

## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER, Oregon City, Oregon, hereinafter referred to as the "Medical Center" and the OREGON NURSES ASSOCIATION, hereinafter referred to as the "Association."

### **ARTICLE 1 - PREAMBLE**

The purpose of this Agreement is to formalize the working relationship between the Medical Center and its Registered Nurse employees who are members of the bargaining unit represented by the Association. This Agreement will set forth the wages, hours, and working conditions applicable to represented Registered Nurses. The Medical Center and the Association each desire to establish and maintain harmonious relations through the negotiation of equitable employment conditions for Registered Nurses, and through the recognition by the Association of the Medical Center's management rights, to the common end and objective of achieving superior patient care.

### **ARTICLE 2 - RECOGNITION**

The Medical Center recognizes the Association as the sole collective bargaining representative for all employees in the following unit: "All regular part-time and regular full-time registered nurses, including Charge nurses, of the Employer employed at its Medical Center located at 15th and Division, Oregon City, Oregon, excluding regular part-time and full-time directors of nursing, head nurses, PSRO coordinators, clinical coordinators, education directors, central supply supervisors, shift supervisors, on-call Registered Nurses, CRNAs, office clerical employees, guards, and supervisors as defined in the Act."

### **ARTICLE 3 - DEFINITIONS OF TERMS**

The following definitions shall apply in this Agreement:

- 3.1 Nurse, RN and Registered Nurse** - A Registered Nurse currently licensed to practice professional nursing in the state of Oregon who is a member of the bargaining unit represented by the Association.
- 3.2 Full-Time Registered Nurse** - A Registered Nurse who is regularly scheduled to work a forty (40) hour week (thirty-six (36) hours for Nurses regularly scheduled to work 12-hour shifts).
- 3.3 Part-Time Nurse** - A Registered Nurse who is regularly scheduled to work less than forty (40) hours per week (less than thirty-six (36) hours for Nurses regularly scheduled to work 12-hour shifts) but at least twenty-four (24) hours per week, and who is designated by the Medical Center as a "part-time" Registered Nurse.
- 3.4 Introductory Nurse** - A full-time or part-time Registered Nurse who has been

employed by the Medical Center less than ninety (90) calendar days. The introductory period may be extended by the Medical Center for an additional thirty (30) (sixty (60) for recent nursing school graduates) calendar days by written notice to the nurse and the Association.

**3.5 Charge Nurse** - Registered Nurse who in collaboration with unit manager and Nurse Supervisor, has unit leadership duties, including patient assignments for nurses/bed planning, staffing, and who assist in patient care. The charge nurse is also responsible for mentoring staff, and reporting performance issues, operational problems, and care team concerns to the unit management/Nurse Supervisor.

The core charge nurse role is a 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. In units where there are multiple core charge nurses, scheduling will result in minimal overlap of core charge shifts.

**3.6 Resource Nurse** – Resource nurses support staffing needs, accommodate fluctuating patient volumes and acuity, and help prevent diversion or delays in patient care or admissions. Resource nurses may 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. 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.

Full- and part-time Resource Nurses who completed orientation in 2018 and 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.

**Deleted:** who 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:

**Deleted:** A. ~~When an RN is working as the only RN on a nursing unit and shift where staffing patterns and practices dictate that there should be two or more RNs on that nursing unit and shift.~~  
B. ~~When the Medical Center in its discretion assigns charge nurse status to a particular RN.~~

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## ARTICLE 4 - ASSOCIATION MEMBERSHIP & ASSISTANCE

**4.1 Professional Responsibility** - A nurse has a high degree of professional responsibility to the patient. Registered Nurses at the Medical Center are encouraged to engage in activities which help to define and upgrade standards of nursing practice, which may include participation and membership in the Association.

**4.2 Membership or Fair Share** - Nurses in the bargaining unit who are members of the Association or who are making dues payments in lieu of membership ("fair share" payments) as of the effective date of this Agreement shall continue to maintain such membership in the Association, or make such fair share payments, for the life of this Agreement, as a condition of continued employment at the Medical Center. Nurses who, as of the effective date of this Agreement, have exercised their option not to become members in the Association nor to pay fair share dues to the Association in lieu of membership shall be entitled to maintain this status for the life of this Agreement. Nurses newly employed in the bargaining unit during the term of this Agreement shall be

entitled to select, within the first thirty (30) calendar days of employment within the bargaining unit, either to 1) become members of the Association; or 2) pay fair share dues to the Association in lieu of membership, as a condition of continued employment at the Medical Center.

**4.3 Administration of Dues Obligation** - Except for those employees who are exempt from such obligation as stated in Section 4.2, above, all nurses in the bargaining unit must pay membership dues or make fair share payments to the Association as a condition of continued employment with the Medical Center. The Association shall give any nurse who is in arrears in membership or fair share payments thirty (30) days' written notice of such fact by registered or certified mail, copy to the Nurse Executive, and the affected nurse shall be given the opportunity during such period to make all back due payments without penalty.

**4.4 Refusal to Pay Dues** - Nurses in the unit who are obligated under this agreement to make, but who refuse after such thirty (30) days' notice to make, membership or fair share payments to the Association, shall be terminated by the Medical Center, or shall be allowed to resign with proper notice to the Medical Center.

**4.5 Religious Convictions** - Notwithstanding any provision of this Article to the contrary, any Registered Nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who is otherwise obligated under Section 4.2, above, to pay membership dues or make fair share payments to the Association, shall not be required to join the Association or to make fair share payments in lieu of membership during the term of this Agreement as a condition of employment; provided that such a nurse will be required to pay sums equal to such fair share payments to a nonreligious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Registered Nurses making contributions under this section shall provide receipts of charitable contributions to the Association upon request. The Association will provide the Medical Center with copies of this Agreement which the Medical Center will provide to newly employed nurses at the time of hire or upon their acceptance of a bargaining unit position.

**4.7 Dues Deductions** - The Medical Center will deduct Association membership dues or fair share payments from the wages of each Registered Nurse who authorizes such deductions in writing. Payments to the Association by a Registered Nurse on other than a monthly basis (for example, quarterly, or an annual lump-sum basis, and so forth) may be arranged by an individual Registered Nurse and the Association, but in such event the Medical Center shall have no obligation to deduct such sums from the wages of the Registered Nurse. Authorized deductions of dues shall be remitted by the Medical Center to the Association in a lump sum on a monthly basis. The Medical Center shall continue to make such deductions during the term of this Agreement until such time as the nurse authorizing such deductions revokes her authorization in writing.

**4.8 Information to the Association** - Each month, the Medical Center will provide the Association with a complete list of all Registered Nurses, including name, date of

hire, RN license number, job classification, shift, unit or department, FTE status and wage rate, and will indicate any nurses who have been added to the bargaining unit or whose employment has terminated during the month. The Medical Center will also include the mailing address and phone number of the Registered Nurse, provided that the Medical Center shall be under no duty to provide such address or phone number if an individual Registered Nurse directs the Medical Center not to provide this information to the Association. The Medical Center will discuss with the Association during Task Force, upon request, any new non-bargaining unit positions for which an RN license is required or preferred.

**4.9 Indemnification** - The Association shall indemnify the Medical Center and hold it harmless against any and all suits, claims, demands or liabilities that shall arise out of or by reason of any action that shall be taken by the Medical Center for the purpose of complying with Sections 4.2 through 4.6 and 4.8 of this Agreement.

**4.10 Association Assistance** - In the application and administration of this Article, the Medical Center shall, at all times, have the right to call upon the Association for assistance and joint interpretation or discussion of any problem which affects a nurse or a group of nurses. The Association shall honor such request promptly and seek, in conjunction with the Medical Center, a harmonious solution to such problems as may arise.

**4.11 New Hire Orientation** - The Medical Center shall, upon request, provide the Association negotiating committee at the Medical Center, or his/her designee, access to nurses newly employed in the bargaining unit for 30 minutes during an orientation session for such nurses. The Medical Center will notify the Association of the schedule for onsite orientation sessions of nurses who are new to the bargaining unit. The Association representative or his/her designee shall be paid one-half hour at his/her regular rate of pay for time spent in meeting with orienting RNs, and shall arrange with the Medical Center in advance the time for such meeting. Attendance at such meetings shall not be paid time. The Association representative or his/her designee may contact Human Resources in advance to see if any newly employed nurses will be orienting in a particular workweek.

**4.12 Attendance of Bargaining Team at Negotiations** - After reasonable notification of negotiation meeting dates, Medical Center will cooperate with members of the Association bargaining team to arrange substitute staffing for the Association bargaining team members.

## **ARTICLE 5 - EQUALITY OF EMPLOYMENT OPPORTUNITY**

The Medical Center and the Association shall comply with applicable anti-discrimination laws regarding age, sex, religion, race, national origin, and participation or non-participation in union activities, with respect to hiring, placement, promotion, or with respect to any other employment condition for Registered Nurses.

## ARTICLE 6 - GRIEVANCE PROCEDURE

**6.1 Grievance and Steps Defined** - A grievance is defined as an allegation by the Association or by a Registered Nurse that the Medical Center has violated or is violating a provision or provisions of this Agreement. Grievances may be initiated by the Association or by Registered Nurses in the following manner:

**Step 1.** Any Registered Nurse who believes he or she has a grievance should present this grievance in writing to his or her immediate supervisor. The Medical Center encourages Registered Nurses to air any grievance as defined herein, and also to air any job-related problem, with their immediate supervisor so that full discussion of the problem may occur, and its resolution hopefully may be accomplished. The presentation of any grievance at Step 1 must be made within fourteen (14) calendar days of the events giving rise to the grievance, or within fourteen (14) calendar days of the date the grieving party learned or reasonably should have learned of the events giving rise to the grievance. The immediate supervisor shall give or send his or her answer to the grievant in writing within fourteen (14) calendar days after such grievance is presented.

**Step 2.** If the grievance is not settled satisfactorily as provided in Step 1, the grievance shall be reduced to writing, and submitted to the Chief Nurse Executive or designee, within fourteen (14) calendar days after the supervisor's answer in Step 1. The written statement of the grievance shall be signed by the aggrieved Registered Nurse(s) or by an Association representative and shall include a statement of the provision(s) of the Agreement alleged to have been violated, a brief statement of the facts, and a statement of the relief requested. The Chief Nurse Executive or designee shall attempt to adjust the grievance as soon as possible, but in any event shall give or send a written answer to the grievant, a grievance representative specifically designated in writing by the grievant, and the Association within fourteen (14) calendar days after receipt of the written grievance.

**Step 3.** If the grievance is not settled satisfactorily to the grieving party at Step 2, the grievance shall be referred in writing to the Medical Center Chief Executive within fourteen (14) calendar days of the Chief Nurse Executive answer at Step 2. A meeting between the Medical Center President and an Association representative for the purpose of resolving the grievance shall take place within fourteen (14) calendar days after the grievance is referred to the Chief Executive of the Medical Center. The Human Resources Director, Chief Nurse Executive, aggrieved Registered Nurse(s) and one (1) other representative selected by each party shall be entitled to attend this meeting, in addition to any other persons mutually agreed to by both parties. The Chief Executive will consider all facts and arguments raised by all persons at his meeting, and shall attempt to resolve the grievance satisfactorily to all parties within fourteen (14) calendar days of such meeting. Except as provided in Section 6.2, relating to arbitration, the Chief Executive decision at Step 3 shall be final.

**6.2 Arbitrator Selection** - If the grievance is not settled at Step 3, and the Medical Center's final answer is not satisfactory to the Association, the Association may refer the grievance to binding arbitration through written notice to the Medical Center within fourteen (14) calendar days of the answer of the Medical Center's Chief Executive given at Step 3. The Association and the Medical Center shall thereafter attempt to select an arbitrator. If the parties cannot agree upon an arbitrator within a period of fourteen (14) calendar days, either party may then request a list of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereafter alternately strike one name from the list, and the last name remaining shall be the arbitrator selected to hear the dispute; provided that, if either party objects to the list provided by the Federal Mediation and Conciliation Service, it shall have the right to reject the list and to request a new list. The arbitrator must be selected from the second list in accordance with the foregoing procedure. The arbitrator shall be notified of his selection by a joint letter from the Medical Center and the Association requesting that he set a time and place for the hearing, subject to the availability of Medical Center and Association representatives.

**6.3 Limitation on Arbitrator** - The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement, and shall decide only the grievance presented. The arbitrator's decision and award shall be based solely on his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does not involve an interpretation or application of the terms or provisions of this Agreement, the arbitrator shall so rule in his award and the matter shall not be further entertained by the arbitrator. The arbitrator shall not render an award inconsistent with the management rights clause of this Agreement. The award of the arbitrator shall be final and binding on the Medical Center, the Association, and the Registered Nurse(s) involved.

**6.4 Arbitration Costs** - The expenses of the arbitrator and other costs of the arbitration shall be divided equally between the Medical Center and the Association. Each party shall be responsible for the cost of presenting its own case to the arbitrator.

**6.5 Enforcement of Time Limits** - The time limits of this grievance procedure and arbitration procedure shall be strictly adhered to, unless the Medical Center and Association agree in writing to extend a particular time limit. The Medical Center shall have the right to refuse to process or to arbitrate a grievance which is not raised in a timely fashion. Any grievance not processed in a timely fashion shall be considered settled on the basis of the last answer given. If at any step of the grievance procedure the Medical Center does not formally respond as provided herein, it will be assumed that the Medical Center has rejected the grievance, and the next step of the grievance procedure shall be available.

**6.6 Termination During Introductory Period** - An introductory nurse terminated by the Medical Center during his or her introductory period shall not be entitled to invoke this grievance and arbitration procedure to contest such termination.

## **ARTICLE 7 - UNINTERRUPTED PATIENT CARE**

**7.1 No Work Stoppage** - It is recognized that the Medical Center is engaged in a public service requiring continuous operation, and it is agreed that such obligation of continuous service is imposed upon both the employee and the Association. Neither the Association nor its represented Registered Nurses, members, agents, representatives, or employees shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, picketing, or work stoppage of any nature whatsoever, during the term of this Agreement. In the event of such activity, or a threat thereof, the Association and its officers will do everything within their power to end or avert such activity.

**7.2 Dismissal or Discipline for Work Stoppage Violation** - Any Registered Nurse who violates the prohibitions in Section 7.1 shall be subject to immediate dismissal or such discipline short of dismissal which the Medical Center in its discretion deems appropriate.

**7.3 No Lockout** - There shall be no lockouts by the Medical Center during the term of this Agreement.

## **ARTICLE 8 - MANAGEMENT RIGHTS**

The Association recognizes that the Medical Center has the obligation of serving the public with the highest quality medical care, efficiently and economically, and of meeting medical emergencies. The Association further recognizes the retained right of the Medical Center to operate and manage the Medical Center, subject to the terms of this Agreement, including but not limited to the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work and to determine working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements in accordance with the Oregon Nurse Staffing laws; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote, demote and transfer employees; to discipline or discharge employees for just cause; to lay off employees for lack of work or other legitimate reasons; to recall employees; and to promulgate and change reasonable work rules and personnel policies, provided that such rules and personnel policies, or action taken under them shall not violate any of the provisions of this Agreement.

## **ARTICLE 9 - SUCCESSORS**

In the event that the Medical Center is actively considering any merger, consolidation, sale of assets, lease, franchise, or any other such change in structure, management or ownership which may be expected to affect the existing collective bargaining unit, the Medical Center shall so inform the Association. Any person, business, or entity which succeeds to the management or ownership of the Medical Center shall be obligated to comply with this Agreement; provided that the parties by this language do not intend to waive statutory rights. The Medical Center shall call this provision of the Agreement to the attention of any entity, business, or person who is succeeding to the management or ownership of the Medical Center, and, if such notice is given, the Medical Center shall

have no further liability or obligations of any sort under this section.

## ARTICLE 10 - ACCESS TO MEDICAL CENTER PROPERTY AND EMPLOYEES

**10.1 Association Access** - A duly authorized representative of the Association shall have the right of access to Medical Center premises in connection with the conduct of normal Association affairs and the administration of this Agreement. The Association representative shall not unnecessarily interfere with the productive activity of Registered Nurses covered by this Agreement, and shall comply with the Medical Center's security and identification procedures.

**10.2 Use of Bulletin Board** - 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 Care, ER, Surgery, and Day Surgery and Resource Nurse break room.

**10.3 Association Meeting Space** - The Association may utilize an available room at the Medical Center for official Association meetings of Medical Center nurses in the bargaining unit, confined to contract negotiation and administration matters, subject to advance scheduling and availability, for up to twelve (12) meetings a year. Any nurse who so desires shall be entitled to attend such meetings during nonworking time.

## ARTICLE 11 ~~=~~ WAGES, OVERTIME, AND OTHER ECONOMIC ITEMS

**11.1 Wages** - Wage rates for the term of this Agreement shall be those specified in Appendix A hereof.

**11.2 Shift and Certification Premiums** - Shift and certification premiums for the term of this Agreement shall be those specified in Appendix A hereof.

**11.3 Standby Call Rates** - Effective on the ratification date of this Agreement, nurses assigned to standby call shall receive \$4.75 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.

### 11.4 Call-In Rates and Minimum Hours -

A. RNs who are called in to work shall be assigned a minimum of three (3) hours of work in their specialty area. If there is less than three (3) hours of work in their specialty area, they may be assigned to other areas where the Medical Center determines the nurse is qualified to do the work and has completed orientation to the environment. If three (3) hours of work are not available in those areas, these nurses may opt to leave before the three (3) hours are up, being guaranteed three (3) hours of pay, but the nurse will then not be eligible for additional call-in minimum pay if called in again during that three-hour period. The

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call-in minimum pay period begins when the nurse reports to the Medical Center ready to work as a result of a call-in. ▼

**Deleted:** The call-in minimum pay rate will be the nurse's straight-time rate, unless otherwise specifically provided in this Agreement.

B. Notwithstanding the prior paragraph, if a nurse outside of the Operating Room or Surgical Services is placed on low census with standby by the Medical Center and is subsequently called in to work, the nurse will not be required to remain beyond the end of the nurse's regularly scheduled shift, solely to fulfill the three (3) hour minimum.

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 [this article](#)) 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. Standby call pay shall be in addition to pay for actual hours worked. Call-back pay begins when a nurse reports to the Medical Center ready to work as a result of a call to return to work.

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D. Nurses who are called in to work from standby shift twice and who are subsequently relieved of duty for lack of work shall not be called in a third time during the same standby shift. This prohibition does not apply to regularly scheduled call shifts.

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**11.5 Second Call for OR** - The Medical Center shall continue its present policy of paying OR RNs called in to work emergency second cases eight (8) hours of standby pay in addition to their regular time and one-half pay for the hours worked.

**Deleted: 11.5 Monday Scheduling** - 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 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 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.

**11.6 Reporting Pay** - Nurses who are scheduled to work according to the regular schedule, but who are notified to stay home due to low census less than 90 minutes before the scheduled start time, will be guaranteed three (3) hours of work or pay during the schedule period. This section will not apply if the reason for the stay home is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone to stay home at least 90 minutes before the nurse's scheduled start time.

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**11.7 Overtime** - Overtime work (hours worked in excess of a standard workday or in excess of 40 hours in a workweek) shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Work in excess of the standard workday or workweek must be properly authorized in advance, except in emergencies where no authorization can be obtained in advance. There shall be no pyramiding of overtime premiums. Any hour for which an overtime premium is payable under this Article shall not be counted in determining whether time and one-half or greater premiums should be paid for any other hour. Nurses regularly scheduled to work 12-hour shifts will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay, in accordance with these overtime procedures, for all hours worked in excess of (a) 12

hours in a day or (b) 36 hours in a workweek.

**11.8 Pay for Holidays Worked** - Hours worked on a holiday (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas) shall be considered to be overtime hours. Hours worked on a holiday are defined as follows: a shift on which a majority of the hours worked are on the holiday.

The Medical Center will make good faith attempts to rotate holiday assignments, taking into consideration skill mix and unit and patient care needs.

**11.9 Double Shift Pay Rate** - Nurses on eight- or ten-hour schedules working two consecutive shifts, each of which contains at least 7-1/2 hours of working time, shall be paid double time for hours worked on the shift that is additional to the scheduled shift, as an overtime premium, provided that the nurse works at least seven (7) hours on the second consecutive shift. If both shifts are unscheduled, the second shift in the sequence will be paid double time. If a Nurse on a 12-hour shift works fifteen consecutive hours or longer, all time worked in excess of 12 hours shall be paid at the double shift pay rate.

**11.10 No Pyramiding of Premiums** - Time and one-half premiums under this Article shall not be pyramided with overtime premiums. Any hour for which a time and one-half premium is payable under this Article shall not be counted in determining whether time and one-half or greater premiums should be paid for any other hour. Examples include, but are not limited to:

A. If hours are paid overtime rate for work in excess of the standard workday, those hours are not counted toward weekly overtime.

B. If hours are paid double time rate under Section 14.6, those hours are not counted toward any overtime formula. However, time paid at the overtime rate because of work on a holiday will be counted in determining whether overtime is payable for other hours worked in excess of the standard workday or standard workweek. In no event will time and one-half or greater premiums be paid on more than one basis for the same hour(s) of work.

**11.11 Charge Nurse Differential** - Charge nurses shall receive \$3.50 per hour premium. Such premium will be paid for all hours compensated to a core Charge Nurse, as designated by the Medical Center. Nurses who are assigned by the Medical Center the Charge Nurse duties for a shift will be paid a differential of \$2.50 only for the hours the Nurse is specifically assigned to be Charge Nurse.

**11.11 Preceptor Differential** - A preceptor is a nurse who is designated by his or her nurse manager to: assess the learning needs of (a) an inexperienced, re-entry, or new to specialty nurse or (b) a capstone, immersion, practicum or student of similar level; plan that person's learning program; provide direct guidance to that person's learning program or implement such program; provide direct guidance and supervision to that person during the program; and, in conjunction with the nurse manager and/or

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-New Year's Day – 7:00 p.m. December 31 to 7:00 p.m. January 1¶  
-Memorial Day – 7:00 p.m. the preceding Sunday to 7:00 p.m. Monday¶  
-Fourth of July – 7:00 a.m. July 4 to 7:00 a.m. July 5¶  
-Labor Day – 7:00 p.m. the preceding Sunday to 7:00 p.m. Monday¶  
-Thanksgiving – 7:00 a.m. Thursday to 7:00 a.m. Friday¶  
-Christmas Day – 7:00 p.m. December 24 to 7:00 p.m. December 25...

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designee, evaluate that person's progress during the program. 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 \$2.15 per hour. In assigning nurses to precept other nurses, nurse managers will give preference to those nurses who have successfully completed a Medical Center approved preceptor training course within the last five (5) years.

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11.12 Resuscitation Nurse – Effective upon ratification, a lump sum bonus of \$500 will be paid to all current Resuscitation Nurses. Through the end of 2021, new Resuscitation Nurses will receive a lump sum bonus of \$500 upon completion of education and six (6) months in the Resuscitation Nurse role.

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**11.13 Payroll** - The Medical Center will post a legend for employee paychecks on the Medical Center website. If an RN believes that an error has been made in a paycheck, the RN shall bring such suspected error to the Medical Center's attention as soon as possible, and actual errors shall be corrected as soon as possible. The Medical Center will provide an option for selecting direct deposit of paychecks to institutions recognized by the Medical Center's direct deposit agency. Paycheck errors in the nurse's favor may, regardless of the option selected, be subject to payback by payroll deduction. The Medical Center will consider the nurse's suggestions for the timing of the payback.

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## ARTICLE - 12 – BASIC MEDICAL/DENTAL COVERAGE

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

## ARTICLE 13 - RETIREMENT

**Retirement Plan** - The Medical Center shall freeze accruals under the Pension Plan effective February 29, 2008 for all Registered Nurses, so that benefits determined pursuant to that formula shall be based on Benefit Years and Final Average Pay as of that date. All benefits accrued under the Pension Plan as of February 29, 2008, will continue to vest in accordance with the Pension Plan's vesting schedule based on service before and after the freeze date, but no additional benefits will accrue under the Pension Plan after February 29, 2008.

Through December 31, 2011, the Medical Center will maintain the retirement plan as in

effect on the date of ratification. Effective January 1, 2012, that plan will be frozen. Effective January 1, 2012: Nurses will participate in the Medical Center's retirement plans in accordance with their terms. At the time of ratification, the retirement plans include:

- the Service Plan;
- the Value Plan (403(b)); and
- the 457(b) plan.

The Medical Center may from time to time amend the terms of the plans described in this article, except that coverage of nurses under this article shall correspond with the terms of coverage applicable to a majority of Medical Center employees.

#### ARTICLE 14 - HOURS OF WORK AND SCHEDULING

**14.1 Standard Workday and Meal Period** - A standard workday shall consist of (a) eight (8) hours worked to be completed in an eight and one-half (8-1/2) hour consecutive period, (b) ten (10) hours worked to be completed in a ten and one-half (10-1/2) hour consecutive period, or (c) twelve (12) hours worked to be completed in a twelve and one-half (12-1/2) hour consecutive period. Any standard workday will contain a thirty (30) minute unpaid meal period during which the Registered Nurse is completely relieved of duties. If the Registered Nurse is not relieved of duties during this meal period, the meal period shall be considered as time worked for pay purposes.

**14.2 Standard Workweek** - A standard workweek shall be forty (40) hours for full-time Registered Nurses, or 36 hours for full-time Registered Nurses regularly scheduled to work a 12-hour schedule, Sunday through Saturday inclusive. The Medical Center and nurses may agree to schedules providing for other than standard workweeks and standard workdays, consistent with the remaining provisions of this Agreement.

**14.3 Nurse Staffing** – The Medical Center shall maintain the structure, duties, and role of the Staffing Effectiveness Committee. In doing so, the Staffing Effectiveness Committee supports the Medical Center with compliance with all ORS pertaining to nurse staffing, nurse staffing plans, and nurse staffing committee conduct.

**14.4 Limitation** - Nothing in this Article shall be construed as guaranteeing the number of hours in the workday or the number of days in the workweek, or that any employee shall receive any specified hours of work per day or any specified days of work per week.

**14.5 Rest and Meal Periods** – A fifteen (15) minute paid rest period ("break") will be taken by each Registered Nurse during each four (4) hour work period and one (1) thirty (30) minute unpaid meal period ("break") per each eight (8) hour work period. Consistent with Oregon law, nursing mothers may take one (1) thirty (30) minute unpaid rest period during each four (4) hour work period for the purpose of expression of breast milk.

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**Deleted: 14.4 Overtime** - Overtime work (hours worked in excess of a standard workday or in excess of 40 hours in a workweek) shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Work in excess of the standard workday or workweek must be properly authorized in advance, except in emergencies where no authorization can be obtained in advance. There shall be no pyramiding of overtime premiums. Any hour for which an overtime premium is payable under this Article shall not be counted in determining whether time and one-half or greater premiums should be paid for any other hour. Nurses regularly scheduled to work 12-hour shifts will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay, in accordance with these overtime procedures, for all hours worked in excess of (a) 12 hours in a day or (b) 36 hours in a workweek. ¶

**14.5 Pay for Holidays Worked** - Hours worked on a holiday (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas) shall be considered to be overtime hours. Hours worked on a holiday are defined as follows: a shift on which a majority of the hours worked are on the holiday. Holidays will be defined as follows: ¶

–New Year's Day – 7:00 p.m. December 31 to 7:00

p.m. January 1 ¶

–Memorial Day – 7:00 p.m. the preceding Sunday to 7:00 p.m. Monday ¶

–Fourth of July – 7:00 a.m. July 4 to 7:00 a.m. July 5 ¶

–Labor Day – 7:00 p.m. the preceding Sunday to 7:00 p.m. Monday ¶

–Thanksgiving – 7:00 a.m. Thursday to 7:00 a.m.

Friday ¶

–Christmas Day – 7:00 p.m. December 24 to 7:00 p.m. December 25 ¶

¶

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. [1]

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**Deleted: 14.6 Double Shift Pay Rate** - Nurses on eight- or ten-hour schedules working two consecutive shifts, each of which contains at least 7-1/2 hours of working time, shall be paid double time for hours worked on the shift that is additional to the scheduled shift, as an overtime premium, provided that the nurse works at least seven (7) hours on the second consecutive shift. If both shifts are unscheduled, the. [2]

**Deleted: 14.7 Rest Periods** - A fifteen (15) minute paid rest period will be taken by each Registered Nurse during each four (4) hour work period, provided that the evening shift will continue to take both fifteen (15) minute rest periods consecutively. If rest periods are missed due to operating requirements, nurses will inform their manager or charge nurse as soon as practicable and arrangements will be made to provide. [3]

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

B. Considering patient needs, Nurses may combine rest and meal periods in accordance with unit guidelines.

C. 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.

D. 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.

#### **14.6 Shift Length**

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A. No nurses will be required to move from an 8-hour shift to a 12-hour shift or a 12-hour shift to an 8-hour shift, for the first 90 days following ratification of this agreement. If the Medical Center thereafter determines that 8-hour shifts or 12-hour shifts are no longer workable in a particular unit, the Medical Center will give notice of no less than 90 days that the unit will move to 8-hour shifts or 12-hour shifts, and no nurse will be required to move to 8-hour shifts or 12-hour shifts prior to the expiration of the 90-day period. The Medical Center will offer nurses on the unit an equivalent position, working 8-hour shifts or 12-hour shifts. If the nurse does not accept such an offered position, the nurse may remain in the position continuing to work 8-hour shifts or 12-hour shifts, for a period of up to 90 days; hereafter, the nurse's 8-hour or 12-hour position will be eliminated and, unless the nurse has found an alternative position within the Medical Center, the nurse's employment with the Medical Center will end. Any PTO request already approved will be honored. Nurses working an 8-hour day shift position will not be required to take a 12-hour night shift position, and Nurses working an 8-hour night shift position will not be required to take a 12-hour day shift position; however, the Medical Center may offer nurses working an 8-hour evening shift position either a 12-hour day or night shift position based on departmental need, in accordance with the remainder of this Section. Evening shift nurses may declare their shift preference within 30 days of any announcement of a change to a 12-hour shift schedule on their unit. Any nurse who does not receive his or her declared, preferred shift will receive a first opportunity to fill a vacant position on the nurse's declared, preferred shift for which he or she is qualified. In the event that two or more previously displaced nurses with such first opportunity rights both want the same position, the nurse with greater seniority will be given the position and any nurse with less seniority will retain first opportunity rights for future vacant positions on his or her preferred shift. A nurse who does not declare a shift preference will not receive such first opportunity rights.

B. A nurse may present a plan to the Task Force that outlines a plan to introduce a mix of shift lengths in a department if the shift length changes are voluntary, does not create additional overtime, does not impede patient care

continuity, addresses a plan to cover unplanned and planned absences, and does not create burdensome work for the charge nurse. Such a plan will only be implemented with the agreement of the Task Force.

14.7 Schedules - Schedules of work shall be prepared for 28-day periods and shall be electronically posted at least twenty-seven (27) days prior to the beginning of the schedule period. On each unit, nurse management shall work with at least one (1) 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. The nurse manager will approve final schedule patterns. Upon request, a copy of the originally posted schedule will be provided. The needs and the desires of individual Registered Nurses with respect to work schedules must be made known to the unit scheduler no later than fifteen (15) days immediately prior to the schedule's electronic posting deadline. It is the responsibility of each individual Registered Nurse to inform the Medical Center of his or her availability, needs, and desires with respect to work schedules. There shall be no deviation from the initially electronically posted schedule of work unless a Registered Nurse finds a replacement acceptable to the Medical Center, although the Medical Center will make efforts, where possible, to accommodate late requested schedule changes. A replacement will not be acceptable to the Medical Center if he or she is not qualified to perform the work in question, or if a particular replacement would require the payment by the Medical Center of overtime or other premium compensation. No nurse shall utilize replacements on a frequent or regular basis as a means of unilaterally changing a weekly work schedule. 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. Per diem/on-call nurses will not be given preferential treatment in scheduling.

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14.8 Call Schedules - Call schedules in the Recovery Room, Endoscopy, and the Operating Room will continue to be prepared and posted in the respective units.

A. The Medical Center will comply with Oregon Nurse Staffing laws. Nurses who work a call shift will be afforded an opportunity for adequate rest at a minimum of ten (10) hours 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. When granted, the nurse may choose to use or not to use accrued PTO for the time off.

B. 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. 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 the Taking Unpaid Time Off section 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.

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**14.9 Extra Work Procedures** - The procedure for granting additional hours of work will occur in the following sequence (Note: Surgical Services does not post or submit schedules electronically):

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A. Before the schedule is posted (open scheduling period):

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1. All full and part-time RNs will first be scheduled for the number of hours respective of their FTE in their schedule pattern.

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2. The vacant or extra shifts will be posted electronically and be made visible to all eligible nurses at least fifteen (15) days prior to the final posting deadline. Vacant shifts will remain open for at least five (5) days before any shift is granted.

3. Part-time and full-time RNs who want to work any of the vacant shifts must electronically submit a request to the scheduler.

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4. Additional shifts will be granted as requested, according to the following order of priority:

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(a.) Qualified part-time nurses\* 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).

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(b.) Qualified per diem nurses 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).

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(c.) Qualified full and part-time nurses 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.)

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5. Extra shifts awarded prior to the posting of the initial schedule shall not be eligible for extra shift premium under Appendix A, Section E.

B. After the Schedule is Electronically Posted:

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1. Any vacant/extra shifts remaining in the schedule will be electronically posted.

2. Any RNs who want to work any of the vacant shifts must

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electronically submit a request in Kronos for the specific shifts.

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3. Shifts will be granted as requested according to the following order of priority:

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(a.) Qualified part-time nurses\* 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).

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(b.) Qualified per diem nurses will be granted shifts.

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(c.) Qualified full and part-time nurses\* 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).

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(d.) Qualified full and part-time nurses\* will be granted double shifts that result in double time.

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Deleted: (\*Staff under the 12-hour shift agreement, may request extra shifts if it does not conflict with their 12 hour shift agreement and if the extra shift would be fully covered in combination with other requests.)

(e.) Per diems, travelers, 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.

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C. For vacancies within 24 hours of shift start:

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1. Nurses may sign up for shift availability. The list of nurses who have signed up will be used to fill last minute vacancies.

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. ¶

3. Availability calendars need to be completed for each electronically posted schedule. ¶

4. Nurses cancelled for a shift will be the first offered a shift of work if available in the day and shift cancelled. ¶

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. ¶

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. ¶

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. ¶

8. 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....

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**14.10 Notification of Unscheduled Absence** - Any unscheduled absence should be reported as much in advance as possible under the circumstances. The expectation is that the report will be made at least three (3) hours before the start of the shift in question.

**14.11 Maximum Schedule for 12-Hour Shifts** - Nurses on 12 hour shifts may not be scheduled to work more than four consecutive days on shifts of 12 hours or longer without their consent. No nurse may work longer than 18 consecutive hours.

## ARTICLE 15 - EDUCATIONAL LEAVE

**15.1 Annual Educational Hours** - Each Registered Nurse shall be entitled to paid educational leave up to twenty-four (24) hours per year to attend continuing education courses in the medical care field which are directly related to the nurse's responsibilities, including hospital administration and management, plus a maximum of \$350 per year to help defray tuition, course fee, required texts, and examination fee expenses related to the course. Twelve hours of unused educational leave and \$175 of unused educational funds may be carried over for a period of one year. Any additional unused leave or



funds shall not cumulate from year to year. No nurse may use another nurse's educational leave or tuition reimbursement.

**15.2 Authorization of Educational Leave** - Each Registered Nurse desiring to take educational leave shall inform his or her immediate supervisor as far in advance as is practicable of the nature and date(s) of the course which he or she proposes to attend, but no later than the day required for making a nurse's needs and desires known to the Hospital under Section 14.9. No Registered Nurse shall be entitled to paid educational leave unless such leave is specifically requested and authorized in advance. The Medical Center shall not unreasonably withhold approval of up to twenty-four (24) hours of educational leave, consistent with patient care needs. If the Medical Center denies a nurse's request for such educational leave, it will provide the nurse with the reason for the denial, in writing, within 21 calendar days of its receipt of the nurse's request. The nurse may appeal such a denial to the Chief Nurse Executive (or his or her designee). The Chief Nurse Executive (or his or her designee) may approve education leave beyond twenty-four hours in his or her sole discretion. The Medical Center at its discretion may require proof of actual attendance at such continuing education courses and, during a nurse's introductory period, may deny educational leave for any reason. Any nurse attending a continuing education course in the medical care field, for which the nurse received leave or expenses under Section 15.1, may be required by the Hospital to share, orally and/or in writing, the knowledge and experience gained.

**15.3 Inservice Education** - The Medical Center will continue to conduct regularly scheduled in-service classes for Registered Nurses. Attendance at specific in-service classes by a particular Registered Nurse or a particular group of Registered Nurses may be required by the Medical Center. All in-service classes and department meetings where attendance is required by the Medical Center and all in-service classes and department meetings actually attended during a Registered Nurse's working time, shall be paid time. At the Registered Nurse's option, unpaid in-service classes attended by a Registered Nurse during nonworking hours can qualify for educational leave payments. The Medical Center will consult upon request with the Association in an effort to improve the presentation and content of regularly scheduled in-service classes. Registered Nurses who must take a full shift off of work to complete a mandatory in-service class will be compensated for their full shift regardless of the time spent in the class. All travel time incurred in conjunction with mandatory education not offered at the Medical Center campus will be paid in accordance with state and federal law and mileage reimbursed in accordance with Providence policy. It is the responsibility of the nurse to record and timely report such time.

**15.4** The Medical Center will pay for the registration fees necessary to obtain ACLS, PALS, ENPC, NRP, and BLS, if such credential or education is required by the Medical Center. For ACLS or BLS credential or re-credential, the nurse must successfully complete and pass a course offered at Providence facilities or through a Providence-preferred educational provider to receive full payment for registration fees. If the nurse takes a course elsewhere, he or she is responsible for paying the amount that exceeds the fee charged at a Providence facility or through a Providence-preferred educational provider.

## ARTICLE 16 - PROFESSIONAL NURSING CARE COMMITTEE

**16.1** 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 no more than eight (8) members.

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**16.2** This Committee shall convene and meet once every other month unless cancelled by mutual agreement to respond to specific circumstances that may arise in the area of professional nursing care. The Association shall select its respective members of the Committee each time it is convened. The Committee shall set the meeting schedule, and may meet more often upon mutual agreement. Each Committee member shall be entitled to up to two (2) paid hours at the nurse's regular straight-time rate for attendance at Committee meetings.

**16.3** The Committee shall prepare an agenda, and provide such agenda to the Chief Nurse Executive one week in advance of the meeting, and keep minutes for all its meetings, a copy of which shall be provided to the Chief Nurse Executive within fourteen (14) calendar days. Agenda items may be introduced by Association representatives or by the Medical Center, provided, however, that neither the Association nor the Medical Center shall be required to address subjects of bargaining and/or contractual issues in the Committee.

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**16.4** The Committee shall focus on issues that provide for the improvement of patient care and nursing practice.

**16.5** The Chief Nurse Executive, or designee, shall meet with the Committee upon request of the Committee for the purpose of exchanging information. The Committee may provide the Chief Nurse Executive, or designee, with recommendations on pertinent subjects including the financial soundness of any proposal.

**16.6** The Medical Center recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will advise the Committee of action taken.

## ARTICLE 17 - TASK FORCE

**17.1 Purpose** - The Medical Center and the Association agree to create a task force for the purpose of facilitating communication and fostering a model of cooperative problem solving of workplace concerns, arising during the term of the current agreement.

**17.2 Membership** - The Association shall appoint three (3) members of the task force, at least two (2) of whom shall be employed by the Medical Center. The Medical Center shall also appoint three (3) members to the task force.

**17.3 Meetings** - The task force will set a schedule of regular meetings of monthly, or as otherwise agreed to between the Medical Center and the Association. Employed nurse members will be paid up to one (1) hour for attendance at task force meetings,

however if both parties agree the meeting needs to continue longer than one hour then nurse members will be paid for the extended meeting time.

**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 and communicated to impacted management and staff by both the Medical Center and Association. Any agreed-upon solution reached by the task force will not be grieved, nor is the task force's failure to agree on a matter subject to grievance.

**17.5 Agenda and Minutes** - The Medical Center and the Association will work together to put together an agenda. Minutes will be reviewed at the next meeting. The minutes and information furnished by the Medical Center and the task force members in connection with 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.

#### ARTICLE 18 - JURY DUTY AND WITNESS PAY

The Medical Center will pay at the regular rate all working hours lost by a nurse due to jury call or jury duty, or lost due to service as, or preparation to be, a witness in any legal proceeding with respect to events involving the Medical Center or occurring on Medical Center property. Legal proceedings covered by the preceding sentence will not include proceedings in which the Association or the nurse is a party, unless the nurse is subpoenaed by the Medical Center to testify as a witness. All jury duty or witness fees received by a nurse must be paid over to the Medical Center if, and to the extent that, the nurse in question receives wage payments for such jury or witness service as provided herein. Non-day shift personnel serving as a witness or on jury duty as defined herein shall be relieved from work, and entitled to the same payments as day-shift persons in the same circumstances, plus the nurse's applicable shift premium for hours paid under this section. The Medical Center's obligation with respect to jury pay will not exceed 120 hours of such pay for a nurse in any calendar year

#### ARTICLE 19 - SENIORITY

**19.1 Definition** - Seniority shall mean length of continuous employment by the Medical Center, as follows:

A. For employees who became nurses before January 1, 1987 their seniority date will be based on their most recent date of hire at the Medical Center, and shall include service in non-nursing jobs.

B. For employees who became nurses from January 1, 1987 to May 18, 2017, their seniority date will be the date the employee became a nurse.

C. For nurses hired after May 18, 2017 their seniority date will be the date the employee became a nurse in the bargaining unit.

D. Seniority shall end upon the termination of employment, except for a nurse who resigns his or her position in the bargaining unit and is rehired within twelve

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(12) months of his or her resignation date.

**19.2 Seniority Lists** - The Medical Center will maintain and make available to nurses and the Association a seniority list covering all nurses, and will update this list no less often than biannually.

### 19.3 Vacancies

A. Before filling a permanent vacancy in a nursing position covered by this Agreement, the Medical Center shall electronically post a notice of vacancy for a period of at least seven (7) calendar days. Such notice shall describe the open position including shift and FTE and specify a time and manner by which employees may apply for such position. The Medical Center shall investigate, analyze and determine the ability and qualifications of each applicant for the position, and shall select the person most qualified for the job. Where the Medical Center determines that two or more applicants have the necessary qualifications and ability, seniority shall be the deciding factor, unless the Medical Center determines that a less senior applicant has substantially greater qualifications or ability. The Medical Center's determination of qualifications and ability shall be controlling, provided that the Medical Center's determination is not arbitrary and capricious.

B. The Medical Center may fill vacancies temporarily for up to 90 days, after which the Medical Center will not fill the vacancy temporarily, except in emergency situations, unless it posts a notice of vacancy. The period of temporary filling of a vacancy shall not be considered in determining qualifications for such vacancy if it becomes a permanent vacancy.

C. If a nurse wants to continue in a job, shift and unit, but wants to increase or decrease the number of scheduled days in the nurse's workweek, such change may be made if the Medical Center agrees, subject to the following limitations:

1. The change is for one (1) day per week or less.
2. Any decreased scheduled time must first be filled, if the Medical Center determines it to be necessary.
3. In filling scheduled time as a result of an increase or decrease, the Medical Center may, as an alternative, post the vacancy in the involved unit. Only nurses on the involved unit will be eligible for such scheduled time. If more than one (1) eligible nurse applies for such time, the most senior applicant will receive it, unless this would result in scheduled overtime for the nurse.
4. A 0.6 FTE or 0.8 FTE nurse may increase the number of the nurse's scheduled days to full-time status on the same job, shift and unit,

Deleted: 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.

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by applying in writing to the Human Resources Director for reclassification to full-time status, in the following circumstances: (a) for a 0.8 FTE, if the nurse has worked three (3) extra shifts in the same job, shift and unit, in each of the three (3) consecutive schedule periods immediately preceding the schedule period in which the application is made; or (b) for a 0.6 FTE, if the nurse has worked six (6) extra shifts in the same job, shift and unit, in each of the three (3) consecutive schedule periods immediately preceding the schedule period in which the application is made. In either of these circumstances, the reclassification to full-time status will occur in the following posted schedule period, and the increased shifts will not be subject to posting as a vacancy.

5. The Medical Center may initiate the reclassification of a 0.6 or 0.8 FTE nurse to FT FTE status when the following circumstances apply:

(a.) for a 0.8 FTE, if the nurse has worked three (3) extra shifts in the same job, shift and unit, in each of the six (6) consecutive schedule periods immediately preceding the schedule period in which the reclassification is made; or

(b.) for a 0.6 FTE, if the nurse has worked six (6) extra shifts in the same job, shift and unit, in each of the six (6) consecutive schedule periods immediately preceding the schedule period in which the reclassification is made.

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.

**19.4 Shift Cancellations** - In case of shift cancellation in a unit, shift cancellations shall be in accordance with Appendix B.

**19.5 Assignment in Lieu of Shift Cancellation** - Nurses subject to shift cancellation may be assigned available work in a helping hands capacity elsewhere in the Medical Center for the duration of the shift as follows:

A. 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 four (4) months if full-time or six (6) months if part-time of continuous employment with the Medical Center as a nurse.

B. Each nurse employed as of April 19, 2011 who has not indicated that he/she will work in a helping hands capacity will not be required by the Medical Center to do so. Any such nurse who has previously indicated or may at any future time indicate, in writing, that they are willing to work in a helping hands capacity may not later choose to not do so, except pursuant to subsections D and F below.

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Deleted: An extended layoff is defined as a layoff of more than one workday's duration, i.e., any layoff except a shift cancellation (also called stay home for low census or mandatory day off).

Deleted: Notwithstanding the layoff-recall provisions of this Agreement,

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C. Working as Helping Hands: Helping hands means that the nurse is expected to help out but does not take a nurse assignment.

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D. A nurse who has agreed to work as helping hands (as outlined in paragraph B) or who is hired after April 19, 2011 will receive 100% of the hours in which the nurse was working as helping hands as credit toward his or her Mandatory Low Census (as set forth in Appendix B).

E. Nurses who obtain a waiver approved by consensus at the Nursing Task Force will not be required to work in a helping hands capacity. In sensitive situations a nurse may request that the waiver be considered by a subcommittee of the NTF limited to one management representative and one Association representative. In addition, nurses may request that the NTF not be aware of their identity.

F. Nurses who are not required to work in a helping hands capacity pursuant to this section will not be required to work in a helping hands capacity if they return to the bargaining unit after a break in service of less than one year.

G. A nurse who has more than six (6) years of continuous employment as a nurse with the Medical Center may request to be exempt from working as helping hands. Such requests will be considered in good faith by the Medical Center subject to patient care needs.

H. Notwithstanding the above provisions, the Medical Center will endeavor to minimize working in a helping hands capacity when reasonably feasible. When the Medical Center determines that working in a helping hands capacity is needed:

1. Nurses will receive orientation to the unit, including the layout of the unit, codes and passwords, and location of supplies. Nurses will be trained and current on PMAB.

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2. Nurses will work as helping hands according to call off order in Appendix B.

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3. The Medical Center will make reasonable efforts not to regularly require a nurse to work as helping hands on more than one unit per shift.

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**19.6 Temporary Work While On Layoff** - The Medical Center shall maintain a list of all nurses on layoff according to seniority. The most senior qualified nurse on this layoff list shall be offered first opportunity to perform available temporary work, if the nurse requests such opportunity, until such time as the nurse withdraws such request. Such preferential opportunity will be offered in accordance with the procedures of the following subparagraphs:

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A. Offers of such work will be made by telephone.

B. If the offer of available work is for work in his or her former job, shift and unit, and the nurse declines the offer, the nurse will be treated as having withdrawn the request for such preferential opportunity until the following week. For purposes of this paragraph, a week is from 0001 on Sunday through 2359 on Saturday.

C. The nurse may decline the offer of available work if it is different from his or her former job, shift and unit, and retain the same position on the layoff list. Alternatively, the nurse may accept the offered work if it is different from his or her former job, shift and unit, and shall still be considered to be on layoff for purposes of future recall rights under the next paragraph.

D. If the Medical Center cannot reach the nurse by telephone or the nurse declines the offer, the Medical Center may offer such work to the remaining qualified nurses on the layoff list, in accordance with this paragraph, in order of seniority.

E. When the Medical Center cannot reach a nurse by telephone to offer such work, (1) the nurse's preferential opportunity under this paragraph will continue with respect to temporary work which becomes available in the subsequent days of the week, if such work has not previously been offered to and accepted by another nurse, and (2) no more than a week of a particular job, shift and unit will be offered to other nurses until the Medical Center has tried on a subsequent day to reach the nurse to offer the following week(s) of such work.

F. After the above procedures, as applicable, have been followed, nothing in this Agreement shall preclude the Medical Center from offering temporary work to any nurse.

**19.7 Insurance While On Layoff** - The Medical Center will pay its share of the insurance premium for a nurse on the layoff list, for the remainder of the calendar month in which the layoff occurs and the immediately following calendar month. Otherwise, the nurse will not accrue any benefits while on layoff.

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**19.8 Effect of Long Term Layoff** - If a nurse has been on the layoff list and has not performed available nursing work for twelve (12) months, the nurse's seniority and reemployment rights will terminate.

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## ARTICLE 20 - REDUCTION IN FORCE

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

**20.2** For purposes of this article, "qualified" means that the nurse is able to be precepted on site at The Medical Center up to six weeks of assuming the new role or position.

**20.3** If the Medical Center determines that a reduction in force as defined in Section A

of this article is necessary, a minimum of 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.

**20.4** 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 (including requests for voluntary layoff), reduction of the scheduling of intermittently employed nurses, 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.

**20.5** 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 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.

**20.6** Upon notification to the impacted nurse or nurses on the unit or units The Medical Center will displace the nurses in the following manner. Where more than one nurse is to be impacted in a unit or units, the impacted nurses will progress through each step of the process as a group so that the nurse or nurses with the most seniority will have the first choice of displacement options and progress in a manner so that the nurse or nurses with the least seniority will have the least options. The nurse or the nurses with the least seniority as defined in Article 19 among the nurses in the shift or shifts of the patient care unit or units where such action occurs, will be displaced from his/her position provided that the nurse or nurses who remain are qualified to perform the work. The displaced nurse or nurses whose position is taken away will become the displaced nurse or nurses for the purposes of the following subsections and will then have the following options:

- A. Any initially displaced nurse may choose to fill a vacant position in the bargaining unit if he or she is qualified for that position.
- B. Any initially displaced nurse may, within seven (7) calendar days of his or



her notification of the layoff, choose to accept layoff with severance pay in lieu of further layoff rights or options. Such severance pay will be based on the 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 wages available to non-represented employees with the same number of years of service as the nurse. In order to receive severance payments, the nurse will be required to sign The Medical Center's standard severance agreement that includes a release of all claims (including the right to file any grievance relating to the nurse's selection for layoff). Any nurse who chooses severance (including a nurse who chooses severance and then refuses to sign the severance agreement) forfeits any further rights under this Article. Severance is not available to nurses who become displaced due to the application of the "bumping rights" described below.

C. If he or she does not accept severance, the displaced nurse or nurses will take the position of the least senior regular nurse in their same patient care unit or units, regardless of shift, provided he or she is qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or

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

E. The displaced nurse will be laid off.

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

**20.8** Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off is/are qualified to perform the work of the recall position. A displaced nurse under any of the preceding sections or subsections of this article, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and/or cluster, in order of their seniority. Such recall rights continue for up to twelve (12)

months from date of displacement. It is the responsibility of the displaced nurse to provide The Medical Center with any changes in address, telephone number or other contact information. If the displaced nurse fails to provide The Medical Center with such changes and The Medical Center is unable to contact him or her with available contact information, he or she forfeits any recall rights.

**20.9 Workforce reorganization.** A workforce reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or decreases in FTE status among bargaining unit members, and changes of positions within a seniority pool. Prior to implementing a workforce reorganization, the Medical Center will provide the Association a detailed tentative reorganization plan at least forty-five (45) days in advance of the scheduled implementation date. The Medical Center shall, upon demand by the Association, bargain the impact of the work force reorganization. In the event a unit reorganization involves reductions in FTEs, the reduction in force procedures outlined in this Article 20 shall be followed.

## ARTICLE 21 - PAID TIME OFF

Paid time off is a plan to give each Registered Nurse more leisure time off with pay. In comparison with the traditional vacation, holidays, and pay for sick days, paid time off provides paid days for a nurse to use as he or she wishes, plus additional protection for extended absences due to illness or injury.

The following provisions apply to nurses employed on or before April 19, 2011:

**21.1 Paid Time Off** - Time off with pay for vacations, holidays, sickness, personal emergency or other reason is called paid time off. Paid time off has two parts--paid time off (PTO) hours and Extended Illness Time (EIT) hours.

### 21.2 Paid Time Off (PTO) Accrual

A. A nurse accumulates PTO hours each pay period starting with the first hour of work. However, no nurse is entitled to payment for, or use of, accrued PTO hours until completion of the introductory period, except in cases of mandatory low census (if requested by the nurse).

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B. 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. PTO benefit hours will also accumulate during the unpaid hours of a shift which has been canceled. However, there is no PTO accrual for not worked on-call time (standby), or for PTO that is "cashed out" on termination. Notwithstanding the prior provisions, a nurse will not accrue PTO on any hours above 2,080 per year.

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C-1. Through January 4, 2020, all full time and part time Nurses employed on or

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before April 19, 2011 will accrue PTO as follows:

Continuous employment	Accrual Rate	Annual accrual based on 2,080 hours	Maximum accrual
Less than 5 years	.09231	192	288
At least 5 but less than 10 years	.10769	224	348
At least 10 but less than 15	.12307	256	408
15 or more years	.13461	280	408

C-2. For nurses hired after April 19, 2011:

Through January 4, 2020, all full time and part time Nurses hired after April 19, 2011 will accrue PTO as follows:

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

C-3. Effective with the pay period beginning January 5, 2020, regular nurses with a full-time equivalent (FTE) status of at least 0.5 will accrue PTO as follows:

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

\*The number of hours is based on 80 hours per pay period.

\*\*Based on a full-time (1.0 FTE) nurse

Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1 ½) times the applicable annual accrual set forth above, which is not prorated for nurses whose FTE status is less than 1.0.

**C-4. Accrual:** Effective with the pay period beginning January 5, 2020, regular nurses with a FTE status of 0.9, which includes those with work schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, will accrue PTO as follows:

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

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

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

B.

**PTO Use.** Accrued PTO may be used in the pay period following the pay period when accrued. PTO will be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off:

1. When a nurse is on a mandatory day off; or
2. For military leaves of absence under federal leave laws.

3. Through January 4, 2020, PTO may be used in addition to receiving workers' compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers' compensation benefits that does not exceed two-thirds (2/3) of the nurse's straight-time pay for the missed hours.

4. Effective January 5, 2020, to supplement short-term disability and paid parental leave pay to 100 percent of base pay as long as PTO is available.

5. PTO may not be used when the nurse is eligible for Medical Center

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Deleted: 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.

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compensation in connection with paid bereavement leave, jury duty, witness service, or EIT.

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

1. Upon termination of employment, and, in cases of resignation, if the nurse has also provided two (2) weeks' notice of intended resignation;
2. Upon changing from benefit-eligible (FTE 0.5-1.0) to non-eligible status (FTE less than 0.5).

**21.3 Scheduling Time Off** - Scheduled PTO or unpaid time off shall be scheduled in accordance with the scheduling procedures. 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 PTO, in accordance with [this article](#).

**21.4 PTO Request Procedure** - Requests for PTO or vacation should be inclusive of the entire block of time the nurse is requesting. The nurse will only need to use PTO equivalent to their FTE.

**A.** The number of nurses who may be on pre-scheduled time off at one time is defined at the unit level.

**B.** Should the Medical Center be unable to find adequate coverage for a nurse's requested PTO or requested 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 of fifteen (15) days.

**C.** A decision to grant or deny a request will be made before the schedule's posting deadline. The response will be in writing. Failure to respond to the request before the schedule's posting deadline shall be considered approval.

**D.** 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 unit level staffing needs will not allow all such nurses to take this time off, the nurse(s) with the higher seniority will be given preference. Where the time off requested is for New Year's Day, Thanksgiving, or Christmas, a nurse who received that holiday off in the previous year may not use the preference provided for in the preceding sentence.

**E.** If a nurse is denied requested time off but is able to find coverage after posting of the schedule and provides the nurse's manager with written commitment from the other nurses of such coverage, the nurse shall be granted

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the time off. Trades will be granted when they do not incur additional overtime or other premium pay, and staffing levels and skill mix must be maintained. All other requests for trades will be reviewed at manager discretion.

F. PTO will be granted only if the nurse will have sufficient amount of PTO by the time of the requested dates. PTO requests shall not be converted to requests for unpaid time off, unless with manager approval, provided that previously approved time off will not be rescinded if the nurse's shortage of PTO is a direct result of PTO taken for MDO.

G. Once a time off request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse.

**21.5 PTO Priority Requests** - When a PTO request for a block of seven (7) consecutive calendar days or more is 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 requested dates, the request shall be considered a priority request.

A. Nurses will indicate that a request is a priority request by email notification to the manager.

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.

C. The Medical Center will inform the nurse no later than thirty (30) days after receiving the priority request whether the requested PTO will be granted or denied. Failure to respond to the request within the 30 days shall be considered a grant of the request. If the priority request is denied, the nurse can resubmit a request within 7 days for a similar but different time frame and still have it be considered a priority request under this clause.

D. If more nurses make priority requests under this paragraph for the same days than can be accommodated consistent with the unit's core staffing level, the request(s) received on the earliest date will be given preference, except that, in the case of requests received on the same date, the nurse with the most seniority will be given preference. Such seniority preference may not be exercised more than once in any two (2) consecutive calendar years.

E. Nurses may not priority request the same holiday off in a two year cycle.

**21.6 Holidays** The Medical Center shall make a good faith effort to rotate holiday work. Units will develop guidelines that provide for the fair and just rotation of the scheduling of shifts on the holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day). Units may opt to post the schedule for the scheduling periods that include Thanksgiving, Christmas Day, and New Years Day

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at the same time. If units combine these scheduling periods, they will be considered as one scheduling period with PTO request deadlines being based on the deadline for the first scheduling period.

In a unit 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:

A. A nurse will not be required to use PTO if (1) the nurse works in a unit that is normally scheduled only Monday through Friday; (2) the unit is closed for the holiday; and (3) the Medical Center places the nurse on standby for the holiday.

B. Full-time nurses who normally work a five (5) day a week position, and who do not normally work on holidays, may request PTO on such holiday.

C. 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.

D. Being on standby call on the holiday will not affect PTO eligibility under this section.

**21.7 Conditions For Paid Time** - All scheduled or unscheduled PTO hours taken shall be with pay. All scheduled or unscheduled time off taken by a nurse, except to the extent specified to the contrary below, shall be paid time off.

**21.8 Taking Unpaid Time Off** - An RN can take only the following time off, if desired, without pay,

1. Leaving early (with supervisory approval).
2. Supervisory reduction in force (temporary layoff, shift cancellation or layoff for part of shift).
3. Time spent in collective bargaining negotiations.

**21.9 Finding Replacements** - Any nurse exercising her/his option to find an acceptable replacement for a scheduled shift (and who does not merely trade shifts with the replacement employee during the same work week) will take PTO pay for this time off and such trade cannot result in overtime or other premium payments.

**21.10 PTO Accrual and Shift Cancellation** - A nurse 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 shift cancellations or layoffs for a portion of a shift, the nurse will continue to accrue PTO and EIT hours for the canceled hours in the shift. The nurse shall have the option of taking such canceled hours as unpaid time off or PTO. Through December 31, 2019, if the

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nurse chooses to take these canceled hours of a shift as PTO, 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.

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**21.11 Computation of PTO Pay** - Compensation for PTO hours will be at the straight-time rate of pay.

A. For nurses not in variable shift positions, it will include shift differentials or other sorts of premium pay (e.g., Charge nurse pay) for those nurses regularly working more than eighty percent (80%) of their time on shifts or in jobs which receive such premium pay.

B. For nurses in variable shift positions, the only premium rate that will be included in PTO pay will be certification premium which would have been payable to the nurse if the nurse had worked such hours. However, at the beginning of each calendar year, the Medical Center will determine the percentage of the nurse's time worked during the preceding calendar year on shifts for which shift premium or a special job premium (Charge nurse) was paid. If the percentage is more than eighty percent (80%) of their time on shifts or in jobs which receive such premium pay, then a supplemental payment will be issued for such premium pay, as applicable, for PTO taken during the preceding calendar year.

**21.12 PTO Benefit Year** - The paid leave benefit year will commence January 1 of each year and end December 31 of each year. There shall be no minimum number of PTO days which a nurse must take each benefit year.

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**21.13 Extended Illness Time (EIT) Defined** - 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, 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 illnesses of less than twenty-four (24) working hours following a waiting period of 24 consecutive scheduled working hours. 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. The accrual and computation of pay conditions for EIT hours are the same as for PTOs (see Sections 21.2 and 21.11).

**21.14 EIT Accrual** ~~Through January 4, 2020, for every hour paid, 0.027 EIT hours are accumulated by nurses with an FTE of 0.6 or higher.~~ This amounts to approximately seven (7) days per year for full-time employees. EITs can accumulate to a maximum of 720 hours, or ninety (90) days. Effective with the pay period that begins Sunday, Jan. 5, 2020, no further EIT accruals will occur. All existing EIT accruals for then-current nurses shall be frozen as of that date and shall be placed in an Extended Illness bank for each respective nurse. Nurses hired on or after January 1, 2020 will not accrue or participate

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## 21.15

**a. EIT Use (through January 4, 2020)- Effective through January 4, 2020,** any nurse utilizing EITs will be required to provide a physician's statement to the Medical Center which details the beginning and ending dates of the disability due to accident or illness, and the nature of the disability, to be eligible for EIT payments. For nurses employed on or before April 19, 2011, those eligible for first day use of EITs must provide such a physician's statement for such disabilities lasting three or more days.

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**b. EIT Use (January 5, 2020 - December 31, 2021):** Effective Jan. 5, 2020 and for a period of two (2) years (until December 31, 2021), accrued EIT may be used for the following purposes:

1. Top-up short-term disability pay to 100%
2. Top-up paid parental leave pay to 100%
3. Top-up Workers' Compensation pay to 100%
4. Use to care for a family member when out on an approved FMLA, after a waiting period of missed work that is equal to the short of the equivalent of three (3) regularly scheduled work shifts or twenty-four (24) scheduled hours.
5. For absences shorter than seven (7) day, EIT can be used as described in D.1. above.
6. For absences longer than seven (7) days, EIT can be used for scheduled shifts missed during the 7-calendar day waiting period for short-term disability benefits (regardless of whether STD is approved or denied).

**21.16 Other Leaves** - PTO and EIT hours are paid leave hours designed to substitute for sick leave, vacation and holidays. Educational leave, unpaid medical or personal convenience leaves of absence, bereavement leave, jury duty and witness leave, and so forth, shall continue to be available to nurses, and administered by the Medical Center as in the past, according to the provisions of this Agreement.

**21.17 Cashout of PTO on Termination** - Upon termination of employment, a nurse shall be paid for all unused accrued PTO, at the nurse's straight-time rate of pay, including premium pay when applicable. A nurse shall not be reimbursed for unused days in the Extended Illness Time.

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**21.18 Workers' Compensation** - Effective January 5, 2020, PTO may also be used in addition to receiving workers' compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers' compensation benefits that does not exceed 100 percent of the nurse's base pay.

**21.19 Effect of PTO/EIT Payment** - Once PTO or EIT is paid to a nurse, it will not be transferred back to the nurse's PTO or EIT account.

21.20 Short-Term Disability and Paid Parental Leave - Providence will provide a short-term disability and paid parental leave benefit effective with the pay period beginning Sunday, January 5, 2020. Short-term disability and paid parental leave will be paid at 65% of the employee's base rate of pay plus shift differential plus certification premium, if applicable. Participation shall be subject to specific requirements outlined in the HR policy and timely submission of required documentation to the benefit/leave administrator.

## **ARTICLE 22 - LEAVES OF ABSENCE**

Nurses will be eligible to participate in the Medical Center's leave of absence policy then in effect. If, during the term of this Agreement, the Medical Center intends to change the leave of absence policy as it affects nurses, it will give the Association 30 days' written notice and meet, if requested.

## **ARTICLE 23 - BEREAVEMENT LEAVE**

The Medical Center will provide up to three (3) days' paid leave to a nurse for time lost from scheduled days of work for purposes related to the death of a member of the immediate family (provided that the leave is taken within a reasonable time of the family member's death). Immediate family is defined as a spouse, sister, brother, daughter, son, stepchild, mother, father, grandparent, grandchild, mother-in-law, father-in-law, spouse of the nurse's child, or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships. Bereavement leave will also be available in situations where a legal guardianship exists.

## **ARTICLE 24 - EMPLOYMENT STATUS**

**24.1 Discipline.** The Medical Center shall have the right to suspend, discharge and discipline nurses for proper cause. Disciplinary action may include verbal warning, written warning, or discharge. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these disciplinary steps. Disciplinary action will be conveyed in a private manner. After four (4) years, if no further disciplinary action is applied, the employee may submit a written request seeking that written disciplinary notices be removed from their file. Any removal of material from the personnel file shall be at the sole discretion of the CNO and HR Director.

**24.2 Individual Work Plans.** Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work plans will outline job requirements, performance expectations, and objectives. The Medical Center will seek input from a 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. If a plan is in place and there is a significant change in circumstances (e.g.,

significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

**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.

**24.4 Exit Interview.** A nurse shall, if he or she so requests, be granted an interview upon the termination of the nurse's employment.

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

**24.6 Mandatory Education.** The Medical Center shall make reasonable efforts to provide nurses with adequate time within their normal full-time equivalency to accommodate mandatory education. Nurses shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual nursing evaluation during regularly scheduled shifts. A nurse who is finding it difficult to find adequate uninterrupted time away from patient care duties to complete mandatory education or the nursing evaluation may bring this difficulty to the attention of his or her manager and/or nursing supervisor. The nurse and the manager will then work together to schedule a reasonable amount of paid time away from patient care, consistent with patient care needs, for the nurse to complete the education or evaluation. This may include during periods of low census, with the approval of the nurse's manager and/or nursing supervisor.

## **ARTICLE 25 - CHANGES DURING TERM OF AGREEMENT**

All matters not covered by this Agreement shall be administered by the Medical Center on a unilateral basis, pursuant to its management rights, during the term of this Agreement without further collective bargaining with the Association; provided that if the Medical Center is considering making a change in any such matter, which involves a mandatory subject of collective bargaining, and which would have a significant adverse impact on unit nurses, the Medical Center will offer to negotiate with the Association about such change prior to implementing it.

## **ARTICLE 26 - MODIFICATION**

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.

**Deleted:** Subject to the reopener provision in Section 11.11 of this Agreement, n

## ARTICLE 27 - SAVINGS CLAUSE

Should any provision of this Agreement become invalid under any Federal or State law or final judicial or administrative agency determination, the provision or provisions so affected shall either be automatically conformed to the requirements of law, or renegotiated by the parties, and this Agreement shall otherwise continue in full force and effect.

## 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, 2021 and shall be automatically renewed from year to year thereafter 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of May 1, 2019.

## APPENDIX A - WAGE RATES

The following are the step rates of pay of all nurses employed under the terms of this Agreement. The rates set forth in the chart below will take effect the first full pay period that contains the date listed.

Effective upon the pay period including 1/1/2019: 2.75% across the board increase.

Effective upon the pay period including 1/1/2020: 2.5% across the board increase.

Effective upon the pay period including 1/1/2021: 2.5% across the board increase.


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Once a nurse is placed at a step, movement to the next step will be as follows:

A nurse will be eligible for the 1, 2, 3, 4, 5, or 6 year steps after one (1) year at the immediately preceding step.

1. A nurse will be eligible for the 8-year step after completion of eight (8) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 6-year step, whichever occurs sooner.
2. A nurse will be eligible for the 9-year step after completion of nine (9) consecutive years of employment by the Medical Center as a nurse, or after completion of one (1) such year at the 8-year step, whichever occurs sooner.
3. A nurse will be eligible for the 10-year step after completion of ten (10) consecutive years of employment by the Medical Center as a nurse, or after completion of one (1) such years at the 9-year step, whichever occurs sooner.
4. A nurse will be eligible for the 12-year step after completion of twelve (12) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 10-year step, whichever occurs sooner.
5. A nurse will be eligible for the 13-year step after completion of thirteen (13) consecutive years of employment by the Medical Center as a nurse, or after completion of one (1) such years at the 12-year step, whichever occurs sooner.

6. A nurse will be eligible for the 15-year step after completion of fifteen (15) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 13-year step, whichever occurs sooner.

7. A nurse will be eligible for the 16-year step after completion of sixteen (16) consecutive years of employment by the Medical Center as a nurse, or after completion of one (1) such year at the 15-year step, whichever occurs sooner.

8. A nurse will be eligible for the 18-year step after completion of eighteen (18) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 16-year step, whichever occurs sooner.

9. A nurse will be eligible for the 20-year step after completion of twenty (20) consecutive years of employment by the Medical Center as a nurse, or after completion of two (2) such years at the 18-year step, whichever occurs sooner.

10. A nurse will be eligible for the 21-year step after completion of twenty-one (21) consecutive years of employment by the Medical Center as a nurse, or after completion of one (1) year at the 20-year step, whichever occurs sooner.

11. The nurse will be eligible for the 22-year step if the nurse has completed at least one (1) year at the 21-year step.

12. A nurse will be eligible for the 25-year step after completion of at least three (3) years at the 22-year step.

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:

Full-time nurses (as of the paydate): \$1,200

Part-time nurses (as of the paydate): \$750

#### A. SHIFT PREMIUMS

1. Nurses scheduled for evening or night shift shall be paid, in addition to their applicable rates shown above, the following shift premium:

Effective on the Ratification Date of this Agreement

Evening shift: \$2.65

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Night shift:

\$5.85

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2. Nurses are deemed to be scheduled (including when added to the schedule to work extra shifts) for day, evening, or night shifts according to the following:

Shift Majority of Scheduled Hours are Between:

Day 7 a.m. and 3 p.m.

Evening 3 p.m. and 11 p.m.

Night 11 p.m. and 7 a.m.

Nurses will receive the shift differential for their scheduled shift in the event of mandatory or voluntary MDO hours

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.

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 daily overtime hours shall be the higher of (a) the shift differential of the nurse's scheduled shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be 7 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.

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 noon and 10:00 p.m., and shall receive night shift premium for hours worked between 10:00 p.m. and 7:00 a.m.

**B. CERTIFICATION PREMIUMS.** A nurse who meets the requirements of this section shall receive a \$2.50 per hour certification differential.

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1. The nurse must have a current nationally recognized certification on file with the Medical Center, as specified below, for the area where the nurse is permanently assigned:

Peri-op Services

CAPA®	Certified Ambulatory Perianesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CPAN®	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
RN-BC	Pain Management Nurse	ANCC
CGRN	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
RN-BC	Gerontological Nurse	ANCC
CNOR®	Certified Nurse Operating Room	Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing)
CWS	Certified Wound Specialist	American Academy of Wound Management

#### Recovery (in addition to Peri-op Certification list)

<u>CCRN</u>	<u>Critical Care Registered Nurse (Adult, Neonatal, and Pediatric Acute)</u>	<u>American Association of Critical Care Nurses Certification Corporation</u>
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#### Critical Care

CCRN	Critical Care Registered Nurse (Adult, Neonatal, and Pediatric Acute)	American Association of Critical Care Nurses Certification Corporation
RN-BC	Pain Management Nurse	ANCC
RN-BC	Gerontological Nurse	ANCC
CVRN-Level I	Cardiovascular (Ed, Telemetry, & Stepdown)	American Board of Cardiovascular Medicine
CVRN-Level II	Cardiovascular (CCU/CVICU and Cath lab)	American Board of Cardiovascular Medicine
SCRN	Stroke Certified Registered Nurse	American Board of Neuroscience Nursing



## Emergency Department

CEN®	Certified Emergency Nurse	Board of Certification for Emergency
RN-BC	Pain Management Nurse	ANCC
RN-BC	Gerontological Nurse	ANCC
SANE-P	Sexual Assault Nurse Examiner-Pediatric	Forensic Nurse Certification Board
SANE-A	Sexual Assault Nurse Examiner-Adult	Forensic Nurse Certification Board
CPEN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)
CVRN-Level I	Cardiovascular (Ed, Telemetry, & Stepdown)	American Board of Cardiovascular Medicine
SCRN	Stroke Certified Registered Nurse	American Board of Neuroscience Nursing

## Medical/Surgical

CMSRN®	Certified Medical-Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
RN-BC	Medical-Surgical Registered Nurse	ANCC
OCN®	Oncology Certified Nurse	Oncology Nursing Certification
ONC®	Orthopedic Nurse Certified	Orthopedic Nurses Certification
RN-BC	Pain Management Nurse	ANCC
RN-BC	Pediatric Nurse	ANCC
CWOCN®	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
RN-BC	Gerontological Nurse	ANCC

CVRN- Level I	Cardiovascular (Ed, Telemetry, & Stepdown)	American Board of Cardiovascular Medicine
CWS	Certified Wound Specialist	American Academy of Wound Management
SCRN	Stroke Certified Registered Nurse	American Board of Neuroscience Nursing

#### BirthPlace

RNC-LRN	Low Risk Neonatal Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
RNC-OB	Inpatient Obstetric Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
RNC-MNN	Maternal Newborn Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
C-EFM	Electronic Fetal Monitoring	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
IBCLC	International Board Certified Lactation Consultant	International Board of Lactation Consultant Examiners

#### IV Therapy

VA-BC	Vascular Access-Board Certified (VA-BC)	Vascular Access Certification Corporation (VACC)
CRNI	Certified Registered Nurse Infusion	The Infusion Nurses Certification Corporation

#### Day Surgery

CRNI	Certified Registered Nurse Infusion	The Infusion Nurses Certification Corporation
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#### Child and Adolescent Psychiatric Unit

RN-BC	ANCC Psychiatric- Mental Health Nursing	ANCC
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2. Only one certification and one certification differential will be recognized at a time for the purposes of this section.

3. If a certification referred to above is no longer offered, the Medical Center may, in its discretion, specify a substitute certification; provided, however, there shall not be less than one certification recognized for each area.

DC. **WEEKEND PREMIUM.** For weekend work, the nurse will be paid a weekend differential of \$1.35 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 1745 ~~1500~~ (effective on ratification) on Friday but no later than 1559 on Sunday ~~0600 on Monday~~. This section replaces all other weekend bonus provisions which may have been in existence before this section's effective date.

#### ED. **EXTRA SHIFT PREMIUM**

1. A nurse will be paid a premium of \$15.50 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. Employees may split a shift as long as the total shift is covered. The following regularly scheduled hours not worked will also be counted for "hours worked" in the week.

(a.) Hours because of stay home time whether at the request of the Medical Center or nurse.

(b.) Hours placed on call at the request of the Medical Center or nurse due to low census.

(c.) Any time taken as paid time off including but not limited to EIB, PTO, jury duty, bereavement, paid educational days, or mandatory inservice meetings.

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In determining eligibility for this premium, "hours worked" will not include working as a result of trades.

2. Each nurse shall receive a ~~written confirmation~~ when a shift is granted ~~statement signed by the nurse director or staffing coordinator indicating what shift/hours will qualify for the extra shift premium.~~
3. If extra shift hours qualify for overtime, the extra shift hours will be compensated at the applicable overtime rate, according to applicable federal wage and hour laws.
4. A nurse who is placed on standby call while working on a shift that qualifies for the extra shift premium will be paid the applicable call-back rate as well as the extra shift premium for all hours worked on the extra shift as a result of a call-back.
5. ~~This section replaces all other bonus rates for working extra shifts which may have been in existence before this section's effective date.~~

#### APPENDIX B - DETERMINATION OF LOW CENSUS/ON CALL FOR MANDATORY DAY OFF (MDO)

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A. The Charge ~~nurse~~ determines how many nursing staff members are needed to work on the next shift in the unit based on the unit-level staffing plan.

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B. The Charge nurse then determines who will be placed on low census/on call using the following sequence:

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1. Non-guaranteed per diem Agency nurses.
2. Share Care Nurses.
3. Nurses whose work would be payable at double time.
4. Nurses whose work would be payable at extra shift premium.
5. Nurses whose work would be payable at overtime.
6. **Volunteer request for low census.**—Lists of requested voluntary low census are maintained electronically or through the agreed upon process at the unit level, 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 give

the low census, based on the determination to the stand**by** needs for the department. Where multiple requests are received for the same status of voluntary low census, the earliest request(s) will be given preference and the order will be viewable by nurses, provided that a nurse on the same department is qualified to perform the work of the nurse given the time off.

- (a.) The Medical Center will make its best effort to select accurately among volunteers for low census. The parties agree, however, that no grievance may be filed about disputes between two or more volunteers for low census.

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7. Guaranteed agency nurses, including travelers. Travelers who have already been called off to the maximum of their contract can work on their assigned unit in addition to the home staff determined by call off order and census; a traveler cannot displace home unit staff.

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8. Per Diem nurses.

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9. Part time nurses who are working above their FTE.

10. Part time/full time nurses on the posted schedule with the least recent low census/standby/or accumulated hours totaling a full shift (including credit for mandatory floating).

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C. Situations that alter the order of shift cancellation are:

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 been previously assigned to a nursing student or new hire, resuscitation nurse, or other specialty nurse.
2. If a Helping Hands nurse is needed in another unit. The charge nurse making the staffing determination follows this decision algorithm:

BEFORE SHIFT START:

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 low census date is to work as helping hands.

b. If none of the nurses being put on standby/low census are mandatory helping hands, then the mandatory helping hands nurse with most recent low census 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.

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#### AFTER SHIFT START:

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

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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 low census 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:

e. 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 low census date can work as helping hands in another unit.

f. 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).

g. No nurse may be utilized as helping hands on another unit until the end of the four month period if full-time or six month period if part-time following orientation (either as new hire or new to specialty).

h. 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/low census 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 any unit will be used in the selection of the nurse who will work as helping hands.

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D. When there is low census and a nurse is subject to MDO, then in one of the following ~~two~~ three (3) categories will apply:

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1. Full low census (stay home). The nurse is not obligated to the Medical Center for that shift.
2. Standby/On call. The nurse is obligated to report to work within 45 minutes (30 minutes for Surgical Services) when called in.
3. Partial Day Low Census. The nurse is assigned to partial day low census either with or without standby and is scheduled to report to work for a portion of the scheduled shift.
  - (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. If the nurse is called in during the standby portion of the shift, the nurse shall receive call back pay for all hours worked as a result of being called in.
  - (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.

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#### **ADDITIONAL INFORMATION:**

A. Each department will continue to maintain a low census book.

B. Each nurse is responsible for keeping track of his/her own low census time and for verifying the accuracy of the same on the low census book of the department where the nurse is scheduled to work. The Medical Center will not be responsible for any lost pay or other financial consequences that result from a nurse's failure to (1) timely

question any incorrect decision to low census, or (2) verify the accuracy of the nurse's hours not worked on the low census book.

C. Partial-shift low census hours can be accumulated towards a full-shift stay home. Hours will be noted on the department's [low census book](#). When those hours add up to the length of the nurse's [regularly scheduled shifts](#), the nurse will be credited with a [low census](#) day. Hours accumulated in excess of nurse's regular shift length are carried over to the next month. A nurse who is required to float to a different department will receive a credit for 100% of the hours in which the nurse was floated as [low census](#) time. Each nurse is responsible for keeping track of his or her float hours and for verifying the accuracy of [their low census hours](#).

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D. Being on standby is the same as a [low census](#) day if the nurse is not called in. If called in, hours not worked are documented as [low census](#) hours.

E. [Low census](#)/standby rotation time is based on the nurse's prescheduled department.

F. The parties may discuss alternative methods for low census at the task force, and, if the parties reach agreement on an alternative method, will implement such method in place of the method described in this Appendix B.

### **APPENDIX C - HEALTH INSURANCE**

The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Medical Center's employees, provided, however, that the Medical Center agrees that the plan will have the following provisions in 2019, subject to the terms and conditions of the plans:

**Benefits Eligibility:** Any nurse who is in an assigned FTE of 0.5 FTE to 0.74 FTE will be considered part-time for the purposes of benefits. Any nurse who is in an assigned FTE of 0.75 or greater will be considered full-time for the purpose of benefits.

#### **A. Medical Benefit Design In-Network**

[NOTE – all charts have been updated to accurately reflect the 2019 medical plans]



In-Network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Annual deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
Annual out-of-pocket maximum (with deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
Preventive Care	No charge	No charge
Primary Care Provider visits (non-preventive)	\$20 copay	10% after deductible
Specialist visits (non-preventive)	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Lab and x-ray	20% after deductible	20% after deductible
Alternative care (chiropractic, acupuncture)	20% after deductible  Combined 12 visit limit per calendar year; all therapies	Tier I, Tier II: 20% after deductible  Combined 12 visit limit per calendar year; all therapies
Naturopathy	Covered as Specialist	Covered as Specialist
Outpatient behavioral health care providers	No charge	No charge after deductible
Outpatient hospital/surgery facility fees (except hospice, rehab)	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Inpatient hospital facility fees, including behavioral health	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
Hospital physician fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after

		deductible
Emergency room (waived if admitted)	\$250 copay	20% after deductible
Urgent Care professional fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Pre-natal as Preventive Care	Tier I, Tier II: No Charge	Tier I, Tier II: No Charge
Delivery and Post-natal Provider Care	Tier I, Tier II: No Charge	Tier I: 10% after deductible Tier II: 20% after deductible
Maternity Hospital Stay and Routine Nursery	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible

#### B. Medical Premiums

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

Level of Benefit	Health Reimbursement Medical Plan		Health Savings Medical Plan	
	2018	2019	2018	2019
Full Time				
Employee Only	\$11.80	\$12.60	\$0.00	\$0.00
Employee and child(ren)	\$23.10	\$24.70	\$11.30	\$12.00
Employee and Spouse/ABR	\$31.30	\$33.50	\$19.55	\$20.00

Employee and Family	\$43.10	\$46.10	\$30.85	\$32.00
<b>Part Time</b>	<b>2018</b>	<b>2019</b>	<b>2018</b>	<b>2019</b>
Employee Only	\$24.65	\$26.15	\$12.35	\$12.50
Employee and child(ren)	\$43.65	\$46.60	\$31.35	\$32.00
Employee and Spouse/Partner	\$56.45	\$60.20	\$44.20	\$45.00
Employee and Family	\$75.45	\$80.60	\$63.20	\$64.45

### C. Prescription Drug Design In-Network

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings Medical (HSA) Plan
Tier I Network Retail Pharmacies  (30-day supply)	Preventive: No charge  Generic: \$10 copay  Formulary brand: 20% of cost after deductible (maximum \$150 per Rx).  Non-Formulary brand: 40% of cost after deductible (maximum \$150 per Rx)	Preventive: No charge  Generic: 10% after deductible  Formulary brand: 20% of cost after deductible (maximum \$150 per Rx)  Non-formulary brand: 40% of cost after deductible (maximum \$150 per Rx) after deductible
Tier II Network Retail Pharmacies:  (30-day supply)	Preventive: No charge  Generic: \$10 copay  Formulary brand: 30% of cost after deductible (maximum \$150 per Rx).  Non-Formulary brand: 50% of cost after deductible (maximum \$150 per Rx)	Preventive: No charge  Generic: 10% after deductible  Formulary brand: 30% of cost after deductible (maximum \$150 per Rx)  Non-Formulary brand: 50% of cost (maximum \$150 per Rx)
Mail order (90-day supply)	3x retail copay	3x retail copay
Specialty (30-day supply) from Plan designated pharmacy network providers	20% after deductible (maximum \$150 per Rx)	20% after deductible (maximum \$150 per Rx)

#### D. Medical Savings Account

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

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Earned health incentive contribution  Note: Amounts are prorated for nurses hired mid-year <a href="#">(on or after July 1)</a>	\$700 per person  \$1,400 max per family	\$700 employee only  \$1,400 if covering dependents
Annual in-network net deductible (deductible minus health incentive)	\$450 per person  \$900 max per family	\$800 employee only  \$1,600 if covering dependents
Annual in-network out-of-pocket maximum (with in-network deductible)	\$3,300 per person  \$6,600 max per family	\$3,000 employee only  \$6,000 if covering dependents
Annual in-network net out-of-pocket maximum (out-of-pocket maximum minus health incentive)	\$2,600 per person  \$5,200 max per family	\$2,300 employee only  \$4,600 if covering dependents

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

#### E. Coordination of Benefits.

The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2019.

#### F. Dental

Plan Feature	Delta Dental PPO 1500		Delta Dental PPO 2000	
	PPO Dentist	Premier and	PPO Dentist	Premier and

		Non-PPO Dentist		Non-PPO Dentist
<b>Diagnostic and Preventative</b>				
X-rays, Study Models	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.
Prophylaxis (cleaning),				
Periodontal Maintenance,				
Fissure Sealants,				
Topical Fluoride,				
Space Maintainers,				
Resin Restoration				
<b>Restorative</b>				
Fillings,	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Stainless Steel Crowns,				
Oral Surgery (teeth removal)				
Denture Insertion				
Treatment of pathological conditions and traumatic mouth injuries				
General Anesthesia	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Intravenous Sedation				
Endodontics	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoetomy				
<b>Major</b>				
Crowns, veneers or onlays, crown build ups,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Post and core on endodontically treated				

teeth,				
Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500 per person	\$1,500 per person	\$2,000 per person	\$2,000 per person
Annual Deductible	\$50	\$50	\$50	\$50
Per person				
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150
Orthodontia	Not covered		50% after \$50 lifetime deductible \$2,000 lifetime maximum	

#### G. Dental Premiums

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

Level of Benefit	Delta Dental PPO 1500		Delta Dental PPO 2000	
Full Time	2018	2019	2018	2019*
Employee Only	\$0.00	\$0.00	\$3.76	\$3.76
Employee and child(ren)	\$4.47	\$4.47	\$10.49	\$10.49
Employee and Spouse/Partner	\$7.45	\$7.45	\$14.98	\$14.98
Employee and Family	\$11.91	\$11.91	\$21.70	\$21.70

Part Time	2018	2019	2018	2019
Employee Only	\$4.96	\$4.96	\$8.72	\$8.72
Employee and child(ren)	\$10.92	\$10.92	\$16.94	\$16.94
Employee and Spouse/Partner	\$14.89	\$14.89	\$22.42	\$22.42
Employee and Family	\$20.84	\$20.84	\$30.63	\$30.63

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



#### H. Vision

Plan Feature	Vision Service Plan network providers
Eye Exam (every 12 months)	\$15.00 co-pay
Prescription Lenses (every 12 months)	
Single vision, lined bifocal and lined trifocal lenses	Covered in Full
Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating	Covered in Full
Polycarbonate lenses for dependent children	Covered in Full
Frame (every 24 months)	\$120 (or up to \$65 at Costco) and then 20% off any additional cost above \$120.
Contact Lens (every 12 months)	\$200 in lieu of prescription glasses

The \$200 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation) provided the nurse does not purchase glasses.

#### I. Vision Premiums.

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

Level of Benefit		
Full Time	2018	2019
Employee Only	\$3.11	\$2.96
Employee and child(ren)	\$5.60	\$5.32
Employee and Spouse/Partner	\$6.22	\$5.91
Employee and Family	\$9.33	\$8.86

Part Time	2018	2019
Employee Only	\$4.98	\$4.73
Employee and child(ren)	\$8.96	\$8.51
Employee and	\$9.96	\$9.46

Spouse/Partner		
Employee and Family	\$14.93	\$14.18

#### J. Working Spouse Surcharge

The nurses will participate in the working spouse surcharge on the same basis as the majority of the Medical Center's non-represented employees as follows: If the nurse's spouse has access to a medical plan through his or her employer, but waives that coverage and instead enrolls in a Providence medical plan, a \$150 monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in \$75 increments twice a month. The surcharge will not apply if the nurse's spouse:

1. Does not have coverage through his or her employer, is not employed or is self-employed.
2. Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage)
3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage)
4. Is a Providence benefits-eligible employee
5. Has employer-provided medical coverage with an annual in-network out-of-pocket maximum greater than \$6,600 for employee-only coverage and \$13,200 if covering dependents. The amount of the maximum may be adjusted annually, not to exceed the annually adjusted out-of-pocket limit under the Affordable Care Act or other measure as determined by the Plan in the event the Affordable Care Act is repealed during the term of the contract.

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## MEMORANDUM OF UNDERSTANDING - MEDICAL INSURANCE BENEFITS

Providence Willamette Falls Medical Center Hospital ("the Medical Center") and Oregon Nurses Association ("the Association") acknowledge and agree:

1. The Medical Center adopted a new plan design for medical, dental and vision insurance benefits for 2013, as set forth in Article 12 and Appendix C of the parties Collective Bargaining Agreement. That plan includes the option to select either a Health Reimbursement Account ("HRA") or a Health Savings Account ("HSA").
2. For the term of the collective bargaining agreement, The Medical Center will not make any significant or material changes in the medical, dental and vision insurance plan design with regard to (a) amount of the in-network net deductible (defined as deductible minus monetary contributions from The Medical Center for either the HRA or the HSA; (b) the percentage of employee premium contribution; (c) annual out-of-pocket maximums for in-network expenses; (d) amount of spousal surcharge. The spousal surcharge will be the only such surcharge in the medical and dental insurance plan.
3. For the term of the collective bargaining agreement, The Medical Center will not charge or create any significant or material newly contemplated never before charged fee for the medical, dental and vision insurance plans.
4. Should the Medical Center seek to change the required pre-requisite for earning the incentive for future plan years, it will seek the agreement of the Association prior to implementing a new HRA or HSA screening or requirement in the Health Insurance Task Force.

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

The parties acknowledge and agree that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Medical Center. The parties also acknowledge there is a shared interest in the assessment of whether anticipated cost increases/decreases are realized, and whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization.

The parties further acknowledge that Providence has the right and discretion to create a regional committee or task force to review the relevant data and to provide input and recommendations as to whether the current insurance program is achieving the goals of improved wellness of employees and reduction in associated costs.

The parties further agree that if there is a committee or task force established with employees at other Providence facilities in Oregon, up to 2 (two) representatives of the bargaining unit will be included in that task force.

**MEMORANDUM OF AGREEMENT - REGARDING CHARGE NURSES**

The Medical Center agrees that it will not challenge the bargaining unit status of Charge Nurses.

## **LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES**

The parties recognize and agree that it is a unique experience to work in Oregon as a nurse in an acute-care facility that adheres to the mission and core values of Providence. In recognition of that unique experience tied to the mission and core values of Providence, The Medical Center agrees that nurses who are otherwise in good standing with a separate Providence employer in Oregon and who have been laid off from such employment within the prior six months and who apply for an open position will be hired over other external applicants, provided that The Medical Center determines in good faith that such nurse is qualified for the job. For purposes of this Letter of Agreement, "good standing" includes: (1) the nurse has not received any corrective action within the previous two years; (2) the nurse has not received an overall score of "needs improvement" or lower at any time in the last two years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action from the time of the announcement of the layoff until the time of the nurse's application for employment.

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

## LETTER OF AGREEMENT - HEALTH CARE UNIT RESTRUCTURING

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

- A. A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units from another employer (either from another Providence employer or from outside Providence) to The Medical Center as defined in this Agreement.
- B. In the event of a health care unit restructure, The Medical Center will, if possible, give the Association 30 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. If The Medical Center cannot, in good faith, give 30 days' notice, it will give the Association as much notice as is practicable.
- C. The Medical Center will determine the number of positions that the restructured health care unit or units will have.
- D. In the event of a health care unit restructure, the nurses joining The Medical Center from the other employer will have their seniority calculated in accordance with Article 19. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The Association may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy with regard to health care unit restructuring with regard to giving The Medical Center nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.
- E. If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will be worked out by the Association and The Medical Center, but will generally adhere to the seniority and job posting provisions of Article 19 – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered

to other The Medical Center nurses consistent with Article 19.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at The Medical Center, those will be handled according to Article 20 – Reduction in Force.

G. The newly restructured unit or units at The Medical Center will comply with all other provisions of the contract including Article 14.

H. Nurses' wage rates will be set in accordance with the provisions of Appendix A, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than he/she was paid at the nurse's prior employer, The Medical Center will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Appendix A of the parties' collective bargaining agreement. If a nurse coming to the Medical Center from another employer is then currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on the Medical Center's clinical ladder program (if one then exists), based on The Medical Center's clinical ladder application schedule. This Agreement will only be binding for Providence nurses with a different Providence employer when a similar agreement with regard to health care unit restructuring exists between the Association and the other Providence employer



## **MEMORANDUM OF UNDERSTANDING - CROSS-TRAINING PROGRAM**

The parties agree to the following pilot program for cross-training nurses.

- A. The parties agree to continue the current voluntary cross-training program, including its criteria and requirements. A nurse is only considered to be cross-trained following the completion of the cross-training program, orientation to the shift and unit, and any other training necessary to take a full patient assignment in that unit. Nurses who currently float to different units as cross-trained nurses will continue to float as cross-trained nurses, but will be required to complete the new program once finalized.
- B. Upon completion of the cross-training program, each cross-trained nurse will receive a one-time bonus of \$500, payable within two pay periods following completion. To remain in the program, each cross-trained nurse will be expected to renew his or her required cross-training competencies each year. Upon renewing his or her competencies, the nurse will receive a bonus of \$250, payable within two pay periods following completion.
- C. Any cross-trained nurse who performs a minimum of 84 hours of work outside his or her regular department in a six-month period running from either July 1 through December 31, or from January 1 through June 30, will receive a bonus of \$500, payable within two pay periods following the end of the period.
- D. Floating as a Cross-Trained Nurse. Notwithstanding any other provision of Article 19 or Appendix B, the following provisions will apply to the floating of cross-trained nurses: Floating is voluntary for cross-trained nurses. If the cross-trained nurse is subject to low census, and another unit is unable to meet that need by offering work to unit nurses on MDO or MDO with standby, the nurse may float to another unit if needed. If the cross-trained nurse's unit is subject to low census, and there is a need for the cross-trained nurse in another unit that has been unable to meet that need by offering work under its availability list pursuant to Article 14.11(c) the cross-trained nurse may float out of his or her unit in lieu of low census for any nurse on that unit. If more than one cross-trained nurse on the unit agrees to float, such assignment will be decided on a rotating basis.
- E. In order to better ensure the success of the cross-training program, either party may raise any issues or concerns with the program at the ONA-PWPMC Task Force.

## MEMORANDUM OF UNDERSTANDING – LOW CENSUS

The parties agree on the importance of minimizing or lessening low census hours. Upon ratification of this Agreement, the parties agree to meet regularly during Nursing Task Force, starting by October 2019, to review low census data. During the meetings the group will be tasked with examining trends in voluntary and mandatory low census, reporting current actions units are taking towards reducing low census, and determining areas which may be in need of further action or attention.

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Commencing in June of 2020, low census data from the previous year (since ratification of this current contract) will be evaluated by the Medical Center and ONA, with facilitation by Federal Mediation & Conciliation Service, to determine future actions or any changes to the management of low census within the Medical Center, which may include development of a mandatory low census cap.

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## MEMORANDUM OF UNDERSTANDING -- STAFFING

The parties recognize a mutual interest in improving the effectiveness of electronic scheduling and the communication between the Medical Center's staff nurses, charge nurses and nurse leaders, and the central staffing office. For the term of this Agreement, each unit will post in the unit a printed copy of that unit's schedule as of the date the schedule is submitted to the central staffing office. The Medical Center will not be responsible for updating any printed copies of the schedule once posted, and it is the nurse's responsibility to check the electronic schedule. In the event of a conflict between a printed schedule and the electronic schedule, the electronic schedule will control, however language in Article 14.9 remains applicable to changes made to nurses' schedules after posting.

The Medical Center will provide training to nurses on the use of the electronic scheduling system.

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## **MEMORANDUM OF UNDERSTANDING – FLOAT POOL**

During the term of the Contract, the Medical Center will endeavor to establish a nursing float pool. The goal of the float pool will be to provide 24-hour coverage of adequately trained nurses. Float pool nurses will support staffing needs, accommodate fluctuating patient volumes and acuity, and prevent diversion or delays in patient care or admissions. Float pool nurses will be flexible in the support and resources that they provide, prioritizing patient and staff safety first. Float pool nurses will receive the same competency validation, and be subject to the same training and education requirements, as the nurses in the units to which they may be floated (e.g., ICU Consortium for ICU, etc.). In an event that a unit does not have sufficient staff to provide rest and meal breaks, float pool nurses may assist in providing rest and meal break coverage. Float pool nurses may be assigned to work in all Medical Center departments with the exception of the Operating Rooms and Intra-Partum assignments. All skills being equal, float pool nurses will bid for open shifts on an equal basis with all other unit nurses.

After one year of successful completion of the post-orientation role, float pool nurses may request in writing a one-time bonus up to the amount of \$2,000 (two thousand dollars) and an additional 8 (eight) hours of paid educational leave, subject to the terms of Article 15. The one-time bonus amount will be prorated based on actual hours worked (up to a maximum of 1,872 hours). Bonus eligibility is contingent upon meeting the following conditions:

1. — Acceptable performance evaluation; and
2. — No disciplinary action in the previous 12 (twelve) months.

Float pool nurses are not eligible to participate in the Cross-Training Program. In the event that a unit encounters MDO, float pool nurses will first be floated to another unit where there is need. If there is no need in another unit, float pool nurses will be subject to MDO in rotation with the nurses working on the unit to which they are assigned.

Contract Step	Lawson Step	Year 1 Rate (2.75% ATB)	Year 2 Rate (2.5% ATB)	Year 3 Rate (2.5% ATB)
Start	1	\$ 38.65	\$ 39.62	\$ 40.61
1 Year	2	\$ 41.24	\$ 42.27	\$ 43.33
2 Year	3	\$ 42.44	\$ 43.50	\$ 44.59
3 Year	4	\$ 43.89	\$ 44.99	\$ 46.11
4 Year	5	\$ 45.71	\$ 46.85	\$ 48.02
5 Year	6	\$ 47.67	\$ 48.86	\$ 50.08
6 Year	7	\$ 47.97	\$ 49.17	\$ 50.40
6 Year	8	\$ 47.97	\$ 49.17	\$ 50.40
8 Year	9	\$ 48.52	\$ 49.73	\$ 50.97
9 Year	10	\$ 48.80	\$ 50.02	\$ 51.27
10 Year	11	\$ 49.08	\$ 50.31	\$ 51.57
10 Year	12	\$ 49.08	\$ 50.31	\$ 51.57
12 Year	13	\$ 49.86	\$ 51.11	\$ 52.39
13 Year	14	\$ 50.27	\$ 51.53	\$ 52.82
13 Year	15	\$ 50.27	\$ 51.53	\$ 52.82
15 Year	16	\$ 51.06	\$ 52.34	\$ 53.65
16 Year	17	\$ 51.47	\$ 52.76	\$ 54.08
16 Year	18	\$ 51.47	\$ 52.76	\$ 54.08
18 Year	19	\$ 52.30	\$ 53.61	\$ 54.95
18 Year	20	\$ 52.30	\$ 53.61	\$ 54.95
20 Year	21	\$ 53.66	\$ 55.00	\$ 56.38
21 Year	22	\$ 54.19	\$ 55.54	\$ 56.93
22 Year	23	\$ 54.46	\$ 55.82	\$ 57.22
22 Year	24	\$ 54.46	\$ 55.82	\$ 57.22
22 Year	25	\$ 54.46	\$ 55.82	\$ 57.22
25 Year	26	\$ 55.79	\$ 57.18	\$ 58.61

**CONTRACT RECEIPT FORM**

(Please fill out neatly and completely.) Return to Oregon Nurses Association,  
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498 or by Fax 503-293-  
0013. Thank you.

Your Name: \_\_\_\_\_

I certify that I have received a copy of the ONA Collective Bargaining Agreement with  
Providence Willamette Falls Medical Center, ~~May 18, 2017~~ through December 31, ~~2021~~.

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Signature: \_\_\_\_\_

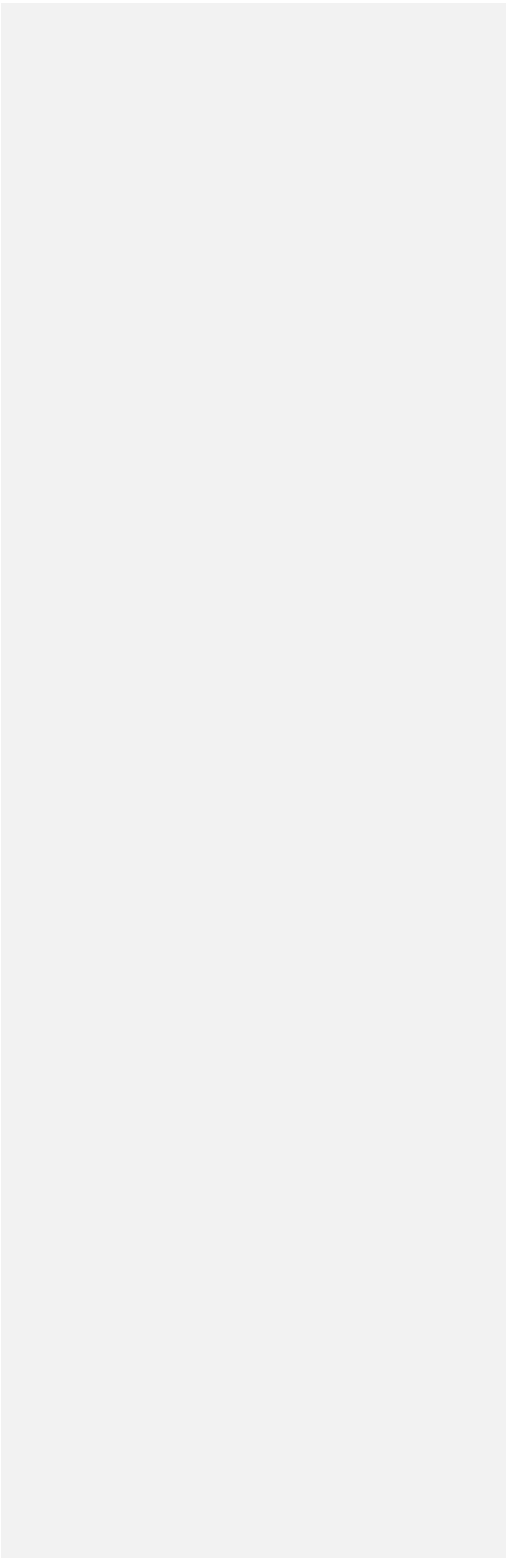
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