

ARTICLE 5V – HOURS OF WORK

- A. Basic Workweek. - The basic workweek shall be forty (40) hours.
- B. Meals and Breaks. The basic workday shall be eight (8) hours to be worked within eight and one-half (8½) consecutive hours, including a one-half (1/2) hour meal period on the Registered nurse's own time; and one fifteen (15) minute rest period without loss of pay during each four (4) hour period of employment, as scheduled by the Medical Center.
1. The Medical Center will comply with its legal obligations for meals and breaks as required in Oregon's Nurse Staffing Law.
 - ~~1. If a Registered nurse is specifically requested by the Medical Center to remain at his/her duty station during a meal period, such period shall be paid time. For purposes of this paragraph a Registered nurse is deemed to have been requested to remain at his/her duty station if he/she is the only Registered nurse assigned to an organized nursing unit for a shift, unless:~~
 - ~~a. The Registered nurse actually leaves his/her duty station during such meal period, or~~
 - ~~b. The Medical Center provides in writing for alternate coverage of the unit during the meal period.~~
 2. Patient care units may substitute other pre-arranged rest period schedules with the approval of the unit's manager. If a Registered nurse cannot be relieved for all or part of a scheduled or pre-arranged rest period and is not given alternative rest period time during the shift, the Registered nurse should report this immediately to the Registered nurse's charge nurse, supervisor or manager.

C. Scheduling of Meals and Breaks. - The parties acknowledge the legal requirements and the importance of rest and meal periods for Registered nurses. The parties further acknowledge that the scheduling of regular rest periods requires appropriate staffing and scheduling, teamwork, professional accountability and active charge nurse involvement. The parties therefore agree as follows:

1. Scheduling of breaks, including the timing of breaks, is best resolved by unit-based decisions, where the affected Registered nurses are involved in creative and flexible approaches to the scheduling of rest periods and meal periods.
2. Each unit will determine what reasonably available information will help inform reviews of meal and break use. The units will then use that information to develop a process for scheduling Registered nurses for the total amount of rest and meal periods set forth in this Section, to be included in their staffing plan.
 - a. The process must be approved by the unit manager;
 - b. The preferred approach is to relieve Registered nurses for two (2) fifteen (15)-minute rest periods and one (1) thirty (30)-minute meal period within an eight (8)-hour shift; however, a break and meal period may be combined during the middle four (4) hours of the Registered nurse's shift, when practical;
 - c. It is a shared responsibility among the Registered nurse, charge nurse, house supervisor, and unit leadership to communicate, monitor, and support meal and break periods. If a Registered nurse is not able to take a thirty (30)-minute uninterrupted meal period, the Registered nurse will be paid for such thirty (30) minutes.

In the event Registered nurses on a particular unit or units have concerns about the implementation of paragraph 2 or about the availability of meal periods or breaks on the unit in general, the concern may be raised with the Task Force or

the appropriate unit-based committee of their clinical division, in addition to the remedies provided by the grievance procedure.

There will be no retaliation for reporting or recording missed meals or breaks.

D. Overtime. - Overtime compensation will be paid at one and one-half (1½) times the Registered nurse's regular straight-time hourly rate of pay for all hours worked in excess of: forty (40) hours in each workweek of seven (7) consecutive days, or eight (8) hours in each day, which is defined as a period commencing at the beginning of a Registered nurse's shift and terminating twenty-four (24) hours later.

1. In the alternative, overtime compensation will be paid for all hours worked in excess of eight (8) hours in each day as defined above or eighty (80) hours in a work period of fourteen (14) consecutive days, if pursuant to an agreement or understanding in writing between the Registered nurse and the Medical Center.
2. If, however, a Registered nurse elects to work schedules involving other than a basic workday, then overtime compensation shall be paid as follows:
 - a. When such schedule is a nine (9)-hour schedule under the attached Nine (9)-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of nine (9) hours in each day as defined in this Section or thirty-six (36) hours in each workweek hereunder. Such nine (9)-hour schedule shall be on night shift only, unless the Medical Center and Association agree otherwise.
 - b. When such schedule is a ten (10)-hour schedule under the attached Ten (10)-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of ten (10) hours in each day as defined in this Section or forty (40) hours in each workweek hereunder.

- c. When such schedule is a twelve (12)-hour schedule under the attached Twelve (12)-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of twelve (12) hours in each day as defined in this Section or thirty-six (36) hours in each workweek hereunder.

E. Authorization of Overtime. - Work in excess of the basic workday or workweek must be properly authorized in advance, except in emergency. Regardless of whether the Registered nurse obtains prior authorization, Registered nurses must report accurately all hours, whether overtime or not, and they will be paid for all hours of work.

F. Rest rooms/Lockers. - Rest rooms and lockers shall be provided by the Medical Center.

G. Work Schedules. - The Medical Center and ONA recognize that schedules impact staff ability to plan for child-care, appointments, and in general for life outside of work.

- 1. Work schedules will be available for staff no less than two (2) weeks before the beginning of the scheduling period.

- a. Scheduling Patterns and Preferences. - One ~~each (1) ACH~~ unit, nurse management shall work with at least one (1) bargaining unit nurse on the unit to build new schedule patterns in order to preserve transparency and collaboration between the Medical Center and the Association on scheduling practices. The nurse manager will approve the final schedule patterns.

- 2. Registered nurses will not be regularly scheduled for work shifts in excess of sixteen (16) hours.

- 3. Registered nurses will not be regularly scheduled to work different shifts. However, at a Registered nurse's request and with the Medical Center's

agreement, a Registered nurse may be regularly scheduled to work different shifts, if the Registered nurse is otherwise qualified for such work.

4. Without the Registered nurse's consent, Registered nurses will not be regularly scheduled to work on different units, with the exception of the Float Pool and 5E Psychiatry Registered nurses working in the Emergency Department.
5. Within each discrete shift (day/evening or night), the Medical Center may create and post variable start time positions, meaning positions with variable shift start and end times. Such start and end times will vary no more than two (2) hours before and after the position's regularly designated start time. When the Medical Center fills a variable start time position, it will work with the Registered nurse to minimize the impact of the variable start and end times by communicating and collaborating with the Registered nurse in the development of the Registered nurse's schedule. Unless a Registered nurse is hired into such a variable start time position, the Registered nurse will not be required to work variable start times without the Registered nurse's consent.
6. General Schedule Stability: Short- and Long-Term Changes to Balance Schedule.
 - a. The Medical Center will make every effort to honor schedule stability (e.g., pattern or skeleton schedules). The parties agree, however, that in certain instances schedules may need to be adjusted to meet staffing needs. These include a rebalancing of work schedules as well as short-term changes.
 - b. When short-term changes are necessary, such changes will be made through voluntary moves to the extent possible (e.g., staff trades and extra shifts). If attempts to balance the schedule through voluntary moves are unsuccessful, mandatory moves will be made in reverse seniority order within each shift group.

- c. The parties agree that additional guidelines for schedule changes should be developed and maintained in a collaborative manner at Task Force. Such efforts will include development of a mechanism to identify the quantity and frequency of short-term schedule changes and the establishment of a threshold to rebalance schedules. These guidelines for schedule changes will be made available on the House-Wide Staffing Committee website.

7. Unit Based Scheduling.

- a. The Medical Center and the Association support self-scheduling as it offers nursing staff the opportunity to be autonomous and in charge of their work schedules, promoting accountability and responsibility that lead to job satisfaction and personal growth.
- b. The Medical Center and Association will allow unit-based staff scheduling for any unit that has a consensus of the unit's Registered nurses for this practice.
- c. A Registered nurse or team of Registered nurses from the unit will take and maintain responsibility for assigning RNs into the unit's core schedule according to the provisions of this agreement.
- d. Units making use of this provision will determine their scheduling process, and assignment of the RNs into the core schedule will be a fair and equitable process. This process will have been agreed upon by members of the unit and approved by Task Force. If an RN has a concern about the scheduling process that has not been adequately addressed on the unit level, that RN may raise the issue with Task Force.
- e. After the Registered nurse or team of Registered nurses schedule themselves, the manager will ensure the schedule is balanced or

will make changes to balance the schedule.

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

H. Weekend Schedules. - It is the policy of the Medical Center to schedule those Registered nurses who so desire every other weekend off. If the schedule on a unit allows for additional weekends off, preference will be given to Registered nurses with more than twenty (20) years of service with the Medical Center on a rotating basis, starting with the most senior Registered nurse. With the exception of those Registered nurses who have agreed to work schedules calling for consecutive weekend work and those who express a desire to work consecutive weekends when work is available, all other Registered nurses who are required to work one or more shifts on consecutive weekends will be paid for work performed on their scheduled weekend off at one and one-half (1½) times their regular straight-time hourly rate for all such hours, worked. For the purposes of consecutive weekend overtime, a weekend is defined as 7:00 pm on Friday through 6:59 pm on Sunday, except where units have a previously established practice for weekend hours. Registered nurses who have volunteered to work consecutive weekends may withdraw such authorization by notifying unit management three (3) weeks prior to the posting date for the subsequent schedule in which the change would take effect. Working consecutive weekends will not be a condition of employment, except ~~for part-time~~ Registered nurses who are hired into positions requiring weekend work.

I. Effect of Low Census. - Regular full-time and regularly scheduled part-time nurses shall not suffer the loss of any fringe benefits as a result of not working one of their scheduled working days at the request of the Medical Center.

J. Notice and Report Pay. - Registered 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 assignments shall perform any nursing work to which

they may be assigned.

1. When the Medical Center is unable to utilize such Registered nurse and the reason for lack of work is within the control of the Medical Center, the Registered nurse shall be paid an amount equivalent to four (4) hours times the straight-time hourly rate plus applicable shift differential; provided, however, that a Registered nurse who was scheduled to work less than four (4) hours on such day shall be paid for his/her regularly scheduled number of hours of work for reporting and not working through no fault of his/her own.
2. The provisions of this Section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the Registered nurse by telephone not to report for work at least two (2) hours before his/her scheduled time to work.
3. It shall be the responsibility of the nurse to notify the Medical Center of his/her current address and telephone number. Failure to do so shall preclude the Medical Center from the notification requirements and the payment of the above minimum guarantee.
4. In the event of a lack of work as determined by leadership, the Registered nurse may request to waive the four (4) -hour requirement and, if approved, may use PTO or unpaid time for the four (4)-hour time period.

K. Requests Off After Working Certain Hours. - A Registered nurse may enact a ten (10)-hour rest period in accordance with Oregon's staffing law. In those situations, the Registered nurse may choose to use or not to use accrued vacation/PTO to fulfill missed hours up to their FTE.

L. Changing. - Registered nurses in Surgical Services and in Operating Suites within units who are required to change at the Medical Center into Medical Center-required clothing will be permitted five (5) minutes at the beginning and end of each shift to change such clothing.

- M. Required Scheduled Standby. - Nursing units with required scheduled standby will develop unit guidelines regarding the scheduling and assignment of standby time to be included in their staffing plan.

The following nursing units have required scheduled standby:

Cardiovascular Operating Room (CVOR)

Catheterization Lab (CVL)

Hemodialysis (ADU)

Main Operating Room

Medical Procedures Unit (MPU)

Post Anesthesia Care Unit (PACU)

Pediatrics Operating Room

Short Stay Surgical Unit (SSU)

Surgical Services Ophthalmology (Outpatient Eye Surgery)

1. The unit guidelines will include an estimated range of required standby hours or shifts, if any, per Registered nurse per posted cycle. Required standby hours will not exceed fifty-two (52) hours per four (4) week schedule except where modified in Appendix A.C.4.D. The guidelines for each unit will be made available to the Registered nurses in the unit as well as to any Registered nurse who applies for a position in that unit. The Medical Center will, upon request or upon a change, provide the Association with the guidelines.
2. Registered nurses whose units are closed on a holiday and who are covering standby for such holiday will not be required to use PTO/vacation for those hours on standby.
3. The units set forth in Section M (*Required Scheduled Standby*) above are subject to required scheduled standby. The Medical Center will notify the Association before establishing a standby requirement in a unit where

standby is not currently required and will bargain upon request.

4. The Medical Center will notify the Association before changing the standby guidelines in a unit to increase the range of required standby hours and will bargain upon request. This does not include an increase in the range of required standby hours or shifts due to an absent Registered nurse or Registered nurses who are not replaced on the work schedule (e.g. leave of absence) for no more than three (3) posted standby scheduling periods.

~~5. For Labor and Delivery, the parties will regularly review metrics at ONA Task Force to ensure the removal of scheduled standby continues to meet our commitments to our patients and community. Key metrics: caregiver engagement, closed to admission hours, use of standby, turnover rate, sick occurrences, decision to incision time, and safety events.~~

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ARTICLE 7 – EMPLOYMENT STATUS

- A. Management Rights. - It is agreed that the operation of the Medical Center and the direction of the employees, including the making and enforcing of rules to assure orderly, safe and efficient operation, the right to hire, to transfer, to promote, to demote and to lay off for lack of work are rights (the above listing is not all inclusive but indicates the types of matters which belong to or are inherent to management) vested exclusively in the Medical Center and are subject to its sole discretion except as abridged by this Agreement.
- B. Introductory Period. - A Registered nurse employed by the Medical Center shall not become a regular employee and shall remain an introductory employee until they have been continuously employed for a period of one-hundred and eighty (180) calendar days. However, the Medical Center may extend, in writing, an introductory period should additional time be necessary to evaluate a Registered nurse's competency/performance.
- C. Cause for Discipline. - The Medical Center shall have the right to discipline, suspend or terminate Registered nurses for proper cause. A regular full-time, part-time or resource Registered nurse who feels they have been suspended, disciplined, or terminated without proper cause may present a grievance for consideration under the grievance procedure.
- D. Discipline/Corrective Action.
1. Investigatory Meetings under the *Weingarten* rule. A Registered nurse has the right to request a representative of the Association be present for an interview by the Medical Center as part of an investigation that might lead to discipline.

2. Review of Performance Following Discipline. Upon request from a Registered nurse who has received discipline, the Medical Center will review the Registered nurse's performance and provide a written summary addressing the Registered nurse's efforts at resolving the issues that led to the discipline. In responding to such requests, the time between the original disciplinary action and the Registered nurse's request for a follow up review may be taken into account and reflected in the summary. The statement will be given to the Registered nurse and placed in the Registered nurse's Human Resource file.

3. ~~After three (3) years, if no further disciplinary action is applied, the Registered nurse may submit a written request seeking that written disciplinary notices be removed from their Human Resource file. Any removal of material from the Human Resource file shall be at the sole discretion of the Chief Nursing officer and Chief Human Resources Officer.~~Removal of Materials. After two (2) years, if no further disciplinary action for the same infraction is applied, the employee may submit a written request seeking that written disciplinary notices be removed from their file. For discipline based on documented instances of actual patient harm, significant theft, conduct threatening or endangering the safety of others in the workplace, or discrimination, harassment or assault/violence against another person, any removal of material from the personnel file shall be at the sole discretion of the Chief Nursing Officer and Human Resources Director, which shall not be unreasonably withheld. The Medical Center may keep a copy of otherwise removed disciplinary notices an inactive discipline section of the nurse's personnel file.

E. Individual Development/Work Plans.

1. Development plans or work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a Registered nurse to develop skills and/or improve performance.

2. Work plans will outline job requirements, performance expectations, and objectives. The Medical Center will seek input from a Registered nurse in the development of a plan, but the parties acknowledge that the Medical Center has the right to determine when to implement a plan and to decide on the terms set forth in the development or work plan.
 3. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the Registered nurse may request an adjustment to the plan to address the changed circumstances.
 4. A work plan will only be referenced in a later corrective action within a one (1) year period after completion of the work plan.
- F. Reports to the Oregon State Board of Nursing. - Under normal circumstances, the Medical Center will make a reasonable effort to inform a Registered nurse if the Medical Center is making an official report of the Registered nurse to the Board. Any action taken by the Medical Center will not be impacted by the Medical Center's ability to inform a Registered nurse of a report to the Oregon State Board of Nursing.
- G. Access to Human Resource Files. - A Registered nurse may review the contents of their Human Resource file upon request, in accordance with ORS 652.750.
- H. FTE Change. An RN may request an FTE increase or reduction of .1 or .15 from their Nursing manager one time each rolling twelve months. The Nursing manager may approve or decline this request at their discretion, based on business needs. If approved, there will be no posting requirement. No RN will be allowed this option more than one time in a rolling twelve-month period. It is the RN's responsibility to understand any potential benefit and/or PTO accrual impact(s) to this change.

- I. Attendance. - The parties acknowledge the importance of Registered nurses arriving to work on time and that reliable attendance is critical to ensuring care for the Medical Center's patients and for good teamwork in the department. Registered nurses are expected not to exceed five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period.

Absences protected by state and/or federal law are not counted as unscheduled/unapproved absences in conjunction with the Medical Center's attendance policy. Any unscheduled absence that is the result of a communicable disease as diagnosed by any licensed independent practitioner or a test confirmed by Caregiver Health Services (i.e., positive COVID test) will not be considered an occurrence.

- J. Notice of Resignation. - Registered nurses are encouraged to give as much advance notice of resignation as possible to facilitate posting and recruitment such that resignations do not negatively impact unit staffing. All Registered nurses shall give the Medical Center no less than two (2) weeks' written notice of an intended resignation. A failure to give such notice shall result in a forfeiture of any unpaid PTO/vacation compensation. The Medical Center will give consideration to situations that would make lack of notice by a nurse excusable.

- K. Notice of Termination. - The Medical Center shall give regular full-time, part-time or resource nurses two (2) weeks' notice of the termination of their employment or, if less notice is given, then the number of working days within such period for which notice has not been given shall be paid the Registered nurse at their regular rate of pay. However, no such advance notice or pay in lieu thereof shall be required for Registered nurses who are terminated for violation of professional nursing ethics or terminated for cause.

- L. Exit Interview. A Registered nurse shall, if they so request, be granted an interview upon the termination of their employment.

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ARTICLE 8 – FLOATING

- A. Competency/Qualification. - Registered nurses shall receive patient assignments commensurate with their skills and competencies. A Registered nurse will not be required to float to a patient assignment that requires specialty competence for which they are not qualified. If a Registered nurse determines that they are not qualified for a specific assignment, they should identify the reasons why and give them at the time of the request to the appropriate charge Registered nurse or appropriate supervisor/manager or designee for the record.
- B. Float Assignments. - Registered nurses shall be floated only to work environments for which they have been oriented. For purposes of this Section, “oriented” means that the Registered nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. Orientation will occur before the Registered nurse assumes patient care duties. All Registered nurses floating will receive orientation or training appropriate to the assignment and will be assigned a resource person from the unit’s primary staff for clinical guidance as needed. In consultation with the Registered nurse, the manager will schedule orientation/training of a Registered nurse prior to floating. Length of orientation will be dependent on the nurse’s previous experience and familiarity to the nursing unit to which such nurse is being floated and patient population to which such nurse will be assigned.

Each unit will develop its own written orientation guidelines with Registered nurse input for Registered nurses who float into their unit. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the Registered nurse on the unit.

C. Floating Requirements.

~~This Section is effective upon ratification except for Sections three (3) through five (5) below which are effective the third (3rd) full schedule following ratification.~~

1. Registered nurses will not be required to float more than once per shift. Registered nurses will generally be floated on a rotational basis, unless the charge Registered nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation. The Medical Center will make a good-faith effort not to float a Registered nurse out of his/her unit when another nurse has floated into the unit on the same shift, unless such floating is required due to the expertise of the Registered nurse or in order to meet patient care needs.

~~2. Maternal Child Division Registered nurses shall only be required to float within their cluster or service line. Maternal Child Division Registered nurses who desire to float outside of their cluster may submit their name to a voluntary float list that shall be available to hospital leadership and charge nurses on each unit.~~

~~3.2.~~ Medical Center Floating Structure: Other than as set forth in C(2) above and in national, state and or/internal disaster/crisis situations (i.e., adverse weather conditions, pandemic) Registered nurses shall not be required to float outside their cluster ~~for a primary care assignment. more than seventy-two (72) hours per calendar year.~~ Cluster areas are defined as follows:

- a. Acute Care (including ~~IRU~~, CDU, Inpatient Behavioral Health, IMCU, and ED borders)
- b. Critical Care ~~(including IMCU)~~
- c. Emergency Services
- d. Surgical Services ~~(including IRU)~~
- e. Maternal Child Division

This Section excludes Registered nurses hired into the ~~Critical Care and~~

Medical/Surgical float pools.

3. Before registered nurses are required to take low census, the Medical Center will make a good faith effort to offer any known opportunities at the time of low census to float outside of their cluster voluntarily.

~~4. Critical Care Units: Critical Care units (ICU, NCCU, and CICU) Registered nurses shall only be required to float within the cluster for a pilot of six (6) scheduling periods. Following the pilot, key outcome metrics will be reviewed at Housewide Staffing Committee including but not limited to caregiver engagement, RN work satisfaction, closed to admission hours, first (1st) year and cumulative turnover, attendance, and RN vacancies (number, duration).~~

5.4. Unit-based RNs: Unit-based Registered nurses will only be required to float for RN assignments (e.g., modified assignments/flex RN/primary). Unit-based RNs may volunteer to work in non-RN assignments (e.g., monitor tech, safety attendant, sitter).

Tentative Agreement

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ARTICLE ~~14~~^{XIV} – PROFESSIONAL DEVELOPMENT

- A. Evaluations. - The Medical Center shall conduct performance and development conversations with each Registered nurse covered by this Agreement not less than once (1) per year.
- B. In-Service Education. - The Medical Center agrees to maintain a continuing in-service education program for all Registered nurses covered by this Agreement. In the event a Registered nurse is required by the Medical Center to attend in-service education functions outside their normal shift, their hours of attendance will be treated as hours worked.
- C. Educational Leave. Each regular full-time or part-time Registered nurse shall be entitled to take sixteen (16) hours of paid educational leave each year. Each resource nurse shall be entitled to take eight (8) hours of paid educational leave each year, provided the resource nurse has worked at least eight hundred (800) hours in the immediately preceding calendar year. Educational leave shall be for courses of benefit to the Registered nurse and the Medical Center, and is not to be used for tuition costs when a nurse is furthering their education (i.e., BSN, Master's program).
1. Educational leave may not be carried over from one (1) year to the next.
 2. At the time the leave is approved, the Registered nurse and the manager will agree on a format and/or process for the purpose of sharing the contents of the educational program, upon return from the leave.
 3. The Medical Center may grant more extended educational leave in cases it deems appropriate.
 4. For any education time, the Registered nurse will apply in advance to the appropriate nurse manager or designee for approval prior to the requested time. Requests must be submitted as soon as reasonably possible, and no

later than three (3) weeks before the requested time off. The requested time off should match the amount of continuing education (CE) credits. For partial day educational leave, a nurse will work with their leader to determine if they will be required to work part of their shift or if they will take PTO/vacation to be paid for the remainder of the shift or elect to receive unpaid time. Approval of educational leave requests will not be unreasonably withheld.

5. Prior to nationally recognized nursing conferences or conferences for which there is a high demand, including Medical Center annual conferences, the Medical Center will make good faith efforts to find additional coverage in the units for which such conferences are relevant to allow additional Registered nurses the time off needed to attend.

D. Education Fund. - The Medical Center will provide up to one-hundred and seventy-five thousand dollars (\$175,000) in each calendar year of the contract, for assistance for regular full-time, part-time and resource nurses in meeting registration fees and required materials. For in-person/off-site travel for educational courses, reasonable travel, lodging, meals, and/or parking will be reimbursed in accordance with organizational standards for business travel. A regular status Registered nurse will be eligible for up to four-hundred and seventy-five dollars (\$475) per calendar year from the above annual amount. A resource nurse will be eligible for up to two-hundred and twenty-five dollars (\$225) per calendar year from the above annual amount, if the nurse has worked at least eight hundred (800) hours in the immediately preceding calendar year.

1. Registered nurses must apply to Nursing Administration, via the online tool for continuing education, reimbursement and certification resources, in advance of any educational course.
 - a. At the time of the online request, the Registered nurse will verify the date of the education and request the time off in Kronos.
 - b. The Registered nurse will be notified whether the request is approved or denied prior to the course.

- Nurses must obtain pre-approval from their unit leaders, including an evaluation on whether the remote meeting attendance or education is likely to create an overtime situation. Every effort will be made to avoid an overtime situation.
- Nurses who attend meetings remotely must actively participate and will be paid for the actual meeting time.
 - Meeting facilitator will maintain a record of attendance.
 - Active participation is defined as being engaged in the meeting – i.e., speaking up and responding to dialogue when appropriate.
- Educational modules should be completed on campus whenever possible, as determined by the leader, particularly in times of low volumes instead of leaving campus as a result of low census.
- Nurses will strive to complete educational modules in the amount of time published as the average for said module. If the nurse determines that completion will take longer, the nurse must notify their leader in advance.
- Nurses must document all work time.
- Leadership has the discretion to determine that remote participation is not an option for any given meeting, based on the nature of the meeting (i.e., charge nurse meetings.)
- Leadership may require a specified number of nurses on-site for a particular meeting, with the remaining attending via MS Teams. For recurring meetings, the leader may rotate the nurses between on-site and remote attendance in an equitable manner, subject to role and/or skillset considerations.

c. Payment up to the Registered nurse's eligibility amount will be made to the Registered nurse after completion of the course if the Registered nurse submits the required materials within sixty (60) days immediately following the completion of the course, and within the same calendar year. Required materials include certification of attendance, and itemized receipts. Failure to make such timely request will result in the assistance not being paid to that Registered nurse, and the amount will then be available for reimbursement to other eligible Registered nurses. The Medical Center may, in its discretion, provide such additional sums as it deems appropriate.

2. At the end of a calendar year, any funds remaining unpaid from the above annual amount will be prorated and paid to Registered nurses who applied for and would have received further assistance if there had been no maximum annual amount per Registered nurse. No Registered nurse will receive payments under this paragraph in excess of the Registered nurse's actual expenses.

E. Tuition Reimbursement. - Registered nurses are eligible to receive tuition reimbursement per calendar year, in accordance with the terms of Medical Center policy. ~~Eligibility requirements:~~ A full-time Registered nurse 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 two-thousand six-hundred and twenty-five dollars (\$2,625) per calendar year. The Medical Center recognizes its obligation to negotiate monetary and eligibility changes to tuition reimbursement benefits.

~~E. Benefits-eligible with FTE of 0.5 or higher.~~

~~F. In good standing for previous six (6) months.~~

~~G. Eligible upon ninety (90) days after the most recent hire date.~~

~~H.~~

I.F.Remote Work. - Nurses may attend meetings or complete required education remotely after approval from their unit leader, subject to the following considerations and requirements:

PSVMC to ONA

1/30/2025 – Green Highlight is revised language

ARTICLE 16 – HEALTHY WORK ENVIRONMENT AND STAFFING

- A. Minimum Staffing. The Medical Center and the Union agree that quality patient care is the parties' most important priority and staffing levels should permit the delivery of safe, transformative patient care. The parties acknowledge that Oregon HB 2697 amended Oregon's Hospital Nurse Staffing Law to establish minimum staffing levels in most areas of the Medical Center as well as mandate that nurses are provided their meal and rest breaks. The Medical Center will comply with the requirements of the Hospital Nurse Staffing Law, including as amended by HB 2697, as it goes into effect. ~~The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together—including using the existing processes—to address the elements of a healthy working environment and agree with the AACN statement: "Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change." Caregiver engagement surveys that measure the work environment using the criteria outlined by the ANCC Magnet Recognition Program will occur at a minimum of every two (2) years. Unit administration will share the results of these caregiver surveys with their departments and develop plans to address the issues that the units identify as top priorities.~~
- B. The Medical Center will adhere to the Oregon Nurse Staffing Law, a current copy of which will be included for reference only in the Professional Agreement Contract Book. For ease of reference, ORS 441.762 through ORS 441.768 relate to the written staffing plan, and ORS 441.763 is entitled "Written staffing plan for nursing services."
- C. The Hospital-Wide Staffing Plan.

PSVMC to ONA

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1. The Hospital-Wide Staffing Plan as referenced in the Oregon Nurse Staffing Law will be the accumulated unit staffing plans of all nursing units.

2. Unit staffing plans will be developed by unit-based staffing committees (UBC or UBCs) in a manner consistent with the philosophy of the staffing law as a shared responsibility of Registered nurses and nursing leaders. Nurses with concerns regarding staffing are encouraged to raise those concerns without fear of retaliation, and to work with their staffing committee to identify solutions.

2.3. UBCs Unit-based staffing committees (UBC) will evaluate the regularity of incoming floats as well as resource hours and Education Leave approval, to assess the adequacy of their unit's core staffing and inform their work on the staffing plans.

3.4. The Employer will pay for unit-based staffing committee UBC-related time performed in collaboration with the core leader directly related to developing the unit staffing plan, in anticipation of presenting to the Housewide Hospital Nurse Staffing Committee (HNSC) for review and/or approval. Unless pre-approved by core leader, outside preparation time for UBC unit-based staffing committee meetings will not be compensated.

D. Unit-Level Staffing Plan Reviews. - If there is an inability to gain agreement on a plan, the unit's Housewide Committee HNSC representative (or, if none, the UBC co-chair) may escalate the matter to the HNSC Housewide Staffing Committee to request time on the agenda at the next HNSC meeting Housewide Staffing Committee for the unit to present concerns and request guidance from the HNSC Housewide Staffing Committee. As required by the Oregon Nurse Staffing Law, if the Housewide Staffing Committee is unable to reach an agreement on the staffing plan, the parties will follow the Nurse Staffing Plan mediation process.

E. Nurse Staffing Plan Requirements.

1. As required by the Oregon Nurse Staffing Law, eEach unit's staffing plan will be based on the specialized qualifications and competencies of the nursing staff and provide for the skill mix and level of competency necessary to ensure the Medical Center is staffed to meet patient care requirements. The HNSC Housewide Staffing Committee will review unit staffing plans to ensure they are consistent with nationally

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recognized evidence-based standards and guidelines established by professional nursing specialty organizations. The staffing plan must establish minimum numbers of nursing staff (Registered nurses and certified nursing assistants) required on specified shifts, recognizing differences in patient acuity and nursing care intensity. In addition, the must a mechanism for meal breaks and rest breaks on each shift, which shall be implemented consistent with professional nursing judgment and patient care needs.

2. Written staffing plans must comply with applicable Oregon Nurse Staffing Law. Disputes regarding this Section shall be referred to the HNSC Housewide Staffing Committee, unless the dispute is submitted to OHA as otherwise allowed in the Oregon Staffing Law.

3. Minimum Staffing: The Medical Center will comply with the nurse-to-patient ratios in Oregon's Nurse Staffing law (Enrolled House Bill 2697), as amended.

F. Meal & Break Coverage: The Medical Center commits to providing meal and rest break coverage that allows nurses to take their meal and rest breaks (including lactation accommodations). ~~The Medical Center will undertake best efforts to staff to the unit staffing standards within their approved staffing plans, and to administer meals and breaks consistent with the unit's nurse staffing plans.~~

1. The plan for meal and rest break relief will comply with applicable law and be posted on each unit.

2. A nurse who is relieving another nurse for a meal or break period must be qualified and hold the competencies to provide the required patient care during the meal or break period.

3. Missed Meal Periods/Breaks. Starting July 1, 2025, in the event a Registered Nurse accurately reports a missed rest or meal period using the Medical Center's designated process for reporting, in addition to their earned wages they will be eligible to receive, upon request, a single payment equivalent to an additional hour (1.0) of pay at their base rate for a missed meal period and an hour (1.0) of pay at their base rate for each missed rest break in the next payroll period. This penalty payment will not be counted as an hour worked for any reason (e.g., seniority, PTO accrual, overtime, etc.). Nurses who decline to

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take a meal period or break when offered, and who do not immediately escalate declining a meal period or break through their chain of command, are not eligible for this payment. This is the sole remedy for missed rest breaks and meal periods.

G. Meetings of the ~~Housewide~~ Hospital Nurse Staffing Committee.

1. The members of the ~~HNSC Housewide Staffing Committee~~ will be paid for the time spent during meetings. Alternates will be paid for attendance at meetings if a nurse representative is unable to attend or where the alternate's attendance was requested.

2. The Medical Center will release members (or alternates when necessary) of the ~~HNSC Housewide Staffing Committee~~ from scheduled shifts to attend committee meetings.

3. Partnership between Medical Center and ONA. As a routine part of monthly Task Force meetings between ONA and the Medical Center, the parties agree to review relevant data and dialogue on issues related to workforce planning. Routine data to be reviewed at Task Force meetings includes, but is not limited to: current vacant positions, turnover of RN staff since previous meeting, RN new hire data since previous meeting, and the number of float hours for each unit.

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

1. Posting of Registered nurse openings: Upon notice of upcoming Registered nurse vacancies, the Medical Center shall post the vacant position within two (2) weeks of receiving the notification, unless determining factors, including but not limited to: skill mix, reconfiguration of vacant FTE(s) to full-time, part-time or resource status, patient volume and acuity require additional consideration and time to determine need for posting. In that event, the unit leader or designee shall present the planned changes to the ~~UBC~~ UPC.

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

3. Registered nurse Staffing Updates: Upon request by the ~~Unit Partnership Council (UPC)~~ or UBC unit-based staffing committee, the Medical Center will share information about unit Registered nurse FTEs and vacancies.

4. Staffing Concerns: Registered nurses who have immediate and ongoing concerns that staffing is not being sufficiently addressed may communicate to the parties below, to work towards resolution:

1. Unit charge nurse

2. House Supervisor

3. Core leader

4. Nursing director

5. ~~HNSC Housewide Staffing Committee (HWSC)~~ via their division representative or co-chair(s) of the HNSC ~~HWSC~~

6. ONA Task Force via the HNSC ~~HWSC~~ co-chairs

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

ONA: 
PSVMC: 

ARTICLE 19 – REDUCTIONS IN FORCE AND LOW CENSUS

- A. Layoff. - A layoff is defined as a staff reduction because of a position elimination or long-term reduction in hours, unit closure or merger, or Medical Center projections that the staff reduction in a unit and shift will continue for an extended period.
- B. Qualifications. - Subject to the provisions of Section D(2), for purposes of this Article, a nurse is “qualified” if the nurse currently works on or is oriented to the nursing unit where the positions exists, or is determined to be able to meet the routine or previously posted positions requirements, with an orientation not to exceed six (6) consecutive weeks.
- C. If the Medical Center determines that a reduction in force as defined in Section A of this article is necessary, a minimum of forty-five (45) days’ notice will be given to the Association detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Medical Center will provide the Association with a list of open RN positions at the Medical Center and, at the request of the Association, at any other Providence facilities within Oregon. An “open position” is any position for which the facility is still accepting applications.
- D. Upon notice to the Association, representatives of the Medical Center and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs, reduction of the scheduling of agency, traveler and temporary nurses, and conversion from regular nurse status to an intermittently employed nurse and FTE reductions (full-time nurses going to part-time status). The Medical Center will consider the options suggested by the Association but will not be required to implement the suggested options.
- E. If after meeting with the Association, the Medical Center determines that a reduction in force is still needed the nurse or nurses on the unit or units to be impacted will be given a minimum of thirty (30) days’ notice. If there are any posted RN positions within the Medical Center at the time of a reduction in force,

the Medical Center will wait to fill such positions with an external applicant until it has become clear which nurses will be impacted by the reduction in force (either laid off or displaced into another position), and those nurses have had an opportunity to apply for those positions. The Medical Center may immediately post and fill nursing positions if either (1) it is apparent that the nurses likely to be impacted by the reduction in force are not qualified for the open position or (2) the Medical Center has an urgent need to fill the position for patient care reasons. The Medical Center will inform other employers within Providence-Oregon of the existence of the reduction in force, and request that they consider hiring the impacted nurses, if any, for any open positions.

1. In the event of a layoff or elimination of a nurse's position, the nurse with the least seniority, (as defined in Article XVII) among the nurses in the shift of the patient care unit where such action occurs, will be displaced from their position in the following manner. The initially displaced nurse will then have the following options:

- a. The initially displaced nurse may, within seven (7) calendar days of his or her notification of the displacement, choose to accept layoff with severance pay in lieu of further layoff rights or options. Such severance pay will be based upon the Medical Center's severance policy applicable to non-represented employees then in effect, except that the nurse will receive severance payments equal to seventy-five percent (75%) of the severance payments available to non-represented employees with the same number of years of service as the nurse. Severance is not available to nurses who become displaced due to the application of the "bumping rights" described below; or

- b. The initially displaced nurse may take the position of the least senior regular nurse in the same patient care unit, provided they are qualified to perform the work of that position (the nurse whose position is thus taken will become the displaced nurse for purposes of the following Subsections); or

- c. The displaced nurse may take the position of the least senior regular nurse in the patient care unit(s)/cluster in which the nurse is permitted to float, provided the nurse is qualified to

perform the work of that position. However, no regular full-time or part-time nurse will be required to take the position of resource nurse and no nurse with benefits will be required to take a non-benefitted position. (The nurse whose position is thus taken will become the displaced nurse for purposes of the following Sections); or

- d. The displaced nurse may take the position of the least senior regular nurse in the bargaining unit, provided they are qualified to perform the work of that position. However, no regular full-time or part-time nurse will be required to take the position of resource nurse and no nurse with benefits will be required to take a non-benefitted position. (The nurse whose position is thus taken will become the displaced nurse for purposes of the following Subsections); or
- e. The displaced nurse may elect reclassification to resource status on a non-regularly scheduled basis; or
- f. The displaced nurse may elect to transfer, if offered by the Medical Center, to a temporary position for not to exceed ninety (90) calendar days or a position in a training program for not to exceed six (6) months, which position will not be considered a vacancy under this Article; or
- g. The displaced nurse will be laid off.

- 2. In the event the Medical Center undergoes a layoff and a position exists in a unit affected by the layoff that required special skills and/or competencies which cannot be performed by other nurses in that unit, the Medical Center will notify the Association. 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 considering 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.

3. Recall from layoff will be in the order of laid off nurses' seniority, provided the nurse is qualified to perform the work of the recall position. A displaced nurse under any of the five preceding Subsections, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and shift from which the nurse was displaced, in order of their seniority. Rights under this paragraph continue for up to twelve (12) months from the date of displacement. It is the responsibility of the displaced nurse to provide the Medical Center with any changes in address, telephone number or email address. A nurse forfeits any recall rights if the nurse fails to provide the Medical Center such changes and the Medical Center is unable to contact the nurse using such contact information. The Medical Center agrees it will attempt to contact the nurse by letter/mail, telephone and email (if provided by the nurse) and document such efforts. The recalled nurse must respond to the Medical Center within fourteen (14) calendar days of such contact or will forfeit all recall rights.
4. In Unit Posting to Prevent Layoff. - In the event a unit is overstaffed on a shift, and is simultaneously understaffed on a different shift, and the Medical Center would otherwise be required to lay off a nurse on the overstaffed shift, the Medical Center will notify the Association and the parties will meet to review the positions and nurses affected. If the parties review the information and agree that posting the position as available only to nurses in that unit is necessary to prevent a layoff, the position may be posted notwithstanding Art. XVII (C).

F. Low Census Definitions:

1. Low Census - A Low Census event occurs when the Medical Center determines that there are more nurses scheduled or working than needed.
2. Rolling Calendar Year - For this Article, Rolling Calendar Year will

mean the twenty-six (26) pay periods preceding the current pay period.

G. Low Census Process:

1. Low Census will be assigned in the following sequence within the cluster (and within unit in the surgical clusters) where the need for Low Census is identified in the following order:
 - a. Agency Nurses (Travelers, Per Diem or Guaranteed)
 - b. Temporary Nurses (A nurse employed by the Medical Center for less than six (6) months)
 - c. Share Care Nurses
 - d. Nurses earning overtime and extra shift incentive pay
 - e. Nurses earning overtime without extra shift incentive pay
 - f. Nurses earning extra shift incentive pay without overtime
 - g. Volunteers, with preference given to standby volunteers
 - h. Resource RNs (0.0 FTE) (After working twenty-four (24) hours that week)
 - i. Part-time nurses working an extra shift without extra shift incentive pay or overtime.
 - j. Resource RNs (0.0 FTE) (Working less than twenty-four (24) hours that week)
 - k. Mandatory Low Census
2. Low Census from the "Mandatory List" will be assigned to the nurse with the lowest "Factor".
3. "Factor". - A Mandatory List will be maintained, by assigning each full-

time and part-time nurse a Factor calculated as follows:

$$\frac{\text{Nurse's Total Low Census Hours (voluntary and mandatory) in a rolling calendar year}}{\text{Nurse's FTE (expressed in annualized hours for the rolling calendar year)}}$$

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

- i. The Mandatory List will be updated every twelve (12) to twenty-four (24) hours and will be available for viewing by nurses. Each nurse is responsible for checking the Mandatory List and alerting his or her manager to any concerns with the calculation for that nurse or the nurse's relative placement on the list.
- ii. Situations that will alter the assignment of Voluntary and Mandatory Low Census by the lowest Factor are:
 1. The nurse's qualifications may not meet the needs of an area. Example: Charge nurse required, new graduate available. Special care nurse needed, staff nurse available.
 2. The nurse whose turn it is to be off is already on an assigned day off.
- iii. Any nurse who is assigned a Mandatory Low Census and desires to work may request to fill available positions on another day or another shift. The Medical Center will attempt to offer regular full-time and part-time nurses, who would be working except for being on Low Census, an opportunity to work such time in areas where they are qualified, before assigning nurses on the "on call list" to work in such areas at such times.

H. Nurses' Status While on Mandatory Low-Census Before the Start of the Shift.

1. When a nurse is placed by the Medical Center on low census, the nurse will request either:

- a. Full Shift Low Census. - This means that the nurse is not obligated to the Medical Center for that shift.
- b. Partial Shift Low Census. - This means that the nurse is obligated to the Medical Center for a portion of that shift.

The Medical Center will, consistent with operational and patient care needs, make its best efforts to honor the nurse's preference for full or partial shift low census.

2. Partial Shift Low Census.

- a. If the Medical Center cannot grant a nurse's request for full shift low census, it will place the nurse on partial shift low census. Partial shift low census will be limited to one (1) instance per shift, and result in not less than four (4) hours of work. If standby is needed by the Medical Center, the nurse will be placed on standby during the low census portion of the nurse's shift. While on standby, the nurse may receive an assignment commensurate with the floating grid. If the nurse is called in to work during the time the nurse is on voluntary standby, the standby provisions of this contract will apply.
- b. 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.
- c. 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.

- d. If the nurse works only the last four (4) or six (6) hours of a scheduled shift due to low census, the nurse will be credited with the entire length of the nurse's shift as credit towards the nurse's Low Census Factor. Evening shift nurses (3:00 p.m. – 11:00 p.m.) will receive this credit if they work any four (4)-hour segment of their shift.

I. Nurses' Status While on Voluntary Low-Census Before the Start of the Shift.

The Medical Center will, consistent with operational and patient care needs, make its best efforts to honor a nurse's preference for voluntary low census. When volunteering for low census, the nurse may ask to be placed on either (1) full shift low census with or without standby, or (2) partial shift low census with or without standby, but with a scheduled partial shift of either four (4), six (6) or eight (8) hours (ten (10)- or twelve (12)-hour night shift nurses will have a partial shift length of eight (8) hours). If the nurse is called in to work during the time the nurse is on voluntary standby, the standby provisions of this contract will apply.

~~J. Protocol for Addressing Excess Mandatory Low Census. If the Association desires to discuss with the Medical Center its concerns regarding excess mandatory low census on any unit, it may raise that issue at a Task Force meeting. The parties shall consider actions to remedy the situation and to support nursing units/areas with high census/acuity, including potential reorganization, new to specialty fellowship opportunities, Flex RN assignments and/or implementation of a reduction in force.~~

~~J-K. Mandatory Low-Census Caps. No nurse will be asked to take mandatory low census beyond a cap of 24 hours per scheduling period and not to exceed a cap of one hundred and thirty-two (132) hours in a calendar year. It is the responsibility of the nurse to inform the nurse's manager that the cap on low census has been reached in the scheduling period. If all nurses scheduled for the shift have reached the scheduling period or annual cap, and no alternate assignment is available, and low census is still required, then the nurse with the lowest factor will be given the mandatory low census, with pay. The Hospital will provide a mechanism for tracking mandatory low census that will be accessible by the nurse.~~

APPENDIX A – COMPENSATION

- A. Wage Rates. - The following are the rates of pay of all Registered nurses employed under the terms of this Agreement.

~~Year 1, 20242: Effective July 17, 2022: Market adjustment of six percent (6%) to scale, plus across the board increase of four percent (4%). An additional one dollar (\$1.00)/hour market increase to be added to the following steps: Resident steps 1 and 2, RN steps 1 through 4. Retroactive to January 2, 2022, lump sum payable in August 2022, as follows: apply nine percent (9%) to wages based on hours worked from 1/2/2022 through 7/16/2022. Effective the second full pay period following ratification:~~

Step	New Rate
<u>Resident</u>	<u>\$52.98</u>
<u>1</u>	<u>\$54.25</u>
<u>2</u>	<u>\$56.48</u>
<u>3</u>	<u>\$58.57</u>
<u>4</u>	<u>\$60.56</u>
<u>5</u>	<u>\$61.37</u>
<u>6</u>	<u>\$62.52</u>
<u>7</u>	<u>\$63.68</u>
<u>8</u>	<u>\$64.40</u>
<u>9</u>	<u>\$65.00</u>
<u>10</u>	<u>\$65.59</u>
<u>11</u>	<u>\$66.21</u>
<u>12</u>	<u>\$66.99</u>
<u>13</u>	<u>\$67.64</u>
<u>14</u>	<u>\$68.39</u>
<u>15</u>	<u>\$68.86</u>
<u>16</u>	<u>\$69.34</u>
<u>17</u>	<u>\$69.84</u>
<u>18</u>	<u>\$70.44</u>
<u>19</u>	<u>\$70.93</u>
<u>20</u>	<u>\$71.27</u>
<u>21</u>	<u>\$71.60</u>
<u>22</u>	<u>\$71.95</u>
<u>23</u>	<u>\$72.40</u>
<u>24</u>	<u>\$72.72</u>
<u>25</u>	<u>\$74.45</u>

Step	7/17/2022 Rates
Resident 1	\$ 44.28

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Resident 2	\$ 45.38
1	\$ 46.45
2	\$ 48.49
3	\$ 50.40
4	\$ 52.13
5	\$ 52.68
6	\$ 53.73
7	\$ 54.80
8	\$ 55.35
9	\$ 55.89
10	\$ 56.45
11	\$ 57.01
12	\$ 57.58
13	\$ 58.17
14	\$ 58.76
15	\$ 59.19
16	\$ 59.64
17	\$ 60.09
18	\$ 60.55
19	\$ 60.99
20	\$ 61.31
21	\$ 61.61
22	\$ 61.92
23	\$62.24

24	\$62.54
25	\$64.07

~~Resident Nurses. Registered nurses will progress from Resident 1 to Resident 2 automatically upon the pay period following completion of their introductory period or sooner when they become fully competent and independently take a full patient assignment in all units to which they may be assigned.~~

~~Years 2, 2025, and 3, 2026: 2023: Effective January 1, 2023 a three percent (3%) across the board increase. Effective the first full pay period following July 1, 2023, a one percent (1%) across the board. Effective the first full pay period in January 2025, a 4% across the board increase. Effective the first full pay period in January 2026, a 4% across the board increase.~~

Step	2025 Rate	2026 Rate
Resident	\$55.10	\$57.31
1	\$56.42	\$58.68
2	\$58.74	\$61.09
3	\$60.91	\$63.35
4	\$62.99	\$65.51
5	\$63.83	\$66.38
6	\$65.02	\$67.62
7	\$66.23	\$68.88
8	\$66.97	\$69.65
9	\$67.59	\$70.30
10	\$68.22	\$70.95
11	\$68.86	\$71.62
12	\$69.67	\$72.46
13	\$70.35	\$73.16
14	\$71.12	\$73.97
15	\$71.61	\$74.48
16	\$72.12	\$75.00
17	\$72.63	\$75.53
18	\$73.26	\$76.19
19	\$73.76	\$76.72
20	\$74.12	\$77.09
21	\$74.46	\$77.44
22	\$74.82	\$77.82
23	\$75.29	\$78.31
24	\$75.63	\$78.66
25	\$77.42	\$80.52

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Step	January 1, 2023 (3% ATB)	Pay period following July 1, 2023 (1% ATB)
Resident 1	\$45.61	\$46.07
Resident 2	\$46.74	\$47.21
1	\$47.84	\$48.32
2	\$49.94	\$50.44
3	\$51.91	\$52.43
4	\$53.69	\$54.23
5	\$54.26	\$54.80
6	\$55.34	\$55.89
7	\$56.44	\$57.00
8	\$57.01	\$57.58
9	\$57.57	\$58.15
10	\$58.14	\$58.72
11	\$58.72	\$59.31
12	\$59.31	\$59.90
13	\$59.92	\$60.52
14	\$60.52	\$61.13
15	\$60.97	\$61.58
16	\$61.43	\$62.04
17	\$61.89	\$62.51
18	\$62.37	\$62.99
19	\$62.82	\$63.45
20	\$63.15	\$63.78

21	\$63.46	\$64.09
22	\$63.78	\$64.42
23	\$64.11	\$64.75
24	\$64.42	\$65.06
25	\$65.99	\$66.65

~~Retention Bonus~~ ~~In 2022 and 2023, Registered nurses who reach an anniversary of reaching step 25 that is evenly divisible by five (5) (e.g. five (5), ten (10), fifteen (15) or twenty (20) years after reaching step 25) will receive a retention bonus equal to seventy-five cents (\$0.75) for every hour worked in the previous five (5) years. This bonus will be paid out on the pay date following the second full pay period of the next calendar year.~~

Retention Bonus - Registered nurses who were slotted on step 25 of the wage scale during calendar year 2019 will receive a retention bonus equal to seventy-five cents (\$0.75) for every hour worked from 2019 through 2024. This bonus will be paid out on the pay date following the second full pay period of 2025 to said RNs who are still employed at the time of the payment.

Step Progression:

1. Registered nurses' compensation shall be computed on the basis of hours worked.
2. A Registered nurse shall progress according to the year-to-year wage progression set forth in this Section at the end of each anniversary date, provided that they have worked a minimum of seven hundred (700) hours. In the case where a Registered nurse has not worked seven hundred (700) hours during any anniversary year, advancement to the next wage step shall be delayed until completion of seven hundred (700) hours of work. Computation of seven hundred (700) hours in the following years shall commence upon completion of the prior seven hundred (700)-hour requirement. For the purposes of this Section, hours not worked as a result of Low Census will be credited towards the nurse's seven hundred (700) -hour requirement.

B. Additional Wage Provisions. - Effective the ~~second full first~~ pay period following ratification.

1. Registered nurses' compensation shall be computed on the basis of hours worked.
2. A Registered nurse temporarily assigned to a higher position and shift shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four (4) hours or more.
3. Regularly scheduled part-time nurses shall receive consideration for promotional advancement.
4. Merit Raises. - The Association recognizes this contract to contain the minimum standards of employment. This contract should not be construed to limit management's right to reward an individual nurse's performance over and above the prescribed conditions called for in this Agreement.
5. Credit for Prior Experience. - A newly hired Registered nurse may be hired at any step, but not less than the step number that corresponds with the number of years of the Registered nurse's related experience as a Registered nurse employee of an accredited acute care hospital(s) during the immediately preceding five (5) years. Newly hired Registered nurses will not be placed higher than step twenty-two (22) unless approved by the CNO. For Registered nurses hired in the Behavioral Health Unit, experience at the Oregon State Hospital shall be counted as equal to that of an accredited acute care facility. A year of experience under this Section is one-thousand eight hundred and seventy-two (1,872) hours of the related work. The Medical Center may, in its discretion, place a newly hired experienced Registered nurse at a higher step rate of pay.

C. Differentials.

1. Charge Nurses. - Charge nurses shall receive a differential of ~~four~~three dollars ~~and sixty cents~~ (\$~~4.003-60~~) per hour in addition to the

appropriate hourly rate set forth in Section A above. Relief charge nurses shall receive, during the period of assignment to the charge nurse function, three dollars (\$3.00) per hour in addition to the appropriate hourly rate set forth in Section A. above.

2. Shifts.

- a. Registered nurses will be deemed to be assigned for shifts as follows:

Half or more of the nurse's assigned hours are between the hours of:	Shift
7 a.m. and 3 p.m.	Day
3 p.m. and 11 p.m.	Evening
11 p.m. and 7 a.m.	Night

Such assigned hours do not include hours which fit the definition of daily overtime hours under Article V, Section D.

- b. Registered nurses assigned for evening and night shifts shall be paid, in addition to the appropriate rate set forth in Section A above, as follows:

- i. Evening shift: ~~three two dollars and eighty five cents~~
(\$~~3.002.85~~) per hour.
- ii. Night Shift: ~~Ten six dollars and twenty cents~~ (\$~~10.006.20~~)
per hour.

- c. If the Registered nurse's assigned hours fit more than one shift definition under subparagraph a above, the Registered nurse will be deemed to be assigned for the shift with the higher shift differential.

- d. If a Registered nurse is assigned to work hours which fit the definition of daily overtime hours under Article V, Section D, the

nurse shall be paid shift differential, if any, for such daily overtime hours according to the Registered nurse's assigned shift under 1 above. However, if a nurse works four (4) or more hours of such daily overtime in a workday, the applicable shift differential for such daily overtime hours shall be the higher of (a) the shift differential of the nurse's assigned shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be 7 a.m. to 3 p.m., the evening shift 3 p.m. to 11 p.m., and the night shift 11 p.m. to 7 a.m. This paragraph will apply only to hours for which shift differential would not otherwise be paid under the other paragraphs of this Section 2.

e. However:

- i. Registered nurses scheduled for a twelve-hour shift commencing from 6:00 am to 8:00 am~~7 a.m. to 7:30 p.m.~~ shift (day shift as defined above) will be paid evening shift differential for all hours worked on the shift after 3:30 p.m., if those hours do not otherwise qualify for shift differential under the other paragraphs of this Section 2; and
- ii. Registered nurses who, on the date of ratification of this Agreement are regularly assigned to a shift for which they receive shift differential pay for hours that would not be eligible for shift differential pay under 2.a, above, will continue to be paid the shift differential for those hours. This paragraph will cease to apply once the nurse is assigned to another shift. The nurse will thereafter be subject to the preceding paragraphs.

3. Certifications. - A Registered nurse who meets the requirements of this Section shall receive a three~~two~~ dollar and fifty cents (~~\$3.00~~2.50) per hour certification differential.

- a. The Registered nurse must have a current [certification on file with the Medical Center for the area where the nurse works a significant number of hours that meets one of these criteria:](#)
 - i. [nationally Magnet-recognized certification;](#)
 - ii. [Certification accredited by one of the following accrediting bodies: National Commission Certifying Agencies, ISO 170-024 or Accreditation Board for Specialty Nursing Certification; and/or](#)
 - ~~iii. [Any other certification previously approved by a PSVMC Chief Nursing Officer for a specific unit, on file with the Medical Center for the area where the nurse works a significant number of hours.](#)~~
- b. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to the Medical Center of certification renewal before that date. If the proof is submitted to the Medical Center after that date, the certification differential will be resumed beginning with the first full pay period following the submission.
- c. A Registered nurse will be deemed to have worked a significant number of hours in the area if at least one half (1/2) of the nurse's hours worked are in that area. The Medical Center may, in its discretion, determine that some lower proportion of hours worked in an area qualifies as a significant number of hours worked for the purposes of this ~~S~~[Section 2](#).
- d. Only one (1) certification and one certification differential will be recognized at a time for the purposes of this Section. Registered nurses with multiple recognized certifications will receive certification differential for only one (1) at a time.
- ~~e.~~ The Medical Center will specify not less than one certification to be recognized for each of the following areas: med/surg, day/surg, float, surgery, critical care, IV therapy, emergency, family maternity, recovery, orthopedics, neuroscience,

psych, and kidney dialysis. ~~The IBCLC certification will also be recognized under this Section for the family maternity area, and will replace all other premiums for such certification or expertise.~~

f.e.

4. Preceptors. - A Registered nurse assigned as a preceptor will be paid a differential of three dollars and twenty five cents (\$3.~~2500~~) worked as a preceptor. A preceptor is a nurse who is designated by their nurse manager to:
 - i. assess the learning needs of a Registered nurse (nurse resident, fellow, capstone student nurse; newly hired experienced nurse, and/or agency nurse);
 - ii. plan the Registered nurse's learning program
 - iii. implement the program;
 - iv. provide direct guidance and supervision to the Registered nurse during the program; and
 - v. in conjunction with the nurse manager and/or designee, evaluate the Registered nurse's progress during the program.

This differential will not be paid for any unworked hours or for any hours when the Registered nurse is not working as a preceptor. Additionally, preceptor pay will not be paid for general orientation to the unit when there is no need to assess and address the learning needs of a Registered nurse.

5. Weekends. - ~~Effective the first full pay period following ratification, a~~ Registered nurse will be paid a weekend differential of two dollars (\$2.00) per hour worked on the weekend. No weekend differential will be paid for any unworked hours. Weekend shifts are defined as shifts beginning within the period from 7:00 p.m. on Friday through 6:59 a.m. on Monday.

6. Nursing Float Pools (Children's Nursing Float Pool, Critical Care Float Pool, and Nursing Float Pool). ~~Every~~ Every Registered nurse in a position within one of the float pools shall initially receive a differential of two dollars (\$2.00) per hour for hours worked in a float assignment. After a Registered nurse has had one year of full-time work in their designated float pool (1872 hours), their float pool differential will increase to three dollars (\$3.00) per hour for hours worked in a float assignment.

~~Registered nurses working in float pool positions will transition back to the regular Registered nurse job code, and their pay will drop by one level on the pay scale if previously granted credit for one additional step. The changes referenced in this Section will be effective on the first full pay period after ratification.~~

- D. Standby Compensation. - The following standby compensation policies shall apply to all Registered nurses:

1. Registered nurses scheduled for voluntary standby shall be paid the sum of eight ~~four~~ dollars ~~and seventy cents~~ (\$8,004.70) for each hour of scheduled standby.
2. Time actually worked on a call-back while on scheduled standby shall be paid for at one and one-half (1 ½) times the Registered nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such premium pay rate will begin with the time the nurse actually begins work during the standby period. Such premium rate will apply only where (1) the nurse has first clocked out and then received a call from the nurse's unit manager or designee asking the nurse to return to work or (2) where the nurse continues his or her scheduled shift for sixty (60) minutes or more. If the nurse continues his or her scheduled shift for fifty-nine (59) minutes or less, the nurse will receive one hour of the premium rate.
3. Mandatory Scheduled Standby. - For Registered nurses who work in units with mandatory scheduled standby, the following provisions will apply:

- a. Registered nurses scheduled for mandatory scheduled standby shall be paid the sum of eight ~~six~~ dollars (~~\$8.00~~~~6.00~~) for each hour of mandatory scheduled standby.
- b. If staffing on a unit with mandatory standby requires that Registered nurses exceed fifty-two (52) hours of standby in a four (4) week schedule, such nurses will for such schedules be paid ten dollars (\$10.00) for all standby hours in excess of fifty-two (52).
- c. Scheduling of all standby hours will be distributed fairly and equitably among affected nurses.
- d. On units where a Registered nurse or nurses wish to voluntarily exceed fifty-two (52) hours of scheduled standby per four (4)-week schedule, all such voluntary hours in excess of fifty-two (52) will be paid at six dollars (\$6.00) per hour.

Nursing units with mandatory scheduled standby will also follow the provisions in Appendix D.

4. Short Notice Standby Shift Incentive Bonus. A lump sum incentive bonus will be paid to nurses who pick up scheduled standby shifts on short notice. This applies to any mandatory schedule call shift that becomes vacant after the schedule posts due to an unexpected absence (e.g., sick calls, LOAs, employment separations). This lump sum bonus will be paid no later than the end of the schedule period following the standby shift taken. The bonus will be calculated based upon \$15 per hour on standby.

E. Extra Shifts.

1. Extra shifts differential. - A Registered nurse will be paid a differential of nineteen ~~twenty~~ dollars (~~\$20.00~~~~19.00~~) per hour for all hours worked per week in excess of thirty-six (36), when such excess hours result from the nurse agreeing to work an extra shift of at least four (4) hours in duration (three and a half (3.5) hours for nine (9)-hour shift nurses),

at the request of the Medical Center. ~~This differential will be twenty dollars (\$20.00) per hour for hours worked on weekend shifts, which are defined as shifts beginning within the period from 7:00 p.m. on Friday through 6:59 p.m. on Sunday.~~ The differential will not be paid for any unworked hours. To be eligible for the extra shift differential, the Registered nurse must have worked the scheduled shifts of their FTE during the work week.

2. ~~Regularly scheduled hours~~ Hours worked. - For the purposes of determining hours worked ~~“the Registered nurse’s regularly scheduled hours for the week”~~ under Paragraph 1 above, regularly scheduled hours actually worked in the week will be counted, and the following regularly scheduled hours will also be counted for the week:
 - a. Not worked because of Low Census;
 - b. Not worked because the Medical Center required attendance at a specific education program;
 - c. Not worked because the nurse was on a paid educational leave from such hours; and
 - d. Not worked because the nurse was excused due to a holiday under Article VI, Section A (including a compensating day off given for one of those holidays), from hours that would otherwise have been worked.

Hours worked in determining eligibility for this differential will not include hours worked as a result of trades.

3. Hours worked as a result of being called into work while on a mandatory standby shift will be paid with the extra shift differential only when such hours exceed four (4) in the callback shift and will exceed thirty-six (36) hours in the week.
4. Regular part-time Registered nurses will qualify for incentive pay for hours above their FTE provided that such hours are part of an extra

shift of at least four (4) hours and that they have picked up responsibility for the shift within twenty-four (24) hours of the start of the shift.

5. Scheduled extra shifts. - After the scheduling plan sheet is processed, the unit manager will determine which vacant shifts will be offered as scheduled extra shifts. These scheduled extra shifts will be designated on the list of open shifts on the unit. Prior to the Posting of the Final Schedule, only open shifts designated as scheduled extra shifts will qualify for the extra shift incentive.
 - a. Prior to offering any extra shifts, the Medical Center may offer each volunteering resource nurse up to thirty-six (36) hours of work per week.
 - b. Each regular part-time and full-time qualified Registered nurse will be given preference for these shifts in order of the nurse's seniority, for up to two (2) extra shifts in the nurse's home unit during the schedule period, provided, however, that nurses indicating a willingness to float within their cluster will have priority over nurses who do not make themselves available to float. The order specified above will recur until all the open shifts have been assigned or there are no remaining requests for an open shift.
 - c. These shifts will be coded on the final posted schedule as scheduled extra shifts.
 - d. If a scheduled extra shift is canceled, and if standby is needed by the Medical Center, the nurse will be given the option to be on standby for the nurse's cluster.
 - e. Any Registered nurse scheduled to work an extra shift will receive at least two (2) hours' advance notice if the shift is to be canceled. This notice requirement will be deemed satisfied by a reasonable effort to notify the nurse by telephone not to report for work.

- f. If the foregoing notice provision is not satisfied, or if the Registered nurse is permitted to come to work without receiving any notice, the nurse is eligible to receive four (4) hours of pay in accordance with the provisions of Paragraph 1 herein.
- g. Registered nurses working scheduled extra shifts are subject to being called off, after four (4) hours of work, prior to any other nurse working a regular shift, subject to the particular needs of patients and continuity of patient care at the time of the call-off.
- h. Qualifications. - To qualify for working an extra shift, a Registered nurse must have the skill, ability and qualifications that meet the needs for the particular assignment. Nurses may be disqualified from working an extra shift for a period of six (6) months after receiving a corrective action.

Pyramiding. There shall be no pyramiding of time-and-one-half and/or double-time premiums under this Agreement. An hour for which such a premium is payable under a provision of this agreement will not be counted toward any other time and one-half or higher premium for that or any other hour. **Exception now exists for holiday pay.**

EP Lab Letter of Agreement

Oregon Nurses Association and Providence St. Vincent Medical Center agree that EP Lab Registered Nurses at Providence St. Vincent Medical Center ~~are will be~~ covered by the current collective bargaining agreement (CBA) between Providence St. Vincent Medical Center and the Oregon Nurses Association, under the following terms and conditions:

1. All articles, sections, and letters of agreement contained in the CBA ~~shall~~ apply to EP Lab Registered Nurses unless otherwise specified herein.
2. EP Lab nurses will maintain their current PTO accrual rates and access to the Short-Term Disability program under the terms and conditions in place as of ratification. The following sections of the ONA agreement are not applicable to EP Lab RNs: III-A, *Vacations*, III-B, *Paid Time Off*, IV-A, *Sick Leave*, IV-B, *Extended Illness Time*, VI, *Holidays*, and *Letter of Agreement Front Loading of Hours to RN PTO/Vacation Banks*. ~~In the event that, in response to the Oregon Paid Family Medical Leave Act (effective Jan. 1, 2023), the Medical Center modifies the Short-Term Disability benefit for non-represented caregivers, the parties agree to discuss whether to extend the modifications to EP Lab RNs, with the understanding that the no-strike clause of the CBA will remain in effect.~~ EP Lab nurses will have access to the enhanced Short-Term Disability program currently available for non-represented caregivers.
2. ~~Effective the second full pay period following ratification, EP Lab registered nurses will be placed at the wage rate contained in the attached roster.~~ The terms outlined in Appendix A will be applicable for step progression. The anniversary date for each EP Lab RN ~~will be~~ is the date of contract ratification for EP Lab RNs employed at that time.
3. The seniority date for each of the ~~existing~~ EP Lab RNs ~~is will be~~ the date of contract ratification, December 27, 2022, for all EP Lab RNs employed at that time. Notwithstanding the above, EP Lab vacation requests will be based on date of hire within the Medical Center EP Lab.
4. ~~Effective the second full pay period following ratification, EP Lab registered nurses employed as of the date of ratification or December 31, 2022, whichever comes first, will receive a ratification bonus of \$1,500, pro-rated based on FTE, subject to applicable withholdings. Regardless of FTE, no EP Lab RN will receive less than \$1,000.~~
- 5.4. For the purposes of article VIII, *Floating*, the EP Lab shall combine with the Cath Lab as a cluster. For the duration of this Letter of Agreement, floating within the EP Lab/Cath Lab cluster will be in accordance with the status quo (on volunteer basis).
- 6.5. The EP Lab shall not move to weekend or standby scheduling during the term of this agreement.

~~7.6.~~ Registered nurses required to sign up for or work mandatory overtime beyond their regularly scheduled shift duration will have such time treated as required scheduled standby and paid under the terms of Appendix A Section D-2.

~~8. EP Lab registered nurses, and Providence St. Vincent Medical Center shall initiate work on a nurse staffing plan for the unit no later than ninety days from ratification of this agreement.~~

The following agreement shall remain in effect until either party serves notification contained in Article XXV, *Duration and Termination*, of the collective bargaining agreement.

OREGON NURSES ASSOCIATION

By: _____
Joseph West, Labor Representative
Date: _____

PROVIDENCE ST. VINCENT MEDICAL CENTER

By: _____
Lori ~~Kintz~~Richards, Chief Human Resources Officer
Date: _____

DRAFT 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 respectful manner. To further that end, the parties agree that they may only share discussions, presentations and materials from the forum internally with their stakeholders, and will not do so publicly.

This agreement will remain in effect for three years and thereafter until such time as either party provides the other 90 days' written notice that the agreement will end. Both parties agree that no reason is required and neither party will comment on or characterize the other's termination of the agreement.

Signed and so agreed this ____ day of _____ 2025.

Providence Oregon

Oregon Nurses Association