANA Medical/Surgical Nursing Progressive Care Certified Nurse
Day/Surg	ANA Child/Adolescent Nursing
Float	National Oncology Nurses Society Diabetes Nurse Educators' Association ANA Gerontology ANA Nurse Practitioner in Gerontology, Pediatrics, Adult Nursing or Family Nursing
Surgery	Association Operating Room Nurses
Critical Care	American Association Critical Care Nurses
IV Therapy	Intravenous Nurses Society
Emergency	Emergency Nurses Association Certified Emergency Nurse
Family Maternity	ANA Maternal and Child Nurses Association of College of Obstetrics and Gynecology ANA High Risk Perinatal Nurse
Recovery	American Society of Post Anesthesia Nurses
Orthopedics	Orthopedic Nurse Certified
Neuroscience	Certified Neuro Registered Nurse Stroke Certified Registered Nurse
Rehabilitation	National Association of Rehabilitation Nurses
Kidney Dialysis Assoc.	American Nephrology Nurse

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

1 compensation for Levels II, III, and IV are, respectively, two-dollars (\$2.00),
2 three-dollars and fifty cents (\$3.50), and five dollars (\$5.00) per hour, and (2) the
3 program will be subject to termination or other modification only in accordance
4 with Article 28 - Duration and Termination of this Agreement.
5

6 **C. Additional Education Leave.** Nurses approved for, and participating at Level II,
7 III, or IV of the Clinical Ladder Program, or who have been approved and receive
8 payment for a Certification Differential, shall be eligible for eight (8) hours of paid
9 education leave annually, in addition to those hours to which the nurse might
10 otherwise be entitled pursuant to Article 20, Section G.1.
11

12 **D. Educational Expense Reimbursement.**

13 1. The Medical Center will reimburse nurses for the fee(s) (such as exam or
14 application fees) associated with obtaining approved certifications (as
15 described in this Appendix), once the nurse successfully obtains the
16 certification(s) or recertification(s).
17

18 2. Nurses approved for, and participating at Level III, or IV of the Clinical
19 Ladder Program, or who have been approved and receive payment for a
20 Certification Differential ("Certified Nurses"), shall be eligible for the
21 following amounts, in addition to the expense reimbursements they may
22 otherwise qualify for pursuant to subsection D 1 above, to defray the cost
23 of registration and attendance in connection with the additional paid
24 educational leave set forth in section C above:

25 (a) Certified Nurses, and Level III: up to two-hundred and fifty dollars
26 (\$250.00)
27

28 (b) Level IV Nurses only: three-hundred and fifty dollars (\$350.00)

1 **APPENDIX D – HEALTH, DENTAL, AND VISION INSURANCE**

2 The Medical Center and the Union agree that the nurses will participate in the medical,
3 prescription, dental, and vision plans, as offered to the majority of the Medical Center's
4 employees, provided, however, that the Medical Center agrees that the plan will have
5 the following provisions in 202~~5~~⁴ subject to the terms and conditions of the plans:

6
7 Benefits Eligibility: Any nurse who is in an assigned FTE of 0.5 FTE to 0.74 FTE will be
8 considered part-time for the purposes of benefits.

9
10 Any nurse who is in an assigned FTE of 0.75 or greater will be considered full-time for
11 the purpose of benefits.

A. Medical Benefit Design In-Network.

[NOTE – all charts have been updated to accurately reflect the 2025~~4~~ medical plans]

In-Network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Annual deductible	\$1,150.00 per person. \$2,300.00 max per family	\$1,6 5000 .00 per employee only \$3,300 200 .00 if covering dependents
Annual out-of-pocket maximum (with deductible)	\$3,300.00 per person \$6,600.00 max per family	\$3,000.00 per employee only \$6,000.00 if covering dependents
Preventive Care	No charge	No charge
Primary Care Provider visits (non-preventive)	PCP: \$20.00 copay	PCP: 10% after deductible
Specialist visits (non-preventive)	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Lab and x-ray	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Alternative care (chiropractic, acupuncture)	20% after deductible Combined 12 visit limit per calendar year; all therapies combined	20% after deductible Combined 12 visit limit per calendar year; all therapies combined
Naturopathy	Covered as Specialist	Covered as Specialist
Outpatient behavioral health care providers	No charge	No charge after deductible
Outpatient hospital/surgery facility fees (except hospice, rehab)	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Inpatient hospital facility fees, including behavioral health	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Hospital physician fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Emergency room	\$250.00 copay (waived if admitted)	20% after deductible (waived if admitted)
Urgent Care	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Pre-natal as Preventive Care	No Charge	No Charge
Delivery and Post-natal Provider Care	No Charge	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Hospital Stay and Routine Nursery	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible

Plan Provision	EPO Medical Plan Portland metro area only
Annual Deductible	\$300.00 per person \$900.00 max per family
Annual Out-of-Pocket Maximum	\$2,500.00 per person \$6,000.00 max per family
Preventive Care	No charge
Primary Care Office Visit	\$20.00 copay
Specialist Office Visit	\$40.00 copay
X-ray and Laboratory	20% after deductible
In-patient hospital facility fees	20% after deductible
Hospital physician fees	20% after deductible
Outpatient hospital/surgery facility fees <u>(Except Hospice/Rehab)</u>	20% after deductible
Emergency Room (in- network and out-of- network)	\$250.00 copay, waived if admitted
Outpatient behavioral health	0%
Express Care Virtual	\$0
Express Care Clinics	\$10.00 copay
Urgent care	\$60.00 copay

¹ No PCP referral required for specialist care

1 **B. Medical Premiums.**

2 The following are the premium contribution for the nurses for each pay period for
3 a total of twenty-four (24) pay periods for the year.

Level of Benefit	Health Reimbursement Medical Plan (HRA)	Health Savings Medical Plan (HSA)	EPO* where offered
Full-Time	20252024	20252024	20252024
Employee Only	\$17.26\$16.15	\$0.00\$0.00	\$46.85\$44.95
Employee and child(ren)	\$34.06\$31.85	\$16.43\$15.37	\$80.68\$77.40
Employee and Spouse/ABR	\$46.25\$43.25	\$27.55\$25.75	\$104.35\$100.06
Employee and Family	\$63.69\$59.54	\$44.12\$41.26	\$139.06\$133.38
Part-Time	20252024	20252024	20252024
Employee Only	\$36.05\$33.69	\$17.12\$16.02	\$64.25\$61.62
Employee and child(ren)	\$64.38\$60.18	\$44.12\$41.26	\$109.02\$104.54
Employee and Spouse/Partner	\$83.31\$77.86	\$62.26\$58.20	\$138.74\$133.06
Employee and Family	\$111.51\$104.22	\$89.17\$83.35	\$183.60\$176.08

*without health incentive

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1 C. Prescription Drug Design In-Network.

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings Medical (HSA) Plan
Tier I Network Retail Pharmacies (30-day supply)	<p>Preventive: No charge</p> <p>Generic: \$10.00 copay</p> <p>Formulary brand: 20% of cost after deductible (maximum \$150.00 per Rx)</p> <p>Non-Formulary brand: 40% of cost after deductible (maximum \$150.00 per Rx)</p>	<p>Preventive: No charge</p> <p>Generic: 10% after deductible</p> <p>Formulary brand: 20% of cost after deductible (maximum \$150.00 per Rx)</p> <p>Non-formulary brand: 40% of cost after deductible (maximum \$150.00 per Rx after deductible)</p>
Tier II Network Retail Pharmacies: (30-day supply)	<p>Preventive: No charge</p> <p>Generic: \$10.00 copay</p> <p>Formulary brand: 30% of cost after deductible (maximum \$150.00 per Rx)</p> <p>Non-Formulary brand: 50% of cost after deductible (maximum \$150.00 per Rx)</p>	<p>Preventive: No charge</p> <p>Generic: 10% after deductible</p> <p>Formulary brand: 30% of cost after deductible (maximum \$150.00 per Rx)</p> <p>Non-Formulary brand: 50% of cost (maximum one hundred fifty \$150.00 per Rx)</p>
Mail order (90-day supply)	3 times retail copay	3 times retail copay
Specialty (30-day supply) from Plan designated pharmacy network providers	20% after deductible (maximum \$150.00 per Rx)	20% after deductible (maximum \$150.00 per Rx)

Plan Provision	EPO Medical Plan – Portland Portland-metro area only
Covered pharmacies	Tier I and Tier II network retail pharmacies covered at same level
Annual medical/Rx deductible	Deductible does not apply to prescription drugs
Preventive drugs	No charge
Generic drugs, 30 day supply	\$10.00 copay
Formulary brand name drugs, 30 day supply	20% coinsurance maximum of \$75.00 per prescription
Non-formulary brand name drugs, 30 day supply	40% coinsurance maximum of \$125.00 per prescription
Specialty drugs, 30 day supply, only at plan-designated specialty pharmacy	20% coinsurance maximum of \$200.00 per prescription
90- day supply/mail order	3 times retail cost

1 **D. Medical Savings Account.**

2 Nurses will have a choice of either a Health Reimbursement Account (HRA) or a
3 Health Savings Account (HSA) based on their medical plan election.

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Earned health incentive contribution Note: Amounts are prorated for nurses hired mid-year	\$700.00 per person \$1,400.00 max per family	\$700.00 employee only \$1,400.00 if covering dependents
Annual in-network net deductible (deductible minus full health incentive)	\$450.00 per person \$900.00 max per family	\$800.00 employee only \$1,600.00 if covering dependents
Annual in-network out- of-pocket maximum (with in-network deductible)	\$3,300.00 per person \$6,600.00 max per family	\$3,000.00 employee only \$6,000.00 if covering dependents
Annual in-network net out-of-pocket maximum (out-of-pocket maximum minus full health incentive)	\$2,600.00 per person \$5,200.00 max per family	\$2,300.00 employee only \$4,600.00 if covering dependents

4 Any balance left in year in the Health Reimbursement Account (HRA) or the
5 Health Savings Account (HSA) that is unused at the end of the plan year may be
6 rolled over to the HRA or HSA account for the next plan year in accordance with
7 the terms of the accounts. If the nurse has been employed for at least five (5)
8 consecutive years with the Medical Center, they may use the money in the HRA
9 deposited prior to 2016 upon termination of employment for purposes permitted
10 by the plan. Nurses on an unpaid leave may also use the balance in the HRA to
11 pay for COBRA premiums.

1 **E. Coordination of Benefits.**

2 The plan provisions relating to the coordination of benefits will follow the
3 provisions under the plan in 2024.

4

5 **F. Dental.**

Plan Feature	Delta Dental PPO 1500		Delta Dental PPO 2000	
	PPO Dentist	Premier and Non-PPO Dentist	PPO Dentist	Premier and Non-PPO Dentist
Diagnostic and Preventative				
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space Maintainers, Resin Restoration	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.
Restorative				
Fillings, Stainless Steel Crowns, Oral Surgery (teeth removal) Denture Insertion Treatment of pathological conditions and traumatic mouth injuries	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
General Anesthesia Intravenous Sedation	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoetomy	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost

Major				
Crowns, veneers or onlays, crown build ups, Post and core on endodontically treated teeth	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500.00 per person	\$1,500.00 per person	\$2,000.00 per person	\$2,000.00 per person
Annual Deductible Per person	\$50.00	\$50.00	\$50.00	\$50.00
Annual Deductible Family Maximum	\$150.00	\$150.00	\$150.00	\$150.00
Orthodontia	Not covered		50% after \$50.00 lifetime deductible \$2,000.00 lifetime maximum	

1 **G. Dental Premiums.**

2 The following are the premium contribution for the nurses for each pay period for
3 a total of twenty-four (24) pay periods for the year.

Level of Benefit	Delta Dental PPO 1500	Delta Dental PPO 2000
Full Time	2024	2024*
Employee Only	\$7.90	\$13.32
Employee and child(ren)	\$16.58	\$27.98
Employee and Spouse/Partner	\$15.00	\$25.32
Employee and Family	\$21.72	\$36.65
Part Time		
Employee Only	\$10.27	\$15.70
Employee and child(ren)	\$21.58	\$32.98
Employee and Spouse/Partner	\$19.52	\$29.84
Employee and Family	\$28.26	\$43.19

4 *Employee is responsible for the budget/premium cost for the Delta Dental PPO 2000
5 plan that exceed the subsidy provided for the Delta Dental PPO 1500 plan.

1 **H. Vision.**

Plan Feature	Vision Service Plan network providers
Eye Exam (every 12 months)	\$15.00 co-pay
Prescription Lenses (every 12 months)	
Single vision, lined bifocal and lined trifocal lenses	Covered in Full
Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating	Covered in Full
Polycarbonate lenses for dependent children	Covered in Full
Frame (every 24 months)	\$120.00 (or up to \$65 at Costco) and then 20% off any additional cost above \$120.00.
Contact Lens (every 12 months)	\$200.00 in lieu of prescription glasses

2 The two-hundred dollar (\$200.00) allowance applies to the cost of your contacts and the
3 contact lens exam (fitting and evaluation) provided the nurse does not purchase
4 glasses.

6 **I. Vision Premiums.**

7 The following are the premium contribution for the nurses for each pay period for
8 a total of twenty-four (24) pay periods for the year.

Level of Benefit	
Full-Time	<u>20252024</u>
Employee Only	<u>\$5.13</u> \$5.10
Employee and child(ren)	<u>\$9.24</u> \$9.10
Employee and Spouse/Partner	<u>\$10.26</u> \$10.21
Employee and Family	<u>\$15.40</u> \$15.31
Part-Time	<u>20252024</u>
Employee Only	<u>\$5.13</u> \$4.99
Employee and child(ren)	<u>\$9.24</u> \$9.00
Employee and Spouse/Partner	<u>\$10.26</u> \$10.00
Employee and Family	<u>\$15.40</u> \$14.98

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1 **J. Working Spouse Surcharge.**

2 The nurses will participate in the working spouse surcharge on the same basis as
3 the majority of the Medical Center's non-represented employees as follows: If the
4 nurse's spouse has access to a medical plan through his or her employer, but
5 waives that coverage and instead enrolls in a Providence medical plan, a one-
6 hundred and fifty dollar (\$150.00) monthly surcharge will apply. The surcharge
7 will be deducted on a pre-tax basis in seventy-five dollar (\$75.00) increments
8 twice a month. The surcharge will not apply if the nurse's spouse:

- 9 1. Does not have coverage through his or her employer, is not employed or
10 is self-employed.
- 11
- 12 2. Is enrolled in his or her employer's plan and a Providence plan (as
13 secondary coverage).
- 14
- 15 3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and
16 is their only other coverage).
- 17
- 18 4. Is a Providence benefits-eligible employee.
- 19
- 20 5. Has employer-provided medical coverage with an annual in-network out-
21 of-pocket maximum greater than six thousand-six hundred dollars
22 (\$6,600.00) for employee-only coverage and thirteen thousand two
23 hundred dollars (\$13,200.00) if covering dependents. The amount of the
24 maximum may be adjusted annually, not to exceed the annually adjusted
25 out-of-pocket limit under the Affordable Care Act or other measure as
26 determined by the Plan in the event the Affordable Care Act is repealed
27 during the term of the contract.

SHORT-TERM DISABILITY FOR STAFF POLICY

This policy is for reference only – for the most up to date policy please refer to the Caregiver Portal

KB0063804

Short-Term Disability for Staff Policy

Providence Portland Medical Center (“facility”)

Department: Human Resources

Approved by: Chief Human Resources Officer

Date Last Reviewed: 8/27/2023

Date Last Revised: 8/27/2023

Date Adopted: 1/5/2020

Policy Name: Short-Term Disability for Staff

Scope: All benefit-eligible caregivers of the facility not otherwise covered by a separate plan

Purpose: This policy describes the short term disability (“STD”) pay program.

Terms:

Actively at work: Attending to normal duties at caregiver’s assigned place of employment. Being “actively at work” includes working on any regularly scheduled days, holidays and Paid Time Off (“PTO”) days as long as the caregiver is capable of active work on those days.

Waiting period: The waiting period during which the caregiver is not eligible for STD.

Objective medical evidence: Clinical information such as diagnosis, physical findings, chart notes, telephone contact with physician offices, treatment plans, lab reports, x-rays, medical testing, a description of functional limitations, and documentation of functional limitations such as impaired concentration, poor social-emotional regulation, impaired judgment, and diminished ability to start, maintain, and complete tasks that are due to a mental health diagnosis.

Planned absences: Any time the caregiver knows that they will need to be absent from work for a leave-qualifying event (e.g. scheduled procedure, appointment, surgery or an anticipated pregnancy delivery).

Regular and appropriate care: The caregiver is receiving regular and appropriate care if they are:

- Receiving care as often as medically required from the physician whose specialty or experience is the most appropriate for the diagnosed disability.
- Receiving treatment that conforms to generally accepted medical standards for treating the diagnosed illness or injury.
- Participating in treatment at the intensity and frequency that is consistent with the diagnosed illness or injury.
- Engaging in face-to-face office visits with a physician or provider.
- Attending all scheduled appointments and treatments.
- Complying with the treatment recommended by the physician or provider.
- Receiving appropriate physical and psychological rehabilitative services.
- For mental illness related disabilities, engaging in active treatment with a behavioral health provider or other physician.

Policy:

In keeping with our mission and values, the facility provides eligible caregivers (0.5 FTE or greater) a paid short-term disability program designed to financially protect them if they are unable to work due to a non-work-related illness or injury, including maternity, following seven-consecutive calendar days of absence.

Requirements. The short-term disability benefit is designed to provide financial protection if the caregiver cannot work due to a non-work-related illness or injury, including maternity. The employer-paid benefit as outlined below pays a portion of the caregiver's pay, subject to taxes, up through the 26th week of disability, as long as the caregiver remains disabled. The caregiver may be eligible for Long-Term Disability if their disability continues past the 26th week.

1. **Short-Term Disability Eligibility.** Caregivers with a full time equivalent ("FTE") of 0.5 or higher and scheduled to work 20 hours or more per week will become eligible for short-term disability coverage at the date of hire or date moved into an eligible FTE status.
2. **Waiting Period Before Benefits Can Begin.** In order to be eligible for short-term disability benefits, the caregiver must be disabled for seven consecutive calendar days. During the waiting period, the caregiver can use PTO for work hours missed. For example, if full-time and working 40 hours per week, the caregiver can use 40 hours of PTO to cover the first 7 calendar days. If the caregiver returns to work from an approved claim for 14 consecutive days or less, the prior disability claim will be reopened and the caregiver will not be required to satisfy a new waiting period.

3. Short-Term Disability Benefits

- A. Caregivers on an approved short-term disability will be paid at 100% for the first eight weeks following a seven-day waiting period, and then reduces to 66-2/3% for disabilities longer than nine weeks up to a combined 26 weeks. STD is paid at the base pay (and, if applicable, shift differentials and premium pay) in effect at the time the caregiver becomes disabled due to non-work-related illness or injury, including maternity.
- B. Overtime and other extra pay are excluded from the base wage calculation. Short-term disability benefits are taxable as ordinary income in the year received. Applicable state and federal taxes will be withheld from benefit payments along with other regular deductions. Benefits are payable for a maximum of 26 weeks or 180 days (including the 7-day waiting period).
- C. The short-term disability program does not pay benefits for intermittent absences of short duration. Accordingly, benefits are not payable until the caregiver is disabled from work for longer than seven consecutive calendar days.
- D. A caregiver can use their PTO to cover the waiting period for short-term disability. Once short-term disability benefits begin, the caregiver can also use PTO and/or EIB to supplement their income to 100% base pay when their pay moves to 66-2/3% for the life of the claim or until PTO is exhausted.
- E. The following applies to caregivers who live in a state with a state disability insurance (SDI) program:
 - 1. Caregivers are required to apply for benefits with both SDI as well as short-term disability.
 - 2. The short-term disability benefit will be reduced by the SDI benefit amount for a combined total benefit of (100% for the first eight weeks following the seven day waiting period, reducing to 66-2/3% for disabilities longer than nine weeks.
 - 3. If the caregiver returns to partial hours, the short-term disability benefits will be offset by regular hours worked.

4. Short-Term Disability Procedures

- A. **Reporting a claim.** Caregivers should request a leave after 3 days of absence or in advance for known or planned absences (e.g., scheduled surgery, estimated delivery date). At intake, it will be determined if the reason for the leave would qualify for short-term disability benefits. The deadline for filing a short-term disability claim is no later than ten days from the caregiver's first day of absence due to their disability. If this deadline is not met, benefits may be denied.

B. **Conditions to Receive Benefits.** Caregivers are eligible to receive short-term disability benefit payments if all of the following conditions are met.

1. The caregiver sustains a non-work-related injury or illness (see “Special Rules for Maternity”) and the caregiver;
2. Is actively at work at the time of disability.
3. Is under regular and appropriate care of a physician. The physician is required to provide objective medical evidence to support the disability. This evidence must indicate:
 - a. That the illness or injury prevents the caregiver from performing their work.
 - b. That the caregiver is undergoing appropriate treatment.
 - c. The start date of the illness or injury.
 - d. The expected duration of caregiver’s disability.
4. Is compliant with courses of treatment established by physician.
5. Ensures that acceptable health care and treatment documentation are provided upon request in a timely manner.

C. **Special Rules for Maternity.** Pregnancy claims will be approved for, and limited to, two weeks pre-partum (including the 7-calendar day waiting period) based on estimated date of delivery and six (regular) or eight (Cesarean) weeks starting with the child’s date of birth unless objective medical evidence extends the disability period beyond the duration already approved.

D. **Authority to Approve and Continue Benefits.** Final determination of benefit eligibility will be made by our third-party administrator, based on objective medical evidence. Caregivers are required to ensure that supporting medical evidence is provided to our third-party administrator no later than 20 days from the date the claim is filed or first date of absence, whichever is later. Periodic updates with the caregiver’s physician will be required to justify continued payment of benefits. Supporting medical information for extensions needs to be submitted within 7 days.

The caregiver may also be required to undergo an independent medical evaluation with a physician chosen by our third-party administrator to validate or clarify medical evidence presented as support of the claim. If the treating physician has copying charges or other costs related to gathering information to substantiate a claim, the caregiver will be responsible for the costs incurred.

E. **When Benefits End or Are Not Paid.** Below are some examples of situations when short-term disability benefits may end or not be paid.

The caregiver is not eligible for coverage under the program for the following reasons:

1. Returns to work at their regularly scheduled number of hours.
2. Receives the maximum short-term disability benefit for a qualifying disability.
3. Fails to provide the appropriate notice of the need for a leave.
4. Refuses medical care or fails to cooperate with a course of treatment.
5. Stops receiving regular and appropriate care from a health care provider.
6. Unreasonable refusal to comply with a “return to work” plan.
7. Has an illness or injury that is caused by, or contributed to, being engaged in an illegal situation or occupation.
8. Becomes incarcerated for a criminal conviction.
9. Indicates that a condition is work-related.
10. Is no longer employed at the facility.

- F. **Appeals.** The caregiver has sixty (60) days from the receipt of notice of a denial for short-term disability benefits to file an appeal. Requests for appeals should be sent to the address specified in the claim denial.

Help: For questions about this policy, or assistance with understanding your obligations under this policy, please contact human resources.

The statements of this policy document are not to be construed as a contract or covenant of employment. They are not promises of specific treatment in specific situations and are subject to change at the sole discretion of the facility.

This policy does not modify the express terms of any collective bargaining agreement. In the event of a conflict between this policy and the terms of a collective bargaining agreement, the collective bargaining agreement will prevail.

1
2 **MEMORANDUM OF UNDERSTANDING –**
3 **SCHEDULING PRACTICES IN THE DEPARTMENTS OF SURGERY, EMERGENCY,**
4 **KIDNEY DIALYSIS AND FLOAT POOL**
5 It is understood by the parties that the Departments of Surgery, Emergency, the Kidney
6 Dialysis Unit and Nursing Float Pool regularly schedule nurses to work different shifts.
7 Such practices may continue and are accepted as an exception to the provisions of
8 Articles 7 and 8, Section C.

MEMORANDUM OF UNDERSTANDING – CHARGE NURSES

1
2 The Medical Center will not challenge the status of nurses holding positions currently
3 called Charge Nurses and/or Relief Charge Nurses as bargaining unit nurses based on
4 the National Labor Relations Board ruling of Kentucky River.

1 **MEMORANDUM OF UNDERSTANDING – CONTRACT TRAINING**

2 Contract Training. Within ninety (90) days of ratification, joint Union and Medical Center
3 trainings will be conducted for interested nurses, regarding changes to this Agreement
4 and areas where the parties agree there are many questions. The training will be jointly
5 designed and provided by the Union and Medical Center Human Resources, and will be
6 held a minimum of three times, in order to reach interested parties on different units and
7 shifts. All nurses who attend the training will be paid for the time attending such training,
8 and Charge Nurses will be encouraged to attend.

1 **MEMORANDUM OF UNDERSTANDING –**
2 **OPERATING ROOM PAID TIME OFF SCHEDULING PROCESS**

3 The Medical Center and the Union hereby agree that the nurses will follow the
4 provisions of Article 5 of the collective bargaining agreement. The parties further, agree,
5 that the following provisions are additional unit-specific processes for the registered
6 nurses working in the Operating Room.

7 **A. Definitions.**

- 8 1. "Prime time" in the Operating Room is defined as the months of June, July
9 and August and December.
- 10
- 11 2. There are two shifts for purposes of Paid Time Off (PTO) scheduling,
12 based on the time the nurse's shift begins: A shift = 0700-1200 and B shift
13 = 1300-1900. Nurses with rotating start times for their shifts are included in
14 the block where the majority of their hours have been worked in the
15 preceding six (6) months.
- 16
- 17 3. There are three (3) vacation scheduling block periods: See Article 5 for
18 Scheduling Periods. The number of nurses that can be on PTO at any
19 given time will be posted one (1) month in advance of these three (3)
20 scheduling block periods.

21

22 **B. PTO Determination.** Based on current staffing in the operating room, at least six
23 percent (6%) of PTO eligible RNs, consistent with core staffing requirements
24 could be off work weekly for scheduled PTO purposes. The parties acknowledge
25 that the number of regular nurses and staffing needs may change in which case
26 there will be discussion with the RNs in the unit to determine the percentage of
27 RNs who may be off on scheduled PTO per week. The percentage will be
28 converted into a number so that it can easily be determined how many nurses
29 may be scheduled off with PTO. If the decimal place determining the number of
30 nurses off is greater than 0.5, then the number of nurses will be rounded to the
31 next highest number and conversely rounded to the lower number when there is
32 a decimal place of 0.49 or less.

1 **C. The PTO sign up process.**

- 2 1. There will be three (3) four (4) month PTO schedules posted per year.
3 Prior to the scheduling process beginning a seniority list will be posted.
4 The list will then be divided into thirds.
5 (a) Tier one (I) will consist of the one third (1/3) of nurses with the most
6 seniority.
7
8 (b) Tier two (II) will consist of the next one third (1/3) of the nurses who
9 are not in the first category based on seniority.
10
11 (c) Tier three (III) will consist of all the nurses whose seniority is not
12 enough to have them in the tier one (I) or tier (II) two groups.
13
14 2. In the first (1st) week of the PTO scheduling period, tier one (I) nurses will
15 sign up for PTO.
16
17 3. In the second (2nd) week of the PTO scheduling period, tier two (II) nurses
18 will sign up for PTO.
19
20 4. In the third (3rd) week of PTO scheduling period, tier three (III) nurses will
21 sign up for PTO.
22
23 5. The fourth (4th) or last week of the PTO scheduling period, will be
24 available to any nurse based on seniority to sign up for any additional PTO
25 time that has not been taken.
26
27 Managers will make visible to all nurses the dates that have been chosen
28 by the more senior nurses.
29

30 **D. Prime Time PTO request.**

- 31 1. All nurses taking or making PTO requests during prime time will be limited
32 to a maximum of two (2) weeks.

- 1 2. A nurse must request the actual days that they wish to be gone. The nurse
2 should not just request the days that they project they will need. (For
3 example, the nurse wants the first week in March off on PTO. They should
4 request the actual days March 3-9 not the days they believe they might be
5 scheduled for.)
6
- 7 3. If a nurse wants to trade days off or days worked or arrange his or her
8 schedule differently to extend his or her time off with normal days off, they
9 may do so with the approval of management. Trades granted will not incur
10 additional overtime and staffing levels must be maintained.
11
- 12 4. The PTO scheduling process is not to be used to request blocks of time
13 off: it is not to be used to arrange one's schedule, i.e. putting in PTO for
14 every Monday off all summer.

1 **MEMORANDUM OF UNDERSTANDING –**

2 **EMERGENCY DEPARTMENT PAID TIME OFF SCHEDULING PROCESS**

3 The Medical Center and the Association hereby agree that the nurses will follow the
4 provisions of Article 5 of the collective bargaining agreement. The parties further, agree,
5 that the following provisions are additional unit-specific processes for the registered
6 nurses working in the Emergency Department.

7
8 **A. Definitions.**

9 "Prime time" in the Emergency Department is defined as the months of June,
10 July and August and December.

11 1. There are two shifts for purposes of Paid Time Off (PTO) scheduling,
12 based on the time the nurse's shift *begins*: A shift= 0700-1200 and B
13 shift=1300-1900. Nurses with rotating start times for their shifts are
14 included in the block where the majority of their hours have been worked
15 in the preceding 6 months.

16
17 2. There are three (3) vacation scheduling block periods: See Article 5 for
18 Scheduling Periods. The number of nurses that can be on PTO at any
19 given time will be posted one (1) month in advance of these three (3)
20 scheduling block periods.

21
22 **B.** In the Emergency Department, at least fifteen percent (15%) of benefitted nurses
23 on day shift (0700 to 1200 start times) and ten percent (10%) of those benefitted
24 nurses on evening and night shift (1300 to 1900 start times) can be scheduled for
25 PTO. The parties acknowledge that the number of nurses as well as staffing
26 needs may change, in which case there will be discussion with the RNs prior to
27 the biannual PTO sign up in the unit to determine the number of RNs who may
28 be off on scheduled PTO per week. The percentage will be converted into a
29 number so that it can easily be determined how many nurses may be scheduled
30 off with PTO. If the decimal place determining the number of nurses off is greater
31 than .5, then the number of nurses will be rounded to the next highest number
32 and conversely rounded to the lower number when there is a decimal place of
33 .49 or less.

1 **C. The PTO sign up process.**

- 2 1. There will be three (3) four (4) month PTO schedules posted per year.
3 Prior to the scheduling process beginning a seniority list will be posted.
4 The list will then be divided into thirds.

5 (a) Tier one (1) will consists of the one third of nurses with the most
6 seniority.

7
8 (b) Tier two (2) will consist of the next one third of the nurses who are
9 not in the first category based on seniority.

10
11 (c) Tier three (3) will consist of all the nurses whose seniority is not
12 enough to have them in the tier one or tier two groups.

- 13
14 2. In the first week of the PTO scheduling period, tier one nurses will sign up
15 for PTO.

- 16
17 3. In the second week of the PTO scheduling period, tier two nurses will sign
18 up for PTO.

- 19
20 4. In the third week of PTO scheduling period, tier three nurses will sign up
21 for PTO.

- 22
23 5. The fourth or last week of the PTO scheduling period, will be available to
24 any nurse based on seniority to sign up for any additional PTO time that
25 has not been taken.

26
27 **D. Prime Time PTO request.**

- 28 1. From and after the nurses' most recent date of employment until the
29 nurse's fourth (4th) anniversary of continuous employment, the nurse may
30 take one (1) week of Prime Time in a calendar year.

- 31
32 2. From and after the nurse's fourth (4th) anniversary of continuous
33 employment until the nurse's ninth (9th) anniversary of continuous

1 employment, the nurse may take two weeks of Prime Time in a calendar
2 year.

3
4 3. From and after the nurse's ninth (9th) anniversary of continuous
5 employment until the nurse's twentieth (20th) anniversary of continuous of
6 employment, the nurse may take three weeks of Prime Time in a calendar
7 year.

8
9 4. Nurses with twenty years or more of employment can take up to four
10 weeks of Prime Time in a calendar year.

11
12 **E. Miscellaneous.**

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

18
19 2. Prime time PTO, once granted, will count towards a nurse's yearly
20 accrual. Nurses who choose to not take their granted Prime Time PTO
21 may not reschedule this Prime Time later in the calendar year unless
22 rescheduling was done to accommodate a request of the Medical Center.

23
24 3. A nurse must request the actual days that he or she wishes to be gone.
25 The nurse should not just request the days that he/she projects he or she
26 will need, as blocks can change over time. (For example, the nurse wants
27 the first week in March off on PTO. He or she should request the actual
28 days March 3-9 not the days he/she believes they might be scheduled
29 for.)

30
31 4. If a nurse wants to trade days off or days worked or arrange his or her
32 schedule differently to extend his or her time off with normal days off, he
33 or she may do so with the approval of management. Trades granted will

not incur additional overtime, roles must match and staffing levels must be maintained.

5. The PTO scheduling process is not to be used to request blocks of time off: it is not to be used to rearrange one's schedule, i.e. submitting PTO for every Monday off all summer.

6. 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.

1 **MEMORANDUM OF UNDERSTANDING –**

2 **MATERNITY DEPARTMENT PAID TIME OFF SCHEDULING PROCESS**

3 The Medical Center and the Union hereby agree that the nurses will follow the
4 provisions of Article 5 of the collective bargaining agreement. The parties further, agree,
5 that the following provisions are additional unit-specific processes for the registered
6 nurses working in the Maternity Department.

7 **A. Definitions.**

- 8 1. "Prime time" in the Maternity Department is defined as the months of
9 June, July and August and December.
10
11 2. There are three (3) vacation scheduling block periods: See Article 5 for
12 Scheduling Periods. The number of nurses that can be on PTO at any
13 given time will be posted one (1) month in advance of these three (3)
14 scheduling block periods.
15
16 3. The Maternity Department is divided into three (3) operating units: Labor
17 and Delivery/Triage Unit, the Mother Baby Unit and the Perinatal Special
18 Care Unit.
19

20 **B. PTO Determination.** The number of persons who may be on pre-scheduled PTO
21 per shift, per day will be defined annually at the unit level by the Maternity
22 Department nurse manager in the first week of December of each year. In the
23 event that a unit subsequently undergoes a significant staffing increase or
24 decrease, the unit manager may adjust the number of nurses who may be on
25 pre- scheduled PTO at one time consistent with the change in staffing no later
26 than the first week of May each year. A nurse who regularly works on the
27 evening shift will be considered as day shift for the purpose of PTO scheduling.
28

29 **C. The PTO sign up process.**

- 30 1. There will be three (3) four (4) month PTO schedules posted per year. A
31 seniority list will be posted prior to the start of each request period. The
32 seniority list will be divided into three (3) tiers.
33 (a) Tier one (1) will consist of the top one third (1/3) seniority nurses.

(b) Tier two (2) will consist of the next one third (1/3) most senior nurses.

(c) Tier three (3) will consist the lowest one third (1/3) seniority nurses.

2. In the first (1st) week of the PTO scheduling period, tier one (1) nurses will sign up for PTO.

3. In the second (2nd) week of the PTO scheduling period, tier two (2) nurses will sign up for PTO.

4. In the third (3rd) week of PTO scheduling period, tier three (3) nurses will sign up for PTO.

5. The fourth (4th) or last week of the PTO request period, will be open for any nurse to sign up for additional PTO time that is still open and available.

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

D. Prime Time PTO request.

1. From a nurses' first employment PTO eligibility until the nurses' ninth (9th).

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

3. Nurses with twenty (20) years or more of continuous employment may take up to four (4) weeks of Prime Time in a calendar year.

E. Miscellaneous.

1. 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 (4th) week of PTO scheduling.

1 Requests during or after that third (3rd) week of PTO scheduling will be
2 granted based on seniority.

3
4 2. Prime Time PTO, once granted, will count towards a nurse's yearly
5 accrual. Nurses who choose not to take their granted Prime Time PTO
6 may not reschedule this Prime Time later in the calendar year unless
7 rescheduling was done to accommodate a request of the Medical Center.

8
9 3. A nurse must request the actual days that they wish to be gone. The nurse
10 should not just request the days that they project they will need, as blocks
11 can change over time. (For example, the nurse wants the first (1st) week of
12 March off on PTO. They should request the actual days March 3-9, not the
13 days they believe they might be scheduled for.)

14
15 4. If a nurse wants to trade days off or days worked or arrange their schedule
16 differently to extend their time off with regular days off, they may do so
17 with the approval of management. Trades granted will not incur additional
18 overtime, roles must match and staffing levels must be maintained.

19
20 5. The PTO scheduling process is not to be used to request blocks of time
21 off: it is not to be used to rearrange one's schedule, i.e. submitting PTO for
22 every Monday off all summer.

23
24 6. PTO requests that are received outside of the tri-annual sign up periods
25 that would take the requests above the percentage or number that can be
26 scheduled will be responded to as soon as possible by the scheduler. The
27 latest date of response will be the contractual posting date for the time
28 period requested by the staff member.

1 **LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE**

2 The parties acknowledge and agree that there is a shared interest in engaging
3 employees in their own health and the impact of their health management on the
4 insurance program offered by the Medical Center. Toward that end, the Medical Center
5 agrees that it will include two (2) nurses selected by the Union and one representative
6 from the Union to review the medical insurance provided by the Medical Center. The
7 Task Force will meet at least quarterly. The purpose of this committee is to review
8 relevant data and provide input and recommendations to the Medical Center as to
9 whether the insurance program is achieving the goal of improved wellness of
10 employees and reduction in associated costs. The work of the Task Force could also
11 include, e.g., an assessment of whether the anticipated cost increases were realized,
12 whether there are plan design elements that might positively affect the cost of the most
13 common diseases or reasons for utilization, etc.

14
15 The parties further agree that if there is a committee or task force established with
16 employees at other Providence facilities in Oregon, the representatives on this Task
17 Force will be included in that Task Force.

18
19 This Task Force will jointly make recommendations for plan design. The Task Force will
20 not, however, have the authority to negotiate or to change the terms of the contract.

LETTER OF AGREEMENT ON HIRING PREFERENCES –
FOR OTHER PROVIDENCE NURSES

The parties recognize and agree that it is a unique experience to work in Oregon as a nurse in an acute-care facility that adheres to the mission and core values of Providence. In recognition of that unique experience tied to the mission and core values of Providence, the Medical Center agrees that nurses who are otherwise in good standing with a separate Providence employer in Oregon and who have been laid off from such employment within the prior six (6) months and who apply for an open position will be hired over other external applicants, provided that the Medical Center determines in good faith that such nurse is qualified for the job.

For purposes of this Letter of Agreement, "good standing" includes: (1) the nurse has not received any corrective action within the previous two (2) years; (2) the nurse has not received an overall score of "needs improvement" or lower at any time in the last two (2) years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action from the time of the announcement of the layoff until the time of the nurse's application for employment.

In any case where there are more qualified applicant nurses from other Providence employers than there are open positions at the Medical Center, the Medical Center will select the nurse with the earliest Providence hire date, unless another nurse is substantially better qualified.

This agreement will only be honored for Providence nurses with a different Providence employer when a similar agreement with regards to hiring exists in the Union contract if any of that nurses former Providence employer.

1 **LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING**

2 The parties recognize that the Health Care Industry is now undergoing an
3 unprecedented level of change, due in part to the passage and implementation of the
4 Affordable Care Act. One (1) possible effect of that change is that employers throughout
5 the industry are considering how best to restructure their care delivery models to best
6 provide affordable health care to their patients and communities. This may include the
7 moving or consolidation of health care units from one employer to another, including to
8 this Medical Center. In an effort to minimize disruption to the delivery of patient care and
9 to ease the way of groups of new nurses who may be joining the Medical Center, the
10 parties agree as follows:

- 11
- 12 **A.** A health care unit restructure is defined as the moving or consolidation of an
13 existing health care unit or units from another employer (either from another
14 Providence employer or from outside Providence) to the Medical Center campus
15 as defined in this Agreement.
- 16
- 17 **B.** In the event of a health care unit restructure, the Medical Center will, if possible,
18 give the Union thirty (30) days' notice to allow adequate time to discuss concerns
19 and transition plans and bargain over any items not addressed in this Letter of
20 Agreement or in the parties' collective bargaining agreement. If the Medical
21 Center cannot, in good faith, give thirty (30) days' notice, it will give the Union as
22 much notice as is practicable.
- 23
- 24 **C.** The Medical Center will determine the number of positions that the restructured
25 health care unit or units will have.
- 26
- 27 **D.** In the event of a health care unit restructure, the nurses joining the Medical
28 Center from the other employer will have their seniority calculated in accordance
29 with Article 22. To the extent that such nurses do not have a record of hours
30 worked, the parties will meet to agree upon a system to calculate the nurses'
31 seniority based on the other employer's existing seniority system (if any), an
32 estimate of hours worked, or on the nurses' years worked for the other employer.
33 The Union may revoke this Paragraph (D) regarding seniority if the other
34 employer does not offer a similar agreement or policy with regard to health care

unit restructuring with regard to giving Medical Center nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

E. If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will be worked out by the Union and the Medical Center, but will generally adhere to the seniority and job posting provisions of Article 22 – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other Medical Center nurses consistent with Article 22.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at the Medical Center, those will be handled according to Article 24 – Reduction in Force.

G. The newly restructured unit or units at the Medical Center will comply with all other provisions of the contract including Articles 7 and 8.

H. Nurses' wage rates will be set in accordance with the provisions of Appendix A, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than they were paid at the nurse's prior employer, the Medical Center will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Appendices A, B and C of the parties' collective bargaining agreement. If a nurse coming to the Medical Center from another employer is then currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on the Medical Center's clinical ladder program, based on the Medical Center's clinical ladder application schedule.

I. This Agreement will only be binding for Providence nurses with a different Providence employer when a similar agreement with regard to health care unit restructuring exists between the Union and the other Providence employer.

MEMORANDUM OF UNDERSTANDING –
DEVELOPMENT OF PATTERN SCHEDULING

A. 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 SB469 (2015), will identify the core staffing needs and the number of nurses needed per shift, including the number of pattern schedules and flexible schedules on which to bid.
2. The Unit Based Council solicits the top three (3) schedule choices of each RN on the unit.
3. The Unit Based Council 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.
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 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 8.
- (b) Adhering to the weekend and holiday scheduling provisions of Article 8 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.

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

4
5 (d) A method for nurses to bid into the patterns that are created and
6 posted based on the provisions of Article 22 – Seniority.

7
8 (e) Charge Nurses may also have a pattern or predictable schedule
9 template, separate from staff nurse patterns, that meets the leadership
10 needs of the unit.

11
12 **B.** In order to facilitate the implementation of pattern schedules, a unit may choose
13 to temporarily suspend the process on that unit by which intermittently employed
14 nurses who average twenty-four (24) or more hours of work per week in a twelve-
15 (12) week period, as set forth in Article 8, Section E, 6 , for a period of no more
16 than six (6) months.

17
18 **C.** If necessary to implement a pattern schedule on a particular unit, the Medical
19 Center may post positions whereby a nurse would work different shifts
20 notwithstanding the provisions of Article 8, Section C.

21
22 **D.** For the duration of this Agreement, the development and implementation of
23 pattern schedules will be a standing agenda item for the ONA-PPMC Task Force.

1 **LETTER OF AGREEMENT – RN CARE MANAGERS**

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

- 4 1. RN Care Managers will be covered by the parties' existing collective
5 bargaining agreement.
6
- 7 2. RN Care Managers will be paid as follows:
8 (a) Each nurse will be placed on the wage step that corresponds to their
9 years of experience as a registered nurse in an acute care facility,
10 including experience as a Care Manager. Any nurse that is currently
11 being paid above this step will be held at that step until such time that
12 their years of service match their wage step. No Care Manager will
13 receive a reduction in pay.
14
- 15 3. RN Care Managers will be paid all applicable differentials in accordance
16 with Appendix A of this collective bargaining agreement.
17
- 18 4. RN Care Managers who maintain either the Certified Case Manager or
19 Accredited Case Manager certification recognized by the American
20 Nurses Credentialing Center will be paid the differential in accordance with
21 Appendix B of this collective bargaining agreement.
22
- 23 5. RN Care Managers will be eligible to participate in the bargaining unit's
24 Clinical Ladder program.
25
- 26 6. RN Care Managers will accrue PTO according to the provisions of Article
27 5 of this collective bargaining agreement.
28
- 29 7. A department staffing plan or guideline shall be developed in collaboration
30 with staff, subject to manager approval, and shall take into consideration
31 Social Workers and other non-RN staff. The plan or guideline will establish
32 a core number of staff per day, taking into account census and acuity on
33 the floors as well as the number of ACM floats or helpers.

1 8. The Medical Center retains the ability to adjust an RN Care Manager's
2 shift length and days worked, but not FTE, based on operational and
3 patient needs. Before making any such adjustments, the Medical Center
4 will provide the affected nurse(s) with thirty (30) days' notice of such
5 change, and seek the agreement of the affected nurse(s).
6

1 **LETTER OF AGREEMENT – ACCRETION OF DIAGNOSTIC IMAGING RNS**

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

4 1. Diagnostic Imaging (DI) RNs will be covered by the parties' existing collective
5 bargaining agreement ("CBA"). Where any specific provision of the CBA may conflict
6 with this LOA, the provision will be administered as set forth in this LOA.

7 a. Article 1 – Recognition is amended to include Diagnostic Imaging in the list of
8 Departments.

9 2. Effective the second full pay period following the ratification of this Agreement, DI
10 RNs will be placed on the pay scale as follows:

11 a. Each nurse will be placed on the wage step that corresponds to
12 their years of experience as a registered nurse (in accordance with the collective
13 bargaining agreement) in an acute care facility. Any nurse that is currently being paid
14 above this step will be held at that step until such time that their years of service match
15 their wage step. No DI RN will receive a reduction in pay.

16 b. Each nurse will use their date of hire as their anniversary date for
17 their initial step increase purposes.

18
19 3. DI RNs will be paid all applicable differentials in accordance with this collective
20 bargaining agreement.

21 4. DI RNs will be eligible to receive certification pay in accordance with Appendix C
22 of the contract. DI RN's who maintain the Certified Radiology Nurse certification
23 through the Radiologic Nursing Certification Board will be eligible for certification pay in
24 Accordance with Appendix C. It is understood that only one certification pay differential
25 will be recognized.

26 5. DI RNs will be eligible to participate in the bargaining unit's Clinical Ladder
27 program consistent with Appendix C.

28 6. DI RNs will accrue PTO according to the provisions of Article 5 of this collective
29 bargaining agreement.

30 7. DI RNs will be provided seniority credit back to their date of hire as an RN at the
31 Medical Center. Seniority will be computed on the basis of hours paid at straight-time

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1 rates or higher, plus hours not worked as a result of Article 25 (together called “seniority
2 hours”), in accordance with Article 22.B of the CBA. It is further understood that the
3 three-year seniority cap in Section 22.B does not apply to the RNs identified in this LOA.

4 8. DI RNs will be represented on the Hospital Nurse Staffing Committee as part of
5 Position 4 (CCS, KDU, CVL, IRU, DI). The parties will develop a staffing plan, subject
6 to HNSC approval.

7 9. For the purposes of Article 9 – Floating, Diagnostic Imaging RNs will not be
8 considered the part of any cluster. Nurses in other clusters may still volunteer to float
9 and/or pick up shifts in the DI unit according to current practice.

10 10. DI RNs will continue to utilize their current Unit Based Scheduling Process
11 except:

12 a. Standby will be filled on a voluntary basis. When there are not enough
13 volunteers, vacancies will be filled by assignment on a rotational basis. The initial
14 rotation will begin in inverse order of seniority.

15 b. The unit may alter its current unit based scheduling process, including
16 scheduling standby, through the unit-based staffing committee, subject to management
17 approval, by developing guidelines regarding the scheduling and/or assignment of
18 standby time assignments.

19 c. The parties agree the language of this Section does not limit PPMC’s ability to
20 change, alter, or amend operations of the Diagnostic Imaging Department, subject to
21 any requested effects bargaining.

22 11. Per Diem RN requirements will be consistent with Article 8 – Scheduling, Section
23 E.

1 **LETTER OF AGREEMENT – ESTABLISHMENT OF PERINATAL FLOAT POOL**

2
3 Providence Portland Medical Center ("PPMC") and Oregon Nurses Association ("ONA")
4 agree to the following provisions related to the establishment of a Maternity Float Pool.
5 RNs in the Maternity Float Pool are responsible for working on each of the four Perinatal
6 Units, Labor & Delivery, Mother Baby, the Perinatal Special Care Unit, and the Neonatal
7 Intensive Care Unit.

8
9 1. All existing Maternity Float Pool incumbents will be transferred from the
10 Acute Care Float Pool to the Maternity Float pool with their existing FTE
11 and schedule patterns.

12
13 2. PPMC will post remaining vacant positions within two weeks of the
14 execution of this agreement in accordance with Article 23. The positions
15 will be awarded consistent with Article 23, and the parties acknowledge
16 that internal applicants are qualified for the position if they meet the
17 minimum qualifications of the position.

18
19
20 3. RNs in the Maternity Float Pool will be responsible for working every third
21 weekend. RNs hired into every third weekend will continue to work every third weekend.

22
23 4. RNs will be eligible for certificate on pay in accordance with Appendix C

24
25 5. Unit Scheduling will be in accordance with Article 8 and consistent with existing
26 practices for Pattern Scheduling and Unit Based Scheduling.

27
28
29 6. Any item not specifically identified here will be administered consistent with the
30 parties' Collective Bargaining Agreement.

31
32 This Letter of Agreement will remain in effect except as specifically modified by the
33 parties during any subsequent agreements. Disputes regarding the interpretation and
34 application of this agreement will be resolved through the parties' grievance procedure.
35

36
37 For the Union: _____ For the Medical Center: _____
38

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. The pilot may begin upon signed agreement over the terms below:
- B. Eligibility:**
1. Only 0.9 and 1.0 FTE nurses are eligible for the 6/2 schedule program.
 2. RN must have completed the one-hundred and eighty (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 seven (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. RNs will remain eligible for other paid and unpaid statutory leave programs according to their individual terms. The parties will discuss the use of existing accrued PTO and compliance with Oregon paid leave to ensure RNs have access to incidental sick leave.
- E.** The health and welfare benefits described in Article 14 will continue while participating in the 6/2 Program.

- F.** RNs who begin the 6/2 Program with a PTO balance will not have their PTO cashed out upon entry into the Program.
- 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;
 2. Benefits;
 3. 6/2 Adjustment Pay/ Supplemental pay;
 4. Extra Shifts;
 5. FTE changes;
 6. Eligibility Requirements; and
 7. Retirement contributions;
 8. Any other topics necessary for the successful implementation of the 6/2 Program.

~~LETTER OF AGREEMENT – FRONT LOADING OF PTO HOURS TO RNS PTO BANKS~~

~~Providence Portland Medical Center ("PPMC") and Oregon Nurses Association ("ONA") hereby enter into the following letter of agreement:~~

- ~~• Year 1: Twenty (20) hours pro-rated per .9 FTE added to PTO banks of eligible RNs. Deposits available the first full pay period following September 1, 2023.~~
- ~~• Year 2: Twenty (20) hours prorated per .9 FTE added to PTO banks of eligible RNs. Deposits available the first full pay period following January 1, 2024.~~

~~If in either year the addition of twenty (20) hours of PTO would cause an eligible RN's PTO bank to exceed the RN's maximum PTO accrual permitted under Article 5 of the CBA, the amount in excess of the maximum accrual shall be paid to the RN in the form of a cash bonus, subject to required withholdings.~~

~~This agreement shall be effective upon signature and will not be modified or extended without mutual agreement.~~

LETTER OF AGREEMENT – ADDITIONAL MEAL PERIODS ON 16-HOUR SHIFTS

Providence Portland Medical Center ("PPMC") and Oregon Nurses Association ("ONA") agree to the following provisions regarding administration of breaks and meal periods on 16-hour shifts:

1. Consistent with Oregon BOLI regulations and the collective bargaining agreement, nurses are entitled to four (4) 15-minute paid rest periods and two (2) unpaid 30-minute meal periods during a 16-hour shift.
2. As an incentive for RNs to work additional 4-hour shifts, RNs will be given the option to waive their second unpaid meal period.
3. No nurse will be required to waive their second unpaid meal period, and if they elect to take the additional meal period their shift end time will be extended by 30 minutes.
4. Nurses who voluntarily elect to waive their second unpaid meal period will fill out the attached waiver form and provide it to the unit manager or designee.
5. This Letter of Agreement only applies to 16-hour shifts.
6. This letter of agreement will remain in effect until renegotiated by the parties.

For the Union:

For the Medical Center:

NURSE STAFFING

The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing nurse staffing that supports and fosters excellence in the provision of patient care.

The parties endeavor to reach agreement on and adopt unit nurse staffing plans, in accordance with Oregon's Nurse Staffing Law, that appreciate evidenced-based national standards and the mix of acuity across Medical Center, including intermediate care patients. The parties have committed to the following principles:

1. Staffing plan frameworks can include a mixture of 1:3 and 1:4 nurse to patient ratios (1:5 until July 1, 2026) for medical/surgical and perinatal (may be patient couplets) units, including defining specific criteria for 1:3 assignments.
2. PPMC nursing leadership, UBCs, and the HNSC will explore the EPIC nursing workload acuity tool as a uniform tool for measuring nursing workload acuity. If desired by a UBC whose unit has an existing acuity tool: PPMC, the UBC, and the HNSC will also explore how the existing acuity tool may be used with the EPIC tool. Each UBC will participate in the department specific calibration of the EPIC tool (and existing acuity tools as applicable). All units will target completion of the calibration of the EPIC nursing workload acuity tool (and existing acuity tools as applicable) no later than 12 months after contract ratification.
3. Exploring problem solving processes that can troubleshoot and remedy staffing concerns in real-time.
4. Exploring A process for reviewing staffing concern forms at the HNSC in a timely manner.
5. PPMC nursing leadership, UBCs, and the HNSC will consider their findings regarding acuity tools when discussing whether to approve staffing plans.

The parties are jointly committed to direct and productive formal and informal discussions to resolve outstanding staffing and patient assignment concerns through dialogue at the HNSC. The parties invite and welcome formal and informal feedback from direct care nurses on individual hospital units and unit-based committees.

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Providence Oregon and ONA Agreement on Health Care Work Group

Providence's Oregon ministries ("Providence") and the Oregon Nurses Association ("ONA") and American Federation of Teachers ("AFT") have a shared interest in ensuring caregivers and their families have access to quality, affordable health care at a sustainable cost for both the caregivers the employer. To that end, ONA and Providence agree to create a work group to share information, discuss and explore potential health care options as follows:

1. An equal number of Providence and ONA representatives will participate in the forum, consisting of one ONA representative regularly assigned to each bargaining unit and one core leader from each respective ministry. The parties may mutually agree to invite an equal number of AFT and management representatives to participate in a particular session.
2. The parties will meet quarterly for two (2) hours (or more if mutually agreed) at a mutually agreeable location. The parties may exchange information electronically in between sessions. Parties and guests may participate in the forum electronically to accommodate geographic location/travel needs and to facilitate participation.
3. The parties agree to use the forum to share and discuss information and ideas, and to explore potential options for providing health care options, including but not limited to a Taft Hartley health plan, to caregivers and their families.
4. The parties may mutually agree to invite guest speakers including subject matter experts from ONA, Providence or external organizations.
5. The parties agree the forum is exploratory and will not have authority to make benefits election, financial or other operational decisions. An annual report will be presented to the parties.
6. The parties agree the forum will be a safe place for the parties to express themselves and share information. While the parties may have different perspectives on a particular issue, they agree to assume good intentions and interact with each other in a

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Signed and so agreed this _____ day of _____ 2025.

Providence Oregon Oregon Nurses Association