

2019-2020 PWFMC/ONA CONTRACT PROPOSALS SUMMARY

ARTICLE	PROPOSAL	IMPACT
Term	May 18, 2017 through December 31, 2018 <u>2020</u>	Expiration December 31, 2020
3.5 – Charge Nurse	<p><u>Registered Nurse who has unit leadership duties, including patient assignments for nurses, bed planning, unit staff support, and staffing. The charge nurse is also responsible for reporting staff performance issues, operational problems, and care team concerns to the unit management/Nurse Supervisor. Charge nurses are not to be given a patient care assignment unless the unit staffing plan allows for it. If due to patient safety, staffing, or unit operation concerns a patient assignment for the charge nurse is under consideration, the patient care assignment is initiated by the on duty charge nurse. All charge nurses are required to be ACLS or PALS certified and certified in their nurse specialty within one (1) year of fulfilling the charge role.</u></p> <p><u>The core charge nurse role is a permanent position for which qualified nurses apply and interview. The core charge nurse is expected to perform additional duties per the job description, including committee work. When a core charge nurse steps down from the role, the position will be posted. In units where there are multiple core charge nurses, scheduling will result in minimal overlap of core charge shifts. Core charge nurses can be assigned to patient care when working as a result of being called in from standby or working an extra shift.</u></p> <p><u>The relief charge nurse works as the unit charge nurse when a core charge nurse is not scheduled.</u></p> <p>is specifically assigned by the Medical Center limited supervisory responsibilities (i.e., delegated authority to assign the work of other nurses in the unit, to monitor performance, and to report poor performance or rule violations to a supervisor), on either a temporary or permanent basis, for at least a full shift. A charge nurse shall be appointed by the Medical Center in the following factual situations:</p> <p>A. When an RN is working as the only RN on a nursing unit and</p>	<p>Follows current practice.</p> <p>Defines core and relief roles, ties core role to job description as set forth by the Medical Center. Allows for reimbursement for certification and ACLS or PALS (depending on what is more appropriate for the unit) for both core and relief by the Medical Center, also for time needed to committee work. Defines scheduling for charge nurses. Deleted 3.5 B, does not follow current practice/obsolete language. Charge nurses are not assigned in the moment by the Medical Center, there is required training and nurses are not assigned charge duties unless trained.</p>

	<p>shift where staffing patterns and practices dictate that there should be two or more RNs on that nursing unit and shift.</p> <p>B. When the Medical Center in its discretion assigns charge nurse status to a particular RN.</p>	
3.6 – Resource Nurse (NEW)	<p><u>Resource nurses support staffing needs, accommodate fluctuating patient volumes and acuity, and prevent diversion or delays in patient care or admissions. Resource nurses receive the same competency validation and are subject to the same training and education requirements as the nurses in the units on which they take an assignment or provide rest and meal break coverage. In an event that a unit does not have sufficient nursing staff to provide rest and meal breaks, resource nurses assist in providing rest and meal break coverage. Resource nurses may be assigned to work in all Medical Center departments with the exception of the Operating Room and Intra-Partum assignments. All skills being equal, resource nurses can bid for open shifts on an equal basis with all other unit nurses. Resource nurses are not eligible to participate in the Cross-Training Program. If there is no need in another unit, resource nurses are subject to MDO in rotation with the nurses working on the unit to which they are assigned.</u></p> <p><u>After ratification, all Resource Nurses who have worked at the Medical Center for over one (1) year will receive a one-time bonus of \$2,000 unless they have already received the bonus in the previous Memorandum of Agreement.</u></p>	<p>Integrates Float pool MOU into current contract.</p> <p>Uses same language from MOU, minus some of the intentionality language designed to describe intent for the program prior to its roll-out. Changes name to “Resource” instead of “Float Pool” in order to be congruent with how the nurses refer to these specialty nurses, also differentiates for units who have one of their own nurses “floating” on or off the unit.</p>
Article 8	<p><u>...to determine staffing requirements in accordance with the Oregon Nurse Staffing Laws; to determine...</u></p>	<p>Clarifying language to reflect current regulatory requirements</p>
10.2 – Use of Bulletin Board	<p>The Medical Center shall provide a bulletin board for the exclusive use of the Association and/or Registered Nurses to post notices concerning Association activity. Such notices shall be posted solely and exclusively on designated space equal to 2 feet by 2 feet on a bulletin board provided in the IV Therapy department and in each of the staff lounges located in Med/Surg, CAPU, Birthplace, Intensive</p>	<p>Reflects current unit make-up of the Medical Center and practice for bulletin posting.</p>

	Care, ER, Surgery, and Day Surgery, <u>and Resource Nurse break room.</u>	
ARTICLE 11	ARTICLE 11 - WAGES, <u>OVERTIME</u>, AND OTHER ECONOMIC ITEMS	Added “OVERTIME” to the title. Renamed for clarity and ease of navigation. Moved articles 14.4, 14.5, and 14.6 to Article 11—they have more to do with pay/compensation and less to do with scheduling.
11.3 – Standby Call Rates	Effective on the ratification date of this Agreement, nurses assigned to standby call shall receive \$4.20 <u>\$6.00</u> per hour for all hours spent on standby call. A nurse on standby call is expected to report to the Medical Center ready to work within 45 minutes (30 minutes in surgical services) of a call-in, except in unusual circumstances where safety needs prevent the nurse from meeting this time frame.	Economic proposal Unnecessary for surgical services to be held to different expectation for call back reporting timeframe
11.4 - Call-In Rates and Minimum Hours	Deleted extraneous hyphen at end of title	Grammatical/punctuation changes
11.4 B	Deleted comma between “shift” and “solely”	Grammatical/punctuation changes
11.4 C	Nurses on regularly scheduled standby call and nurses assigned to non-regularly scheduled standby call, who are called in to work, shall receive the premium rate of 1-1/2 times (two (2) times on the holidays specified in <u>this article Section 14.5</u>) their regular rate of pay for all hours worked after being called to work, including for unscheduled hours worked as assigned consecutive with the standby call period.	Deleted reference to article
11.4 E (NEW)	<u>Nurse may opt to have equivalent call back for overtime hours worked contributed to their PTO accrual in lieu of time and one half pay.</u>	Economic proposal. Intended to offset rate of PTO usage during times of heavy MDO burden
11.5 (old) – Monday Scheduling	Moved to Article 14.9 B, removed self referential designation	Has to do with scheduling, not with wages
11.7 (old 14.4) – Overtime	Moved from Article 14	Has to do with wages, not with scheduling. No changes to original language
11.8 (old 14.5) – Pay for	Moved from Article 14	Has to do with wages, not with

Holidays Worked	<p>Changed standard time to military time</p> <p><u>Surgical Services and nurses who work the evening shift (1500 - 0300) will have their holiday pay constitute hours worked on the actual holiday starting at 0600 until 0600 on the next day (0700 to 0700 on the next day for Endo call).</u></p> <p>The Medical Center will make good faith attempts to rotate holiday assignments, taking into consideration skill mix and unit and patient care needs, for regular and relief nurses in a given nursing unit.</p>	<p>scheduling.</p> <p>Military time is preferred for clarity</p> <p>Added old language from 2014-2016 contract for surgical services regarding holiday pay for surgical services. Included mid-shifter language to account for fairness.</p> <p>Holiday scheduling language to remain in article 14</p>
11.9 (old 14.6) – Double Shift Pay Rate	Moved from Article 14	Has to do with wages, not with scheduling. No changes to original language
11.10 (old 11.8) – No Pyramiding of Premiums	<p>B. If hours are paid double time rate under Section 14.6,</p> <p><u>Time paid for call back on a non-regularly scheduled standby call shift at the time and one-half premium (overtime rate) is not counted in the overtime premium calculation; call back pay is calculated independent of overtime hours.</u></p>	<p>Deletion of self-referential language</p> <p>Economic proposal. Significant displeasure from nurses, great deal of feedback on survey asking for separation of overtime pay and call back pay.</p>
11.11 (old 11.9) – Charge Nurse Differential	<p>All Charge nNurses shall receive \$3.10 <u>\$6.00</u> per hour premium. Such premium will be paid for all hours compensated to a eCore Charge Nurse, as designated by the Medical Center. Nurses who are assigned by the Medical Center the <u>Relief</u> Charge Nurse duties for a shift will be paid <u>the</u> a differential of \$2.25 only for the hours the Nurse is specifically assigned to be Charge Nurse.</p>	<p>Economic proposal.</p> <p>Duties of the charge nurses increase annually; the charge nurse on duty has the same responsibilities whether core or relief, the same differential reflects that expectation. Core charge nurses have higher expectation (oversight, committee work, etc.) therefore would retain the differential for all hours worked.</p> <p>Cleaned up for capitalizations/grammar</p>
11.12 (old 11.10) – Preceptor Differential	<p>When the Medical Center appoints an experienced RN as a preceptor the Medical Center will pay the nurse appointed as the preceptor a differential of \$2.10 <u>\$4.00</u> per hour.</p>	<p>Economic proposal. Responsibility of preceptors increase annually</p> <p>Deleted extraneous underscore at start of sentence.</p>

11.13 – Resuscitation Nurse Differential (NEW)	<u>A resuscitation nurse has completed the training and coursework to fulfill the role, which includes competencies for placing a UV line and a neonatal LMA. When the Medical Center appoints a resuscitation nurse, that nurse will be paid a differential of \$4.00 per hour for each hour assigned as the resuscitation nurse.</u>	Economic proposal. Differential to compensate for the specialty
11.14 – Resource Nurse Differential (NEW)	<u>Resource nurses will be paid a differential of \$8.00 per hour as compensation for the increased competency and education requirements to fulfill the role.</u>	Economic proposal. Differential to compensate for the specialty
Article 12	See proposals in Appendix C ARTICLE--12 – BASIC MEDICAL/DENTAL COVERAGE	Changes medical plan to be 100% employer paid. Deletion of hyphen in title
Article 13	Increase of 3% to current employer contribution	Economic proposal
Article 14	HOURS OF WORK AND OVERTIME <u>SCHEDULING</u>	Added “scheduling” to title to reflect article content, moved overtime to article 11
14.3 – Nurse Staffing (NEW)	<u>The Medical Center shall maintain the structure, duties, and role of the Staffing Effectiveness Committee. In doing so, the Staffing Effectiveness Committee ensures the Medical Center is in compliance with all ORS pertaining to nurse staffing, nurse staffing plans, and nurse staffing committee conduct. The Nurse Staffing Plan on each unit determines how the unit is to be staffed on any given shift. The charge nurse on duty on any given shift—in collaboration with the unit Nurse Manager and/or Associate Nurse Manager—will make staffing decisions in accordance with the unit Nurse Staffing Plan and account for acuity therein.</u>	Contract needs to reflect hospital-wide staffing practices.
14.5 (old 14.7) – Rest Periods	<u>Rest and Meal Periods</u> - A fifteen (15) minute paid rest period (“break”) will be taken by each Registered Nurse during each four (4) hour work period and one thirty (30) minute unpaid meal period (“break”) per each eight (8) hour work period. Consistent with ORS 653.077, nursing mothers may take one thirty (30) minute unpaid rest period during each four (4) hour work period for the purpose of the <u>expression of breast milk.</u>	Integrates grievance MOU and language from FAQ, as well as agreements made in NTF, made changes to original MOU/FAQ language for elimination of repetition, clarity of practice, and to build on current implementation. Changes from original language include consistency of “rest and meal period”

	<p><u>Rest and Meal Period Procedure:</u></p> <p>A. <u>When a unit is unable to maintain minimum staffing requirements during rest and meal periods per the unit staffing plan, unit resources are utilized first. Unit Charge Nurse, Associate Nurse Manager, Nurse Manager, Nurse Supervisor, and Resource Nurses are resources for facilitating and supporting rest and meal period coverage.</u></p> <p><u>1. ICU – The first line of rest and meal period coverage for the ICU is the Resource Nurse. In the absence of the Resource Nurse, when there is a nurse scheduled in excess of the nurse staffing plan requirements, the extra ICU nurse will be placed on standby or scheduled to come in to relieve for rest and meal periods. If there is not an excess nurse scheduled, a standby shift will be opened.</u></p> <p><u>2. Emergency Department - Standby shifts will be opened for a total of two 4-hour shifts per day (1100-1500 and 2200-0200) for the purpose of providing coverage for rest and meal periods. If additional rest and meal period coverage is required, the charge nurse will discuss the need with the ED Nurse Manager, ED Associate Nurse Manager, or Nurse Supervisor before calling for additional nursing staff.</u></p> <p><u>3. Medical/Surgical - The unit can call back a nurse on standby or schedule a nurse to come in to provide rest and meal period coverage per the Partial Day Low Census clause in Appendix B. If there is no extra nurse scheduled, the Charge Nurse or Resource nurse are utilized for rest and meal period coverage.</u></p> <p><u>4. Birth Place - The unit can call back a nurse on standby or schedule a nurse to come in to provide rest and meal period coverage per the Partial Day Low Census clause in Appendix B. The R-Nurse can be utilized for rest and meal period coverage if there is no extra nurse to come in for coverage or if</u></p>	<p>terms from BOLI, deletion of evening shift language, took out missed periods language (replaced by MOU language), and combination language (replaced/reworded later in proposal).</p> <p>Significant deletions from MOU include signing up for breaks—units are unable to be consistent with practice; redundant language regarding handover practice with care partner/breaks relief nurse designation--intent and implementation of break coverage captured throughout proposal without walkthrough on handover, removes problematic designation</p> <p>Added clauses for Surgical services, IV Therapy, and Resource nurses</p> <p>Added allowance for combining breaks in section 14.5 E to be congruent with current practice</p>
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not actively working in the R-nurse capacity. If there is no extra nurse scheduled, the Charge Nurse or Resource nurse are utilized for rest and meal period coverage.

5. CAPU - The unit can call back a nurse on standby or schedule a nurse to come in to provide rest and meal period coverage per the Partial Day Low Census clause in Appendix B. If there is no extra nurse scheduled, the Charge Nurse or Resource nurse are utilized for rest and meal period coverage.

6. Surgical Services - Nurses in surgical services (day surgery, operating room, and recovery room) take their rest and meal periods between cases or handover to another nurse on the unit who is between cases. Day surgery and recovery room nurses can utilize the Charge Nurse, Resource Nurse, and/or Nursing Supervisor for rest and meal periods if no nurse in the unit is available. Operating Room nurses can use the OR Float Nurse, Associate Nurse Manager, or Nurse Manager for rest and meal period coverage.

7. Resource Nurse - The Resource Nurses take their rest and meal periods between job duties if not assigned to a patient group. If working in a unit and assigned to a patient group, the Resource Nurse follows the rest and meal period procedure for that unit.

8. IV Therapy Nurse - When there are two IV Therapy Nurses scheduled, they provide rest and meal periods to each other. When there is only one IV Therapy Nurse scheduled, the Resource Nurse can provide coverage for immediate IV Therapy needs.

B. Nurses may accrue stay home hours both for hours on standby shifts and for hours spent providing required rest and meal period coverage.

C. If a Vocera is used on the unit, it will be handed off to the nurse providing rest and meal period coverage.

D. Nurses can combine a fifteen (15) minute rest period with their thirty (30) minute meal period, and/or combine two (2) fifteen (15) minute rest periods into one (1) thirty (30) minute rest period during any eight (8), ten (10), or twelve (12) hour shift length. No nurse may combine rest or meal periods that result in sixty (60) minutes off the floor.

E. Nurses are encouraged to take rest and meal periods in designated non-work areas in order to be fully relieved of their duties and rejuvenate.

F. If a nurse is unable to take their rest and/or meal periods, the nurse will alert the unit Charge Nurse in a timely manner that allows the nurse and Charge Nurse to get the nurse on a break within the required time frame.

G. All units document which nurse staff member provided rest and meal period coverage to each nurse staff member on duty in order to demonstrate appropriate coverage was provided. All nurses document missed rest and meal periods in order to demonstrate rationale; this is done on both unit-level documentation and in Kronos.

H. Unit Nurse Managers will monitor for missed rest and meal periods and follow up with nursing staff.

I. In order to better understand root causes for missed rest and meal periods, and develop an action plans to ensure rest and meal periods are received, Nurse Managers may meet with nurses who miss more than three (3) combined rest or meal periods in a pay period in order to provide support for getting their rest and meal periods. This process is not meant to be punitive. If the meeting appears to be leading to potential disciplinary action, the nurse will be alerted by the manager to allow for representation.

J. Data from missed rest and meal period reviews will be compiled monthly and shared with the nursing staff in order for nurses to participate in developing solutions to ensure consistent provision of rest and meal periods.

<p>14.7 (old 14.9) – Schedules</p>	<p><u>On each unit, nurse management shall work with at least one bargaining unit nurse on the unit to build schedule patterns in order to preserve transparency and collaboration between the Medical Center and the Association on scheduling practices.</u></p> <p>The Medical Center may, with the agreement of the nurse, schedule a nurse to work consecutive weekends. However, the Medical Center will not schedule a nurse to work consecutive weekends unless the nurse agrees to such a schedule. Regular full time and part time nurses will be scheduled prior to per diem/on-call nurses.</p>	<p>Follows current practice. Fosters collaboration between Nurse Mgmt and ONA Nurses, allows for check-and-balance process and scheduling transparency.</p> <p>Deleted weekend language, see new article 14.8</p>
<p>14.8 – Weekend Schedules (NEW)</p>	<p><u>For scheduling purposes, weekend hours start Friday at 1500 and stop Monday at 0700. Full-time nurses work every third weekend; however, the Medical Center can schedule full-time nurses, starting with nurses with the least seniority, to work every other weekend. Part-time nurses will work no more than every third weekend. The weekend obligation is met when two (2) shifts are scheduled during the weekend hours. All nurses may work more weekend shifts by request. The Medical Center will not schedule a nurse to work consecutive weekends unless the nurse agrees to such a schedule.</u></p>	<p>Defines practice for weekend scheduling to meet nurse work/life balance needs; incorporates former weekend language</p>
<p>14.9 (old 14.10) – Call Schedules</p>	<p>Call schedules in the <u>Recovery Room, Endoscopy, and the Operating Room</u> will continue to be prepared and electronically posted in the respective units. <u>For Recovery Room: a four week call schedule pattern is one (1) weekday night (1800-0730) every other week and one (1) weekend (Friday 2030 through Monday 0730). For Endoscopy: a four week call schedule pattern is one (1) weekday night (1430-0600 per week and one (1) weekend (Friday 1430 through Monday 0600). For the Operating Room: a four week call schedule pattern is one (1) weekday night (Monday through Thursday 2200-0700) every other week and two (2) weekend call shifts (Saturday or Sunday, 0700-1900 or 1900-0700, or a Friday 2200-0700) up to twenty-four (24) hours of weekend call.</u></p> <p><u>For all surgical services, weekend call schedules are built based on nurses making their preferences known to the scheduler fifteen (15) days prior to the posting deadline, taking into account PTO requests.</u></p>	<p>Split original article into first section and new subsection</p> <p>Incorporates details from Endo, OR, and Recovery call scheduling practices for transparency</p>

	<u>Call schedule requests that result in a conflict will be determined by seniority.</u>	
14.9 A (old 14.10 A)	The Medical Center will comply with ORS 441.166 and OAR 333-510-0130 (2015) with regard to rest between shifts. Nurses who work a call shift will be afforded an opportunity for adequate rest at a minimum of <u>ten (10) eight (8)-hours</u> before reporting to work for their next scheduled shift. In the event a nurse is not afforded adequate rest he/she may request not to work all or part of the next scheduled shift. The Medical Center will give such request serious and reasonable consideration in an attempt to accommodate the nurse's wishes. If <u>When</u> granted, the nurse may choose to use or not to use accrued PTO for the time off.	Compliance with ORS 441.166 in both 10 hour rule and rights of nurses to invoke 10-hour rest period
14.9 B (old article 11.5)	<u>RNs will not be scheduled for Monday work if they are regularly scheduled on call for the preceding Saturday and Sunday, provided the nurse submits a request to his/her manager per the scheduling deadline in accordance with Section 14.9. Mondays which are granted off in this manner will not be considered PTO and will not be considered one of the nurse's allotted scheduled unpaid time off days according to Taking Unpaid Time Off section Section 21.8a, unless requested by the nurse. The same provisions will apply to scheduling for Tuesday work if RNs are regularly scheduled on call for the preceding Saturday, Sunday, and Monday holiday.</u>	Previously Article 11.5. Deleted references to other article sections
14.9 C (NEW)	<u>Nurses assigned to call shifts of any length that are posted in addition to the standard call scheduling practice will receive \$20.00 per hour of call in addition to current standby rates for call shifts.</u>	Economic proposal to offset burden of extra call shifts when there are vacancies, LOAs, vacations, etc.
14.10 - Holiday Scheduling (NEW)	<u>On each unit, the nurses will make their preference known to the unit schedulers, for which holidays to work and which holidays to not work, by the scheduling deadline prior to the holiday (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas). Nurses who have worked or were placed on standby for a holiday will not have to be scheduled on or work that same holiday the next year, regardless if the nurse was scheduled either year, unless the nurse requests to work the holiday.</u>	Scheduling proposal. Reflects current practice and encompasses unit-specific practices
14.11 – Extra Work Procedures	A. <u>Before the schedule is posted (open scheduling period)</u> Prescheduled Hours	A. Changed for clarity 1. Changed for clarity and to capture

<p>A. Prescheduled Hours</p>	<p>1. All full and part-time RNs will first be scheduled for the number of hours <u>respective of their FTE in their schedule pattern.</u> for which they are regularly scheduled.</p> <p>2. The vacant or extra shifts will be posted electronically <u>and be made visible to all eligible nurses fifteen (15) days prior to the final posting deadline.</u></p> <p>3. Part-time and full-time RNs who want to work any of the vacant shifts must electronically submit a request to the scheduler, within 5 calendar days of open shifts becoming available</p> <p>4. Additional shifts will be granted as requested under 14.11A(3) according to the following order of priority:</p> <p>(a.) Qualified part-time <u>nurses</u> staff* will be granted extra shifts on their days off up to a total of 40 hours per week (or up to a total of 36 hours per week for a nurse regularly scheduled to work 12-hour shifts) (including regular scheduled hours).</p> <p>(b.) Qualified <u>per-diem nurses</u> on-call employees will be scheduled time up to 40 hours per week (or up to a total of 36 hours per week for a nurse regularly scheduled to work 12-hour shifts).</p> <p>(c.) Qualified full and part-time <u>nurses</u> staff* will be granted extra shifts (on their days off) beyond a total of 40 hours per week (or beyond a total of 36 hours per week for a nurse regularly scheduled to work 12-hour shifts). (Double shifts will not be granted in the above sequence unless the manager at his/her discretion determines there is a need for a more experienced nurse to complete the staffing roster. At each step, a good faith effort will be made to distribute extra shifts equally among those submitting requests.)</p>	<p>intent of the contract language.</p> <p>2. Clarifies current practice based on preexisting contract language.</p> <p>3. Delete comma between scheduler and within</p> <p>4. Took out reference to Article; a. Changed “staff” to nurses b. Changed “on call employees” to per-diem nurses c. Changed “staff” to nurses</p>
<p>14.11– Extra Work Procedures</p> <p>B. After the Schedule is Electronically Posted</p>	<p>B. After the Schedule is Electronically Posted Under Section 14.9</p> <p>1. Any vacant/extra shifts remaining in the schedule will be electronically posted.</p> <p>Article 16. Part-time and full-time RNs who want to work any of the vacant shifts must electronically submit a request for the specific shifts to the manager within 14 calendar days of</p>	<p>B. Took out reference to Article</p> <p>3. Took out reference to Article a. Changed “staff” to nurses b. Changed “on call employees” to per-diem nurses c. Changed “staff” to nurses</p>

	<p>the electronic posting.</p> <p>3. Shifts will be granted as requested under 14.11B(2) according to the following order of priority:</p> <p>(a.) Qualified part-time <u>staff nurses</u>* will be granted extra shifts on their days off up to a total of 40 hours per week (or up to a total of 36 hours per week for a nurse regularly scheduled to work 12-hour shifts) (including regular scheduled hours that have not been canceled).</p> <p>(b.) Qualified <u>per-diem nurses</u> on-call employees will be granted shifts.</p> <p>(c.) Qualified full and part-time <u>nurses staff</u>* will be granted extra shifts (on their days off) beyond a total of 40 hours per week (or beyond a total of 36 hours per week for a nurse regularly scheduled to work 12-hour shifts).</p> <p>(d.) Qualified full and part-time <u>nurses staff</u>* will be granted double shifts that result in double time.</p> <p>(e.) Agency or traveling personnel or Sharecare nurses will be utilized. At each step a good faith effort will be made to distribute extra shifts equally among those submitting requests.</p>	<p>d. Changed "staff" to nurses e. Took out language about good faith effort—this language is contradictory to the language preceding it.</p>
<p>14.11 – Extra Work Procedures</p> <p>C. Staff Availability</p>	<p><u>Nurse Staff Availability for same day sick calls last minute staffing changes.</u></p> <p><u>1. Nurses cancelled for a shift will be the first offered a shift of work if available in the day and shift cancelled.</u></p> <p>1. Staff Nurses may sign up for shift availability. The list of nurses who have signed up will be used to fill last minute vacancies, based on seniority. This list will be provided by request of the staff person responsible for making staffing decisions for the unit and shift by the Central Staffing Office.</p> <p>2. Seniority will be used to sort the initial availability calendar. After that, calls will be made in rotation with new name added to the bottom of the list.</p>	<p>C. Changed subtitle to reflect accurate application of contract language</p> <ol style="list-style-type: none"> 1. Formerly #4 2. Combined former #1 & #2 for seniority language and availability list, deleting old language no longer part of current practice 3. Clarifying language 4. Deletion of obsolete language 7. Deletion of obsolete language

	<p>3. Availability calendars will need to be completed for each electronically posted schedule.</p> <p>4. Nurses cancelled for a shift will be the first offered a shift of work if available in the day and shift cancelled.</p> <p>5. The availability list will be used before non-contract or per diem nurses are offered a shift of work, unless the shift results in double time for the available nurse.</p> <p>6. If the nurse is on several unit availability lists they will be given the preference of unit to work on if more than one is available.</p> <p>7. If a nurse is not available for a shift s/he has signed up for on the availability list, s/he will be moved to the bottom of the list. If a nurse works a shift that s/he signed up for utilizing the availability calendar, s/he will be moved to the bottom of the list.</p> <p>8. <u>7.</u> Management will determine the urgency of filling a shift of work and may contract with agency after making a reasonable effort to call through the availability list to ensure the safe delivery of patient care.</p>	
Article 16.1 – Professional Nursing Care Committee	The Association bargaining unit at the Medical Center shall select the members of the Professional Nursing Care Committee from bargaining unit employees. This committee shall have <u>a representative from each unit.</u> no more than seven (7) members.	Allows for all units to be represented, accounts for changing number of units depending on hospital unit make up
Article 16.3	...a copy of which shall be provided to the Chief Nurse Executive <u>by the next meeting</u> within five (5) working days after each meeting.	Follows current practice from other hospital-wide committees
Article 17.4 – Agreement	If after exploring alternatives, the task force reaches a solution that is acceptable to the task force, such solution will be implemented by the Medical Center <u>and communicated to impacted management and staff by both the Medical Center and Association.</u> Any agreed upon solution reached by the task force is not grievable, nor is the task force's failure to agree on a matter grievable.	Ensures agreements are communicated out to impacted staff (management and bargaining members)

Article 17.5 – Agenda and Minutes	<p>The task force will designate co-chairs (one Association member and one Hospital member) to prepare an agenda at least five (5) days before each meeting. Each co-chair will alternate chairing the meeting. A member of the task force shall be appointed on a rotating basis to take minutes, and will provide the minutes for each meeting within seven (7) days of the meeting. <u>The Medical Center and the Association will work together to put together an agenda. Minutes will be reviewed at the next meeting.</u> The minutes and information furnished by the Medical Center and the task force members in connection with <u>specific members or disciplinary actions</u> the functioning of the task force are confidential, and may be disclosed to other persons only by mutual agreement of the Medical Center and the Association.</p>	Follows current practice, edited for accuracy
Article 19.3 B	<p>The period of temporary filling of a vacancy shall not be considered in determining qualifications for such vacancy if it becomes a permanent vacancy under Section 19.3a. The Medical Center may assign a nurse temporary charge nurse responsibilities, without regard to the procedure in Section 19.3, pending the filling of the vacancy permanently, or in compliance with the recall provisions of Section 19.8</p>	Deletion of references to article subsections, also deletion of temporary charge nurse assignment--covered earlier in the article
Article 19.3 C 3	<p>In filling scheduled time as a result of an increase or decrease, the Medical Center may, as an alternative to Section 19.3a, post the vacancy in the involved unit.</p>	Deletion of reference to article
Article 19.3 C 5	<p>In either of these circumstances, the reclassification will occur in the following posted schedule period and the increased FTE awarded to the nurse will not be subject to the posting requirements of Section 19.3(A).</p>	Deletion of reference to article
Article 19.5 – Assignment in Lieu of Shift Cancellation	<p>The Medical Center may require any nurse hired after April 19, 2011 to work on another unit in a helping hands capacity if the nurse has at least five hundred (500) hours of continuous <u>six months if full-time or eight months if part-time</u> employment with the Medical Center as a nurse.</p>	Follows current practice
Article 19.5 H 2	<p>Nurses will generally work as helping hands <u>according to call off order in Appendix B on a rotational basis.</u> All nurses who float will be PMAB</p>	Follows current practice and helping hands algorithm.

	trained.													
Article 21 - Paid Time Off	Deletion of division of nurses by April 19, 2011 date	No discernible difference in definition of PTO for the nurses hired before or after April 19, 2011												
Article 21.2 - Paid Time Off (PTO) Accrual	Deletion of division of nurses by April 19, 2011 date	Removes separation of nurses hired before and after April 19, 2011 (this particular instance is unnecessary in the context of what it is referencing)												
Article 21.2 B (first occurrence)	<p>PTO hours can be used for a vacation, holiday, sickness, or any other reason desired, but may only be taken for hours on regularly scheduled shifts. PTO benefit hours accumulate on a hours paid basis. For every hour a nurse is paid, whether it is a regular work hour (including overtime), or a non-work paid hour such as bereavement leave, educational leave, or paid leave itself, the nurse accumulates PTO credit. However, there is no PTO accrual for pre-scheduled but not worked on-call time, or for PTO that is “ashed out” on termination. PTO benefit hours will also accumulate during the unpaid hours of a shift which has been canceled. Notwithstanding the prior provisions, a nurse will not accrue PTO on any hours above 2,080 per year.</p> <p>All full time and part time Nurses employed on or before April 19, 2011 will accrue PTO as follows:</p> <table border="1" data-bbox="457 1084 1381 1474"> <thead> <tr> <th>Continuous employment</th> <th>Accrual Rate</th> <th>Annual accrual based on 2,080 hours</th> <th>Maximum ac</th> </tr> </thead> <tbody> <tr> <td>Less than 5 years</td> <td>.09231 <u>.0963</u></td> <td>192</td> <td>288</td> </tr> <tr> <td>At least 5 but less than 10 years</td> <td>.10769 <u>.1155</u></td> <td>224</td> <td>348</td> </tr> </tbody> </table>	Continuous employment	Accrual Rate	Annual accrual based on 2,080 hours	Maximum ac	Less than 5 years	.09231 <u>.0963</u>	192	288	At least 5 but less than 10 years	.10769 <u>.1155</u>	224	348	<p>Period between “termination” and “PTO” to separate 4th and 5th sentence of first paragraph.</p> <p>Combines two PTO accrual tables, removes separation between nurses hired before and after April 19, 2011, also removes language referring to third parties and otherwise confusing designations in an effort to create unity and clarity. Removes no PTO accrual for nurses hired after April 19, 2011 for hours spent on call. Offsets MDO burden to allow all nurses to accrue PTO on standby hours</p>
Continuous employment	Accrual Rate	Annual accrual based on 2,080 hours	Maximum ac											
Less than 5 years	.09231 <u>.0963</u>	192	288											
At least 5 but less than 10 years	.10769 <u>.1155</u>	224	348											

At least 10 but less than 15	.12307 <u>.1308</u>	256	408
15 or more years	.13461 <u>.1347</u>	280	408

~~For nurses hired after April 19, 2011:~~

~~A. All full time and part time Nurses hired after April 19, 2011 will accrue PTO as follows:~~

Continuous employment	Accrual Rate	Annual accrual based on 2,080 hours	Maximum ac
Less than 5 years	.0924	192	288
At least 5 but less than 10 years	.1116	232	348
At least ten	.1308	272	408

~~B. A paid hour in subparagraph A above will include only hours directly compensated by the Medical Center, and mandatory days off, and will exclude standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a benefit eligible nurse. A paid hour includes hours taken as PTO and EIT. Notwithstanding the prior provision, a nurse will not accrue PTO on any hours above 2,080 per year.~~

Article 21.2 C

~~PTO Use.~~ Accrued PTO may be used in the pay period following completion of six (6) months of employment and then in or after the pay period following the pay period when accrued, except with respect to use on observed holidays as provided in below.

Deletion of unnecessary subtitle

Article 21.2 C 1	When a nurse is on a mandatory day off, by making the appropriate entry on the nurse's timecard	Obsolete language
Article 21.2 D	<p>Change in Status. A nurse's unused PTO account will be paid to the nurse in the following circumstances</p> <p>A nurse hired on or before April 19, 2011 may elect at any time that the provisions of 21.2, Section 2, will apply to him or her, and once elected shall apply to that nurse for the remainder of the nurse's employment with the Medical Center.</p>	<p>Deletion of unnecessary subtitle</p> <p>Removes language separating nurses by April 19, 2011 date of hire</p>
Article 21.3 - PTO Scheduling	Scheduled PTOs or unpaid time off shall be scheduled in accordance with the scheduling procedures in Section 14.9 . In case of illness, accident, or emergencies, PTO hours, or unpaid time off, may be taken without prior scheduling. Scheduled PTO hours or unpaid time off must be used in a block of at least eight (8) hours. Unscheduled PTO hours or unpaid time off (illness, accident, and personal emergencies, for example, emergency doctor appointment, family illness, or funeral) can be used in less than eight hour blocks. A nurse may utilize scheduled unpaid time off, rather than use PTOs, in accordance with <u>this article</u> Section 21.8 .	Effort to eliminate references to other articles
Article 21.4 – PTO Request Procedure	Should the Medical Center be unable to find adequate coverage for a nurse's requested scheduled PTOs or requested scheduled unpaid time off, a nurse's request for PTO hours or unpaid time off may be denied even though a nurse has given the required advance notice <u>of fifteen (15) days under Section 14.9. Nurses who request PTO greater than four (4) weeks in advance of the schedule posting deadline shall alert their scheduler and/or nurse manager via email notification.</u> A decision to <u>grant or deny</u> a request will be made <u>thirty (30) days after the request but no later than the third (3rd) day before the schedule's posting deadline, whichever is sooner.</u> <u>The response will be in writing.</u> Prior to the date the schedule is posted, the Medical Center will attempt to notify the nurse of the action on the request. If a request is granted for a block of PTOs of five (5) consecutive workdays or more, the nurse will not be scheduled to work during that	<p>Deleted "scheduled", PTO is not scheduled yet in the context of this clause</p> <p>Includes 15 day time frame language instead of reference to article—clarifies the intent</p> <p>Added language requiring nurses to alert management when requesting PTO in a certain time frame. Added language that requires the Medical Center to notify the denial or granting of a PTO request within 30 days of the request, or no later than 3 days before the posting date, whichever is sooner, in order to foster work/life balance; deleted vague language about</p>

	time period without the nurse's consent. Once approved and scheduled, a nurse's PTOs or unpaid time off shall not be unilaterally changed by the Medical Center. If more than one nurse in a unit asks for the same time off, and gives the required advance notice under the scheduling article, but the operational and staffing needs of the Medical Center will not allow all such nurses to take this time off, the nurse(s) with the longer continuous employment of any type by the Medical Center, commencing with the most recent date of hire, will be given preference; except as provided below with respect to certain "priority" requests...	notification Deleted random underscore Deleted "s" after PTO and quotations around priority—both unnecessary
Article 21.5 - PTO Priority Requests	When "priority" requests for a block of PTOs of five (5) seven consecutive calendar days or more are submitted to the Medical Center in writing at least four (4) months but not more than six (6) months in advance of the posting deadline for the schedule containing the beginning of such block, the relative length of continuous employment will not be relevant except as specified below in this section.	Deleted "s" after PTO and quotations around priority Reduce length of request to 5 days instead of 7; most nurses work 5 days or less in a row
Article 21.5 B	New lettered designation	For clarity. Not new language, separated requirement for requests to be emailed into its own line in order for the practice to be easier to find/see.
Article 21.5 C (old B)	A nurse will be eligible for this "priority" request procedure only if the nurse has, on the request date, sufficient PTO accrual to cover the requested time off, or is expected to have such accrual, based on the nurse's accrual level, when the requested time off would occur.	Deleted unnecessary quotes.
Article 21.5 D (old C)	The Medical Center will inform the nurse no later than one month after receiving the priority request whether the requested PTOs will be granted or denied. <u>If the priority request is denied, the nurse can resubmit a request within seven (7) days for a similar but different time frame and still have it be considered a priority request under this clause.</u>	Allows for nurses to work with management to adjust their request if it is denied Deleted "s" after PTO
Article 21.5 F (old E)	Nurses may not priority request the same holiday off in a two year cycle nor may they priority request the days between Christmas Eve	Deletion. Time frame between Christmas and New Years is not a holiday; spring

	and New Year's Day and/or the week of Spring Break.	break is not a holiday nor is it a set time
Article 21.6 – Holidays	Holidays and PTO for Surgical Services- In a <u>unit department</u> that is “closed” on a designated holiday (New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas) for routine patient care or elective cases, but may provide nursing care on an urgent or emergency basis, the following will apply:	Changed for clarity of practice and unit to which this article subsection applies, deleted unnecessary quotations
Article 21.6 C – Holidays	Part-time nurses will be scheduled for their normal number of scheduled hours in the holiday week, with the holiday considered as one of their regular days off, unless the nurse requests PTO for the holiday in accordance with 12.9, 16.2b, and 16.4.	Deletion of obsolete language and inaccurate references to articles (old numbering)
Article 21.8 – Taking Unpaid Time Off	Added “if.” <u>4. Insufficient PTO accrual at the time a priority request for time off has arrived due to use of PTO by the nurse to meet their FTE when placed on MDO.</u>	For clarity & readability Added to account for insufficient PTO from MDO and to allow for vacation requests
Article 21.10 – PTO Accrual and Shift Cancellation	An RN may occasionally have a shift canceled, or be requested to go home for part of a shift, due to lack of work. Sometimes the nurse may be requested to stay on an on-call basis at home. In such <u>When a nurse is shift cancellations or layoffs for cancelled for all or a portion of a shift, the RN will continue to accrue PTO and EIT hours for the canceled hours in the shift. He or she</u> <u>The nurse shall have the option of taking such canceled hours as unpaid time off or PTOs. If the nurse chooses to take these canceled hours of a shift as PTOs and is requested by the Medical Center to stay “on-call” for these hours as well, any PTO pay shall be in addition to on-call pay. This section applies to nurses employed on or before April 19, 2011 only.</u>	Deleted extraneous repetitive language, revised for clarity Deleted “s” after PTO and quotes around on-call—unnecessary Economic proposal. Significant deletion removes no PTO accrual for nurses hired after April 19, 2011 for hours spent on call.
Article 21.13 - <u>Extended Illness Time (EIT) Defined</u>	Another benefit of paid leave is the extended illness bank (EIT). EIT hours are intended to be used only in cases of disability due to extended illness or accident. Therefore, they can only be used after a nurse has been ill or disabled for twenty-four (24) consecutive working hours, for scheduled hours missed after said working hours; or earlier for scheduled hours missed from the first day of hospitalization;	Intended to offset MDO burden and allow nurses to retain PTO for vacations and access EIT that goes untouched. Allows nurses to access their EIT rather than PTO in case of illness. Currently nurses who have to use PTO to offset MDO are afraid to call out sick (package proposal).

	<p>including being in the Medical Center for day surgery. Nurses employed on or before April 19, 2011 who have 240 or more hours of EIT may use EIT hours for <u>any sick leave occurrence. illnesses of less than twenty-four (24) working hours following a waiting period of 24 consecutive scheduled working hours.</u> Nurses who were hired after April 19, 2011 who have accumulated over 240 EIT hours may use these hours for illnesses of less than twenty-four (24) consecutive working hours.</p> <p>The accrual and computation of pay conditions for EIT hours are the same as for PTOs (see Sections 21.2 and 21.11).</p>	<p>Deletion. If this language is in effect supposed to accomplish what the above proposal states, then it is difficult to apply correctly, given the unclear language and partnership with Sedgwick</p> <p>Deletion of reference to articles</p> <p>Deleted “s” after PTO—unnecessary</p>
Article 21.15 – EIT Use	Deletion of entire article	Captured in Article 21.13 proposal (package proposal)
Article 21.16 (old 21.17) - Cashout of PTO on Termination	Upon termination of employment, an RN shall be paid for all unused PTOs at the RN’s straight-time rate of pay, including premium pay when applicable, provided the RN is not within the first 90 days of continuous employment. An RN shall not be reimbursed for unused days in the Extended Illness Time.	Deleted “s” after PTO
Article 24.3 – Personnel File	A nurse may review the contents of his/her personnel file upon request, in accordance with ORS 652.750. A nurse will also be permitted to submit to his/her personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge. <u>Disciplines will be removed from employee files and not used for further progressive discipline after two years.</u>	Intended for fairness.
Article 26 - Modification	Subject to the reopener provision in Section 11.11 of this Agreement, a No provision or term of this Agreement may be amended, modified, changed, altered, or waived except by written document executed by the parties hereto. This written document, including any side letters of agreement, expresses the entire agreement between the parties.	Clarifying language, aim eliminate self references
Article 28 - Duration and Termination	This Agreement shall be effective from its date of ratification, except as specifically provided otherwise in the Agreement, and shall continue in full force and effect to and including December 31, 2018 <u>2020</u> and shall be automatically renewed from year to year thereafter	Contract expiration December 2020

	unless either party gives written notice by registered or certified mail to the other not less than ninety (90) days prior to the expiration date hereof or any anniversary expiration date that it desires to modify, change or amend this Agreement.	
Appendix A, Wages	<u>2019: 5%, 2020: 5%</u>	Proposed 5% increases each year of the contract
Appendix A, 13	<p><u>A nurse will be eligible for the 30-year step after completion of at least five (5) years at the 25-year step.</u></p> <p>Effective within two full pay periods beginning after ratification of this Agreement, nurses who have been continuously employed in a position in the bargaining unit for at least 30 years (based on seniority date) will be paid a one time lump sum bonus, as follows, on the pay period following completion of the 30th year:</p> <p>———— Full time nurses (as of the paydate): \$1,200 ———— Part time nurses (as of the paydate): \$750</p>	Economic proposal--step instead of bonus for 30 year (package proposal)
Appendix A, A – Shift Premiums	<p>Evening shift: \$2.45 <u>\$4.00</u></p> <p>Night shift: \$5.75 <u>\$7.00</u></p>	Economic proposal. Comparable and consistent with fair compensation for the work.
Appendix A, A 2	<p>Day 0700 to 1500 7 a.m. and 3 p.m.</p> <p>Evening 1500 to 2300 3 p.m. and 11 p.m.</p> <p>Night 2300 to 0700 11 p.m. and 7 a.m.</p> <p><u>Nurses will receive the shift differential for their scheduled shift in the event of mandatory or voluntary MDO hours.</u></p>	<p>Replaces standard with military time--promotes consistency and clarity</p> <p>Reinforce current language that shift differential pay is for scheduled hours.</p>
Appendix A, A 3	Shift premium, if any, for work when called in during a standby call shift will be determined from the scheduled hours of the standby call shift, on the same basis as C.2 above.	Eliminates reference to article (also incorrect)
Appendix A, A 4	A nurse who works daily overtime shall be paid shift premium, if any, for such overtime hours, according to the nurse's scheduled shift for that workday. However, if a nurse works four (4) or more hours of daily overtime in a workday, the applicable shift differential for such	Replacement of standard time with military time--promotes consistency and clarity

	daily overtime hours shall be the higher of (a) the shift differential of the nurse's scheduled shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be 0700 to 1500 7 a.m. to 3 p.m. , the evening shift 1500 to 2300 3 p.m. to 11 p.m. , and the night shift 2300- to 0700 11 p.m. to 7 a.m.				
Appendix A, A 5	Instead of C.2 through C.4 above, n Nurses who are called in to work, exclusively while on scheduled standby call shifts in OR, Endoscopy, or PACU or of more than 12 hours in duration in any other nursing unit, shall receive evening shift premium for hours worked between 1200noon and 220010:00 p.m. , and shall receive night shift premium for hours worked between 220010:00 p.m. and 07007:00 a.m.	Eliminates reference to article Replacement of standard time with military time--promotes consistency and clarity			
Appendix A, B – Certification Premiums	A nurse who meets the requirements of this section shall receive a \$2.40 <u>\$4.00</u> per hour certification differential.	Economic proposal. Comparable and consistent with fair compensation for the work.			
Appendix A, B – Certification Premiums	<u>Recovery (in addition to Peri-op Certification list)</u> <table border="1" data-bbox="457 836 1367 979"> <tr> <td><u>CCRN</u></td> <td><u>Critical Care Registered Nurse (Adult, Neonatal, and Pediatric Acute)</u></td> <td><u>American Association of Critical Care Nurses Certification Corporation</u></td> </tr> </table>	<u>CCRN</u>	<u>Critical Care Registered Nurse (Adult, Neonatal, and Pediatric Acute)</u>	<u>American Association of Critical Care Nurses Certification Corporation</u>	Added for Recovery nurses
<u>CCRN</u>	<u>Critical Care Registered Nurse (Adult, Neonatal, and Pediatric Acute)</u>	<u>American Association of Critical Care Nurses Certification Corporation</u>			
Appendix A, C (old D) – Weekend Premiums	For weekend work, the nurse will be paid a weekend differential of \$4.35 <u>\$3.00</u> per hour worked. This premium will not be paid for any unworked hours. Weekend work for purposes of this section is defined as work on a shift which begins on or after 1500 1745 (effective on ratification) on Friday but no later than 1559 on Sunday <u>0600 on Monday</u> . This section replaces all other weekend bonus provisions which may have been in existence before this section's effective date.	Economic proposal. Expanded range to correspond to weekend scheduling proposal in Article 14.			
Appendix A, D (old E) - Extra Shift Premium	A nurse will be paid a premium of \$15.00 <u>\$18.00</u> per hour for all hours worked in excess of the number of the nurse's regularly scheduled hours for the week, when such excess hours result from the nurse's working hours on an extra shift(s) of at least four (4) hours each in duration, (three and ½ hours if following the completion of the nurse's regular shift) at the request of the Medical Center.	Economic proposal.			

Appendix A, D 1 & 1c	In determining eligibility for this premium, "hours worked" will not include working as a result of trades.	Deletion of unnecessary quotation marks
Appendix A, D 2	Each nurse shall receive a written confirmation <u>when a shift is granted.</u> statement signed by the nurse director or staffing coordinator indicating what shift/hours will qualify for the extra shift premium.	Follows current practice
Appendix A, D 5	This section replaces all other bonus rates for working extra shifts which may have been in existence before this section's effective date.	Removes obsolete language
Appendix B	<u>DETERMINATION OF STAY HOME/ON CALL FOR MANDATORY DAY OFF (MDO) LOW CENSUS PROCEDURE</u>	Revised to use current/accurate language
Appendix B, A	The Charge or staff nurse determines who is scheduled <u>how many nursing staff members are needed</u> to work <u>on</u> the next shift in the department <u>unit based on the unit-level staffing plan.</u> B. _____ If there are more nurses scheduled than are needed, the charge or staff nurse will check the stay home chart for the most recent on call/stay home/or accumulated hours totaling a full shift. The Charge <u>nurse or staff nurse</u> will then determines <u>who will stay home/be on call</u> using the following sequence:	Incorporates language from Helping Hands algorithm (step 1). Deletes old/obsolete language. Added language for clarity
Appendix B, A 1	Non-guaranteed <u>per diem</u> Agency nurses, unless Medical Center determines in specific situations that it is in the best interest of patient care to use B below ahead of A.	Clarified definition, deleted old language
Appendix B, A 3	Volunteer request to stay home or be placed on call. Lists of requested voluntary <u>stay home</u> Low Census are maintained electronically indicating Low Census , and the nurse must designate his or her preference related to Standby at the time the nurse places his or her name on the list. Such preference will be considered by the Medical Center in determining which nurse will be given <u>a voluntary day off</u> the Low Census , based on the determination as to the standby needs for the department (e.g., with or without standby). Where multiple requests are received for the same status of voluntary <u>day off</u>	Clarified using current language to reflect accurate terms and practice, deletes obsolete language

	<p>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, provided that a nurse on the same department is qualified to perform the work of the nurse given the time off.</p> <p>(a.) —The parties acknowledge that the Medical Center will make its best effort to select accurately among volunteers for <u>stay home/low census</u>. The parties agree, however, that no grievance may be filed about disputes between two or more volunteers for <u>stay home/low census</u>.</p> <p>(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.</p>	
Appendix B, A 4	<p>Guaranteed agency nurses, including traveler nurses. <u>Travelers who have already been called off once in a pay period can work on their assigned unit in addition to the home staff determined by call off order and census; a traveler cannot displace home staff. Staffing for a unit should be made without counting the traveler who has already been called off once in a pay period in the mix.</u></p>	Incorporates language from Helping Hands algorithm (step 2)
Appendix B, A 5	Per Diem <u>nurses staff</u>	Changed for accuracy
Appendix B, A 6	<u>Part time nurses who are working above their FTE.</u>	Follows current call off order practice
Appendix B, A 7	Part time/full time <u>nurses staff</u> on the posted schedule with the least recent stay home/standby/or accumulated hours totaling a full shift (including credit for mandatory floating).	Changed for accuracy
Appendix B, B	Situations that will alter the <u>order of shift cancellation assignment of Voluntary and Mandatory Low Census</u> are:	Clarifies with accurate language pertaining to practice
Appendix B, B 1	<p><u>1. The unit requires a nurse with specialty training per the unit staffing plan and/or operational requirement, such as a charge nurse, preceptor who has a nursing student or new hire, resuscitation nurse, or other specialty nurse.</u></p> <p>(a.) The nurse's qualifications may not meet the needs of an area.</p>	Clarifies specialty nurse language, includes, deletion of unclear designation of "specialty" nurse, numbered instead of lettered

	<p>Example: Charge nurse required, new graduate available. Special care nurse needed, staff nurse available.</p>	
<p>Appendix B, B 2</p>	<p>(b.) The nurse whose turn it is to be off is already on an assigned day off.</p> <p><u>2. The nurse has already been placed on a mandatory day off in the current four-week scheduling period. Nurses shall not be placed on mandatory day off for more than one shift in a four-week scheduling period. If the nurse per stay home dates is to be placed on MDO but has already been placed on MDO during the current four-week scheduling period, the nurse shall work and the nurse with the next least recent stay home and has not been placed on MDO in the current four-week scheduling period shall be placed on stay home/standby. If all the nurses on a given unit have been placed on MDO during the current four-week scheduling period, no nurse from that unit will be on stay home/standby for the shift.</u></p>	<p>Deletion of unclear language, numbered instead of lettered</p> <p>Introduces MDO cap</p>
<p>Appendix B, B 3</p>	<p><u>3. If a Helping Hands nurse is needed in another unit. The charge nurse making the staffing determination follows this decision algorithm:</u></p> <p><u>BEFORE SHIFT START:</u></p> <p><u>a. If at first determination, according to call off order, there is a mandatory helping hands nurse in the group of all the nurses across units subject to MDO, the mandatory helping hands nurse with the most recent stay home date is to work as helping hands.</u></p> <p><u>b. If none of the nurses being put on standby/stayhome are mandatory helping hands, then the mandatory helping hands nurse with most recent stay home date from all nurses across units scheduled for the shift will work as helping hands in the unit in need. The charge nurse then reapplies the call off order for the unit needs.</u></p> <p><u>AFTER SHIFT START:</u></p> <p><u>c. If the charge nurse determines the unit is over-staffed and needs to send staff home, the charge nurse will ask for volunteers to go as helping hands to another unit (if another unit is in need). If</u></p>	<p>Incorporates language from Helping Hands algorithm (step 3 and additional instruction)</p> <p>Changes/edits to original for readability/clarity, numbering/lettering order in effort to delineate subsections</p>

there are no volunteers, then the charge nurse will send the next mandatory helping hands nurse to be on standby/stay home per stay home dates, ensuring that patient safety and continuity of care is maintained.

d. If the charge nurse is not flexing down, the charge nurse calls in the helping hands nurse in this order:

1. Mandatory helping hands nurse with most recent stay home date.

2. If there are no mandatory helping hands nurses on standby, a non-mandatory nurse can be called in to replace a mandatory helping hands nurse already on the floor who can then go to the unit in need.

3. Per diem nurse

ADDITIONAL INFORMATION FOR DETERMINING HELPING HANDS:

- A. A non-mandatory helping hands nurse can be skipped over so that a mandatory helping hands nurse can go as helping hands to another unit. This can be done because the non-mandatory nurse, while it is their turn to work first, has opted out of the fulfilling the need (helping hands in another unit), and so the mandatory helping hands nurse with the most recent stay home date can work as helping hands in another unit.
- B. Cross-trained nurses can be called and asked if they are willing to work in their cross-trained unit outside of the call off-order (per Cross-Training MOU) and on days they are not scheduled (after calls have been made to home unit nurses).
- C. No nurse shall be utilized as helping hands on another unit until the end of the three months following orientation (either as new hire or new to specialty).
- D. If a mandatory helping hands nurse has signed up for an extra shift, that nurse has the option to decline working as helping hands on another unit. If the nurse declines, that nurse will then take call/stay home for their own unit. When a unit needs a helping hands nurse and there are multiple units with nurses available, consideration for skill mix and prevention of divert for

	<u>any unit will be used in the selection of the nurse who will work as helping hands.</u>	
Appendix B, C	At Medical Center's discretion, Medical Center may place a nurse on standby (either full or partial shift) or on stay home without being on standby. A nurse may be placed by the Medical Center <u>When there is low census and a nurse is subject to MDO, then in one of the following</u> two <u>three (3) categories will apply:</u>	Revised for clarity of current practice and use of terms/language
Appendix B, C 1	Stay home <u>Full Low Census. This means that the</u> <u>The</u> nurse is not obligated to the Medical Center for that shift.	Revised for clarity of current practice and use of terms/language
Appendix B, C 2	<u>Standby/On call. The nurse is obligated to report to work within 45 minutes when called in.</u>	New language for clarity of current practice
Appendix B, C 3	32. Partial Day Low Census (with one of the two options below). If a <u>The</u> nurse is assigned to partial day of low census under either (i) (with standby) or (ii) (without standby) and is scheduled to report to work for the last four (4) hours of a 12-hour shift (or any portion of such last four hours), the nurse will paid time one and one half (1 ½) times the nurse's regular hourly rate for hours worked during such four-hour period. <u>a portion of the scheduled shift.</u>	Revised for clarity of application and practice
Appendix B, C 3 a	(a.) With Standby. 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. <u>If the nurse is called in during the standby portion of the shift, the nurse shall received call back pay for all hours worked as a result of being called in.</u>	Revised for clarity of application and practice
Appendix B, C 3 b	(b.) 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. When a nurse believes he/she has been instructed to stay home incorrectly, he/she will question the decision. The Charge/ staff nurse	Revised for clarity of application and practice

	will double check the stay home <u>book to ensure the correct documentation of the current stay home dates. If there is a discrepancy, the Charge nurse will chart and if necessary consult with a manager/supervisor before making a final decision.</u>	
Appendix B, Additional Information A	Each department will continue to maintain a stay home chart based on the department's nurses' seniority order.	Not accurate, deletion for current practice
Appendix B, Additional Information C	Partial-shift <u>stay home/low census hours can be accumulated towards a full-shift stay home (depending on the length of the nurse's schedule).</u> Hours will be noted on the department's stay home book log. When those hours add up to the length of the nurse's <u>regularly scheduled shifts schedule,</u> the nurse will be credited with a stay home day. Hours <u>accumulated in excess of the nurse's regular shift length</u> are carried over to the next month. A nurse who is required to float to a different department will receive a credit for <u>100</u> 50% of the hours in which the nurse was floated as stay home time. Each nurse is responsible for keeping track of his or her float hours and for verifying the accuracy of the same on the stay home <u>book chart.</u>	Reflects current language and practice, incorporates overlooked edit from last negotiation
Appendix B, Additional Information D	Being on standby is the same as a stay home day if the nurse is not called in. If called in, hours not worked are <u>documented as stay home hours</u> noted on the stay home log as described in #1 above.	Revised for clarity
Appendix C Health Insurance and ChooseWell	See proposal documents	Propose all premiums as free of cost to employee and eliminate earned portion of the healthcare incentive program
Staffing MOU	Deleted	No longer relevant
Float Pool MOU	Deleted	Incorporated into contract as Article 3.7
HMO Option (NEW)	<u>MEMORANDUM OF UNDERSTANDING REGARDING 2019 HEALTH INSURANCE OPTION</u> <u>The Medical Center agrees to offer nurses an HMO-like plan that limits benefits to care provided by in-network providers. The exclusive</u>	Adds a new healthcare option. Based on PSVMC agreement.

provider organization (EPO) network for the HMO-like medical plan will be made up of Providence Health & Services facilities and Providence Medical Group as well as other partner organizations. The Medical Center agrees that the HMO-like plan will have features similar to those outlined below. The HMO-like plan will require that care be provided by an EPO network to be defined by the employer. It will be necessary for plan participants to select a primary care provider (PCP) from a list of participating providers and the PCP will help manage patient care. The HMO-like plan will include an annual deductible not to exceed \$300 per individual / \$900 per family per year. The deductible will not apply to physician office visits, but rather the cost to the member will be a fixed dollar copay per visit. The HMO-like plan will have physician office visit member copays not to exceed \$20 per PCP visit and \$40 per specialist visit (note: additional services provided in conjunction with the visit may be subject to other charges). All medical care other than provider office visits will be subject to the annual deductible, and will require that the member pay a coinsurance percentage of the allowed cost of the services not to exceed 20%. Nurses will be offered a prescription drug benefit that requires the use of preferred (Tier I) network pharmacies, which currently include all Providence and Walgreens retail pharmacies. The member cost will not exceed a \$10 copay for generic and approved preventive care prescriptions provided for up to a 30 day supply (retail). Nurses will be responsible for a percentage of the cost (coinsurance) not to exceed 20% for formulary brand drugs or 40% for non-formulary brand and specialty drugs. The most that the nurse will be charged for any single covered retail prescription cost will not exceed \$200. The member amount required for a 90-day supply or mail order copay will not exceed 3 times that of the retail copay. The most a nurse will have to pay in deductibles, copayments or coinsurance amounts will be limited. This annual out-of-pocket maximum (OOPM) (which includes the cost of the deductible) will encompass both medical and prescription drug benefits. The OOPM will not exceed \$2,500 per individual / \$7,500 per family. Premium contributions will be driven by cost difference between this new HMO-like plan and the HRA Medical Plan. The premium contribution will be based on twenty-four pay periods for the year.

<p>6/2 Scheduling - NEW</p>	<p style="text-align: center;"><u>Memorandum of Understanding Regarding Special 6/2 Scheduling Program for Night Shift RN's</u></p> <p><u>Benefit-earning Registered Nurses may, on an individual basis, agree to work 6 pay periods of pre-determined night shifts with the consent of the manager/employer, and have 2 paid consecutive pay periods off work. A pay period is a 2-week period corresponding to the payroll pay periods of the hospital. It is expected that the employee will do at least three (3) 6/2 cycles as part of this agreement.</u></p> <p><u>1. Work Schedules: This schedule shall be offered for night shift RN staff working 0.8 FTE or higher. The specific 6/2 cycle will be agreed upon in advance by the employee and the employer depending on the number of allocated 6/2 cycle shifts available for a particular unit.</u></p> <p><u>2. PTO Accrual: Under this schedule, the employee will not accrue PTO (as they will receive 2 paid pay periods off for every 6/2 cycle). Nurses who begin this schedule with a PTO balance will not be cashed out, but may use PTO if flexed off due to low census, for sick days or for an approved PTO or holiday off.</u></p> <p><u>3. EIT Accrual: Under this schedule, the benefit-earning nurse will accrue EIT during the time worked, but not during the time off.</u></p> <p><u>4. Benefits: Benefits will continue during the time off with applicable benefit dollars paid/deducted during the full 6/2 scheduling period. The 6/2 Adjustment pay will contribute towards retirement benefits but not vesting hours credit.</u></p> <p><u>5. 6/2 Adjustment Pay: During the 2 pay periods that the employee has off, the employee will receive two 6/2 adjustment payments equal</u></p>	<p>Creates new 6/2 scheduling program for night shift nurses based on Providence St. Joseph Medical Center in San Fernando Service Area</p>
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	<p><u>to the following formula:</u></p> <p><u>Number of regular productive hours (based on FTE status) during the 6 pay periods worked times the employee's regular premium pay rate (e.g. a full-time 12 hour nurse would receive 72 hours pay each pay period unless sick time penalty applies-see next page). Shift differential is not included. This calculated amount will be paid as a 6/2 adjustment check and is not considered productive hours worked.</u></p> <p><u>6. Unscheduled Absence: If, during the 6-pay period working part of this schedule, the nurse has 2 occurrences of unscheduled absence (or 4 or more missed shifts), the 6/2 adjustment check will be reduced by 20%. If the employee has 3 occurrences of unscheduled absence (8d/or 6 or more missed shifts), the 6/2 adjustment check will be reduced by 30%, and the employer may discontinue this schedule. If the employee is on a leave of absence for more than 21 calendar days, the two adjustment checks will be reduced by 40% and/or they may need to be removed from the 6/2 schedule and placed on a regular work schedule. A leave of absence greater than 35 calendar days during the working portion of the cycle may result in the employee being taken off the 6/2 plan. The employee will be eligible to work.</u></p> <p><u>7. Experience: RN's must have at least 12 full months experience as a nurse in acute care and/or in their specialty to be eligible for this program, Participation in this program is voluntary. Should any employee decide at the end of their commitment to transfer out of this program, transfers will be based on available vacant positions at the time of transfer. Returning to positions held prior to this program is not guaranteed and therefore subject to availability. The employer retains the right to revert back to the schedule which was in effect immediately prior to the innovative schedule at the end of the 8 pay period cycle, with at least 30 days advance notice to the nurse.</u></p>	
Retirement transition		Allows nurses to transition to retirement

plan (NEW)

**MEMORANDUM OF UNDERSTANDING REGARDING
RETIREMENT TRANSITION PROGRAM, (RTP)**

Any nurse covered under the existing labor agreement, who has reached age fifty-five (55), and who has a total of fifteen (15) years of nursing experience, at least ten (10) of which have been in the employ of the Hospital, may apply for employment as an RTP employee. Represented employees shall remain a part of the bargaining unit and must maintain their membership or other reimbursement arrangement with the Union, on the same basis as prior to participation in the RTP program. All provisions of the labor agreement will continue to apply to these employees, except as specifically stated below:

a. Appointment: The employee shall submit written application to the director or manager for whom the nurse wishes to work no less than 30 calendar days in advance, unless mutually agreeable by the nurse and their manager. A nurse shall not be accepted to this program if the nurse is on a final disciplinary notice, or a documented pattern of multiple verbal and/or written warnings within the last two (2) years. The Medical Center's decision to accept a nurse to the program shall not be subject to the grievance process unless the decision was arbitrary or capricious; otherwise the nurse may appeal the decision to the Labor Management Committee for review.

b. Following acceptance, the nurse and the manager shall specify any special schedules or other conditions that will apply. Such specifications must be mutually agreed and documented in writing with the signature of both the manager and the nurse. Such special conditions may be revised by mutual agreement of the parties. All such agreements must be copied to the Association by the Hospital no later than seven (7) calendar days from the effective date.

c. Requirements: Nurses in RTP must maintain all appropriate licenses, meet Hospital mandatory education requirements, and work at least the minimum number of hours required to meet State requirements and to maintain annual clinical competency in the unit(s)

to which they normally work. All nurses in this program will receive an annual evaluation by the manager by whom they were appointed and/or for whom they usually work. An overall rating of "meets expectations" is required to continue in the program. A final written warning or a documented pattern of multiple verbal and/or written warnings within the last twelve (12) months may be grounds to discontinue eligibility for the program. The Medical Center's decision to remove a nurse from the program shall not be subject to the grievance process unless the decision was arbitrary or capricious; otherwise the nurse may appeal the decision to the Labor Management Committee for review.

d. The Medical Center's decision to continue a nurse to the program shall not be subject to the grievance process unless the decision was arbitrary or capricious.

e. Hours of Work: RTP nurses are not required to have a regular schedule, but may do so by mutual agreement and are not required to meet Casual Part Time minimum requirements for scheduling. They may be requested to work any number of hours up to, but not exceeding, the regular shift hours in operation for their appointed department, and in no such case shall an RTP nurse fulfill hours that could otherwise be posted as an FTE/position. Examples of work may include coverage for meetings, meal relief or other short-term assignments, or coverage of a temporary absence. Payment shall be for all hours actually worked.

f. Training Costs: The Hospital will pay for any meetings, classes or trainings which are required for RTP nurses. The Hospital will not pay for any additional, non-mandatory or specialized certification or training not routinely provided for other nurses.

g. Wages: Nurses in this Program shall be paid at the grade and step the nurse held when they entered the program or wage as last employed by the Medical Center. Annual pay adjustments shall reflect changes in the pay plan implemented under the labor agreement, and RTP nurses shall be frozen in the step scale at the time in which they

	<p><u>entered the program.</u></p> <p><u>h. Benefits: RTP positions are not benefit eligible with respect to Paid Leaves, vacation PTO and Health and Welfare benefits. RTP nurses shall be eligible for any additional compensation in lieu of benefits, Oregon Sick leave, and any other benefits allowed by Medical Center policy or any law.</u></p> <p><u>i. Exceptions to the above stated requirements for appointment, and continuation of the program, may be presented to the Labor Management Committee, and an exception may be granted by mutual agreement between The Medical Center and The Association.</u></p>	
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