

AGREEMENT

THIS AGREEMENT by and between PROVIDENCE ST. VINCENT MEDICAL CENTER of Portland, Oregon, hereinafter referred to as "the Medical Center," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association or the Association,"

WITNESSETH:

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

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

ARTICLE I – RECOGNITION AND MEMBERSHIP

A. The Medical Center recognizes Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by the Medical Center as staff nurses, and charge nurses, excluding Sisters of Providence, administrative and supervisory personnel, temporary nurses, and registered professional nurses employed in the following departments and areas: Admissions, Physical Therapy, EEG, Anesthetists, EKG, Radiology, Laboratory, Pharmacy (other than the IV Nurses), Occupational Therapy, Nursing Education, Dietary, Medical Records, Personnel and Housekeeping and Industrial Nurses.

B. Definitions:

1. Nurse - Registered or licensed professional nurse currently licensed to practice professional nursing in Oregon.
2. Staff Nurse - Responsible for the direct or indirect total care of patient.
3. Charge Nurses - In addition to being responsible for the direct or indirect total care of patient, a charge nurse assists and coordinates as assigned by the Medical Center in the

continuity of patient care responsibilities and clinical activities of an organized nursing unit. A relief charge nurse will be temporarily assigned when the charge nurse is absent from the unit because of vacation, sickness or days off, or is rotating into the bedside role per subsection 'a' below.

a. Charge nurses will rotate into a staff nurse assignment for one (1) shift per four (4) week schedule to assure maintenance of bedside competence.

b. The Medical Center will appoint relief charge nurses with input from the unit's nursing staff.

4. Nursing Patient Care Area - As designated by the Medical Center, a patient care area is defined by the medical needs of the patient population. Charge nurse assignments will generally not span different floors. The Medical Center will assign a charge nurse to each patient care area on each shift. At times of low patient census, patient care areas may be combined at the discretion of the Medical Center.

5. Cluster – A group of nursing patient care areas that typically share similar patient condition(s), and acuity.

6. Part-time Nurse - Any nurse who is regularly scheduled to work less than forty (40) hours per week and who works consistently throughout the twelve (12) month period. Nurses who are regularly scheduled to work four 9–hour shifts or three 12–hour shifts per week shall be considered full-time rather than part-time nurses.

7. Resource Nurse - Any nurse who is not assigned an FTE by the Medical Center. To remain employed as a Resource nurse, the nurse must meet the availability requirements of Article 5.H.

8. Temporary Nurse - Any nurse who is employed for a specified period of time not to exceed three (3) months, or any nurse who is employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months.

9. Reclassification - A temporary or resource nurse, other than one employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months, who regularly works more than eight (8) hours per week for at least three (3) consecutive months may request reclassification to part-time or

full-time status consistent with such hours worked. In the event of a request under such circumstances, the position will be posted under the Seniority and Job Posting article. In the event such request is not made and the temporary nurse has regularly worked more than eight (8) hours per week for over three (3) months, for reasons other than filling a position(s) due to leaves of absence, vacations, holidays, and/or sick leave, the position will be posted upon request by the Association in accordance with Article XVIII.

C. Membership.

1. The following provisions apply to any nurse hired before December 14, 2009 ("Effective Date"): Membership in the American Nurses Association through Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one of the two options listed in 2.a. (ii) or (iii) below.

a. Transfers. Nurses who are members of the Association or have exercised one of the two options listed in 2.a. (ii) or (iii) below will maintain such status upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, Providence Willamette Falls Hospital, and Providence Home Health and Hospice. Nurses who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 2.a. (ii) or (iii) below.

b. Promotions within a facility. A nurse subject to paragraph a above as of December 14, 2009, who assumes a position at the Medical Center outside of the bargaining unit will retain her/his respective status (as a nonmember, a member whose membership must be maintained, or one of the two options listed in 2.a. (ii) or (iii) below) if he or she returns to the bargaining unit within one year of the date that the nurse assumed a non-bargaining position. A nurse who returns to the bargaining unit after one year will be subject to the choices in paragraph 2.a below.

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

c. By the 31st calendar day following the day that the nurse begins working, each nurse must do one of the following, as a condition of employment:

i. Become and remain a member in good standing of the Association and pay membership dues (Association member);
or

ii. Pay the Association a representation fee established by the Association in accordance with the law; or

iii. Exercise his/her right to object on religious grounds. Any employee who is a member of, and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and the Medical Center. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

d. The Medical Center will provide a copy of the collective bargaining agreement to newly hired nurses, along with including a form provided by the Association that confirms the provisions above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. The Medical Center will work in good faith to develop a procedure to retain copies of such signed forms.

e. A nurse should notify the Association's Membership Coordinator, in writing, of a desire to change his or her status under the provisions of 2.a above by mail, to the business address for the Association.

f. The Association will provide the Medical Center with copies of at least two notices sent to a nurse who has not met the obligations to which he/she is subject, pursuant to this Article. The Association may request that Medical Center terminate the employment of a nurse who does not meet the obligations

to which he/she is subject, pursuant to this Article. After such a request is made, Providence will terminate the nurse's employment no later than fourteen (14) days after receiving the written request from the Association. The Medical Center will have no obligation to pay severance or any other notice pay related to such termination of employment.

3. The following provisions apply to all nurses.

a. Dues Deduction. The Medical Center shall deduct the amount of Association dues, as specified in writing by Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Medical Center. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Medical Center to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

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

5. The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in this Article.

ARTICLE II – EQUALITY OF EMPLOYMENT OPPORTUNITY

The Medical Center and Association shall, in accordance with applicable state and federal laws, not discriminate in employment matters against any nurse on account of age, sex, race, creed, color, national origin, marital status, veteran status, religion, religious beliefs, sexual orientation, or physical or mental handicap not relevant to performance of duties. There shall be no discrimination by the Medical Center against any nurse on account of membership in or lawful activity on behalf of the Association, provided that it does not interfere with normal the Medical Center routine, his/her duties or those of other Medical Center employees.

ARTICLE III-A – VACATIONS

A. Accrual. Each regular full-time and part-time nurse who is employed as of January 1, 2010, and who has opted out of the PTO system before January 1, 2010, shall accrue vacations as follows:

1. From and after the nurse's most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment--0.0384 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately two (2) weeks of vacation per year with 80 hours' pay for a full-time nurse);
2. From and after the nurse's fourth (4th) anniversary of continuous employment until the nurse's ninth (9th) anniversary of continuous employment--0.0577 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately three (3) weeks of vacation per year with 120 hours' pay for a full-time nurse);
3. From and after the nurse's ninth (9th) anniversary of continuous employment--0.0769 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately four (4) weeks of vacation per year with 160 hours' pay for a full-time nurse).
4. If a nurse quits and is reemployed within twelve (12) months, the nurse's "most recent date of employment" will be calculated as if the quit had not occurred.
5. Vacations accrued during an anniversary year may be carried over from one anniversary year to the next. A nurse's accrued but unused vacation may not exceed the combined total of two (2) years' earned vacations.
6. Accrued vacation may not be used until the nurse has been continuously employed for at least six (6) months, except in the case of a mandatory Low Census (if requested by the nurse).

B. Compensable Hour. A compensable hour under A above shall include only hours directly compensated by the Medical Center, and shall not include hours while on layoff, standby hours not actually worked, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while in resource or temporary nurse status.

C. Rate of Pay. Vacation pay will be computed at the nurse's regular hourly rate of pay, including applicable differentials provided by appendices hereto, at the time of use.

D. Pay Upon Termination. Accrued but unused vacation will be paid a regular nurse upon termination of employment, provided (1) the nurse has been continuously employed not less than six (6) months and (2) such vacation has not been forfeited as provided in the Employment Status article of this Agreement.

ARTICLE III-B – PAID TIME OFF

The provisions of the Medical Center's Paid Time Off (PTO)/Extended Illness Time (EIT) program are set forth in this Article III-B and in Article IV-B. The Paid Time Off ("PTO") program encompasses time taken in connection with vacation, illness, personal business, and holidays.

All nurses hired or moving into full-time/part-time benefit eligible status on or after January 1, 2010, will participate in the PTO/EIT program in lieu of the benefits provided under Articles III-A (Vacation), IV-A (Sick Leave) and VI (Holidays). In addition, all nurses who were employed as of December 31, 2009, may elect to enroll in the Medical Center's PTO/EIT program in lieu of the benefits provided under Articles III-B (Vacation), IV-B (Sick Leave) and VI (Holidays), on the terms outlined in Paragraph H of this Article III-B.

A. Accrual. Each regular full-time and part-time nurse regularly scheduled to work an average of at least 24 hours per week shall accrue PTO as follows:

1. From and after the nurse's most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment — 0.0924 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately 24 days of PTO per year with 192 hours' pay for a full-time nurse);
2. From and after the nurse's fourth (4th) anniversary of continuous employment until the nurse's ninth (9th) anniversary of continuous employment—0.1116 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately 29 days of PTO per year with 232 hours' pay for a full-time nurse);
3. From and after the nurse's ninth (9th) anniversary of continuous employment—.1308 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately 34 days of PTO per year with 272 hours' pay for a full-time nurse).

4. For regular nurses on 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, the accrual rates in paragraphs 1, 2 and 3 immediately above will be changed to 0.0963, 0.1155, and 0.1347 hours, respectively, per paid hour, not to exceed 72 paid hours per two-week pay period.

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

6. If a nurse quits and is reemployed within twelve (12) months, the nurse's "most recent date of employment" will be calculated as if the quit had not occurred.

7. Notwithstanding the eligibility for PTO accrual set forth above, all nurses employed as of the ratification date of this Agreement shall be eligible to enroll in the PTO/EIT program even if they hold a position of less than .6 FTE.

B. Compensable hour. A compensable hour under Paragraph 1 above shall include only hours directly compensated by the Medical Center, and shall not include overtime hours, hours while on layoff, standby hours not actually worked, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while in temporary or resource nurse status.

C. Rate of pay. PTO pay will be computed at the nurse's regular hourly rate of pay, including applicable differentials provided by appendices hereto, at the time of use.

D. Use of PTO.

1. Accrued PTO may not be used until the nurse has been continuously employed for at least six (6) months, except in the case of a mandatory Low Census (if requested by the nurse).

2. PTO must 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 (a) in the event of Low Census under Article XVI.G, or (b) for leaves of absence under applicable family and medical leave laws if the nurse's accrued PTO account is then at 40 hours or less.

3. A nurse who has accrued PTO sufficient to cover all hours which the nurse would otherwise be scheduled to work in a week of seven (7) consecutive days may apply such PTO

to cover all regularly scheduled hours during each such week and will not be required to work during such week(s). A nurse may take accrued PTO covering less than one (1) week.

4. 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.

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

E. Pay upon termination. Accrued but unused PTO will be paid to a regular nurse upon termination of employment, provided (1) the nurse has been continuously employed not less than six (6) months and (2) such PTO has not been forfeited as provided in the Employment Status article of this Agreement.

F. Holidays. On the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the following will apply:

1. When a nurse is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the nurse, with the manager's approval, works (or if the nurse requests but is not assigned to work) a substitute day in the same workweek, the nurse is not required to use PTO for the holiday.

2. If a nurse works on an observed holiday, the nurse will be paid one and one-half times the nurse's straight-time rate and will retain accrued PTO hours for use at another time.

3. If an observed holiday occurs on a Saturday or Sunday, nurses in departments that are regularly scheduled only Monday through Friday will observe the holiday on the Friday or Monday that is closest to the holiday and designated by the Medical Center.

4. In the Main Operating Room, if an observed holiday occurs on a Sunday, nurses in that department will observe the holiday on the Monday that is closest to the holiday.

5. A night shift will be deemed to have occurred on an observed holiday only if a majority of its scheduled hours are within the holiday.

6. If an observed holiday occurs before completion of a regular nurse's first six (6) months of employment and the nurse does not have sufficient PTO hours accrued, the PTO hours used

for the holiday under this section will be charged against the next PTO hours accrued by the nurse.

G. Enrollment in PTO/EIT program. Nurses shall be eligible on an annual basis to enroll in the Medical Center's PTO/EIT program, as set forth in Articles III-A and IV-A of this Agreement.

1. Upon enrollment, all accrued but unused vacation time shall be deposited in the nurse's PTO account, and all accrued but unused sick leave hours shall be deposited in the nurse's EIT account.

2. Nurses may also elect to remain subject to the vacation–sick leave–holiday program set forth in Articles III-A, IV-A and VI. Nurses employed as of the date of ratification of this Agreement shall have the right, if they so choose, to remain subject to this program for the duration of their continuous employment at the Medical Center.

3. Nurses who enroll in the PTO/EIT program may not subsequently opt out of the program.

ARTICLE III-C – SCHEDULING TIME OFF

Scheduling of time off is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to such scheduling. Each unit will develop guidelines that promote the ability of the nurses on that unit to preschedule vacation.

- A. The Medical Center will make good faith efforts to approve no less time off than the amount a nurse accrues annually.
- B. Nurses will make good faith efforts to balance their vacation and PTO requests in a manner that supports a core schedule and allows the Medical Center to maximize approval of requests. In order to facilitate these efforts, units and schedulers will use transparent processes to inform nurses' selections for requesting time off.
- C. Requests for PTO or vacation should be inclusive of the entire block of time the nurse is requesting to be away from work. The nurse will only need to use PTO or vacation time equivalent to their FTE.

D. Round-Up Process

1. Except for unexpected illness or emergencies, time off should be scheduled in advance via established procedures.
2. The number of persons who may be on pre-scheduled time off at one time will be defined at the unit level.
3. The following round-up periods indicate when a nurse may apply for prescheduled time off by seniority, and for what time period:

<u>Round-Up Period</u>	<u>Time Off Window</u>
September 1 – 30	Jan 1 – Saturday eight (8) days before Memorial Day
January 1 – 31	Sunday seven (7) days before Memorial Day – Saturday after Labor Day
May 1 – 31	Sunday after Labor Day – December 31

Requests submitted during the round-up period for the designated time off window shall be granted on the basis of seniority within the same unit and shift. In the event that registered nurses with the same seniority submit requests for the same or overlapping periods of time off, the issue will be decided by a flip of a coin.

Written confirmation of a nurse's scheduled time off will be provided within four (4) weeks of the end of the round-up period in which they applied.

E. Requests for Time Off Outside of Round-Up Periods

Requests for time off outside of the established round-up periods will be granted on a first come, first serve basis, based on the date the request is submitted. In the event that nurses from the same unit and shift submit requests under this paragraph on the same day for the same or overlapping periods of time off, the senior nurse shall be given preference. Written confirmation of the nurse's time off request will be provided within three (3) weeks after submission, if such request is submitted at least three (3) weeks prior to the posting of the schedule for the period during which the time off has been requested.

F. Prime Time

Prime Time is defined as the dates between the Sunday eight (8) days prior to Memorial Day and the Saturday immediately following Labor Day.

During Prime Time, nurses will be approved, per section D(3) above in order of seniority, for two weeks of time off, except that nurses with 17 years of seniority will be approved for three (3)

weeks of time off. After all nurses who have requested time off have been approved for such time off, a unit's remaining capacity to approve time off will be approved in seniority order for time in excess of the original two (2) or three (3) weeks granted.

G. Holidays

The Medical Center shall attempt to rotate holiday work. Units will develop guidelines that provide for the fair and just rotation of the scheduling of shifts on holidays. The parties agree to respect such unit-based guidelines, even if they are not seniority-based. The PTO/vacation scheduling process may not be used to avoid or circumvent the fair and just rotation of holiday work.

Nurses will work the primary holidays of New Year's Day, Thanksgiving, and Christmas on a rotational basis, meaning that a given nurse will work one of these per year across three consecutive years. Within a unit, nurses are free to collaborate and trade holidays. However, no nurse will be required to work the same holiday in two consecutive years.

H. Changes to Approved Time Off

Once a time off request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. This paragraph will not apply if the nurse changes units after approval but before the time off period; in that case, the Medical Center may not be able to honor the nurse's request. The nurse is expected to discuss such a situation with the manager of the new unit. Moreover, time-off requests shall not be converted to requests for unpaid time off absent Medical Center approval.

ARTICLE IV-A – SICK LEAVE

A. Accrual. Each regular full-time and part-time nurse will accrue sick leave at the rate of 0.0462 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately 8 hours of sick leave per month for a full-time nurse). Each regular nurse who is regularly scheduled for an average of 36 hours per week will accrue sick leave at the rate of 0.0513 hours per compensable hour, not to exceed 72 compensable hours in each two (2) consecutive workweek period (approximately 8 hours of sick leave per month for such a nurse).

1. If a nurse transfers to other employment by the Medical Center in a job classification not covered by this Agreement without a break in continuity of employment by the Medical Center, he/she will retain for use his/her sick leave credits accumulated under this Agreement at time of transfer.

2. The maximum number of hours of sick leave which may be accumulated is 720. A regular full-time or part-time nurse who has 720 hours of accumulated but unused sick leave will specially accrue 0.0192 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately one (1) week per year for an eligible full-time nurse), which will be credited to the nurse's accrued vacation.

B. Compensable Hour. A compensable hour under A above shall include only hours directly compensated by the Medical Center, and shall not include hours while on layoff, standby hours not actually worked, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while in temporary or resource nurse status.

C. Sick Leave Use.

1. A regular nurse who has been continuously employed for six (6) months and who becomes ill may apply for and will be allowed pay from the nurse's accrued but unused sick leave at his/her regular rate of pay as shown in Appendix A for the period of absence from work because of such illness, commencing with the first day of each illness.

2. Sick leave benefits shall be paid for maternity leave in compliance with the provisions of this Article and in compliance with appropriate law requiring employers to treat pregnancy and childbirth the same as other causes of disability.

D. Medical Certification. The Medical Center may require evidence of illness from the nurse's physician as a condition of receiving sick leave benefits or for such other purposes as may be allowed by law.

E. Anniversary Date. Use of paid sick leave shall not affect a nurse's anniversary date of employment.

F. Notification of Illness. Nurses should notify the Medical Center of absence from work because of illness as far in advance as possible, but at least three and one-half (3 ½) hours before the start of the nurse's shift. Repeated failure to give such minimum notification will result in reduction of otherwise payable sick leave for that shift by two (2) hours. Repeated failure as used in this section means more than twice every two years.

ARTICLE IV-B – EXTENDED ILLNESS TIME

The Extended Illness Time (“EIT”) program encompasses time taken in connection with illness, injury and parental leave.

All nurses hired or moving into full-time/part-time benefit eligible status on or after January 1, 2010, will participate in the PTO/EIT program in lieu of the benefits provided under Articles III-A (Vacation), IV-A (Sick Leave) and VI (Holidays). In addition, all nurses who were employed as of December 31, 2009, may elect to enroll in the Medical Center’s PTO EIT program in lieu of the benefits provided under Articles III-A (Vacation), IV-A (Sick Leave) and VI (Holidays), on the terms outlined in Paragraph H of Article III-B.

A. Accrual. Each regular full-time and part-time nurse will accrue EIT at the rate of 0.0270 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately seven (7) days of EIT per year with 56 hours’ pay for a full-time nurse). A compensable hour under this section is defined the same as a compensable hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.

B. Use of EIT. A regular nurse who has been continuously employed for six (6) months shall use EIT and be compensated at his/her regular rate of pay, including applicable differentials provided by appendices hereto, for any absence from work due to the following:

1. The nurse’s admission to a hospital, including a day surgery unit, as an inpatient or outpatient, for one or more days and any necessary absence immediately following hospitalization. If, during the term of this Agreement, the Medical Center makes any improvement in the benefit covered by this subparagraph for a majority of the Medical Center’s other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.
2. When a nurse receives outpatient procedures under conscious sedation, spinal block, or general anesthesia in a free-standing surgical center or in a surgical suite at a physician’s office.
3. The nurse’s disabling illness after a waiting period of missed work due to such condition. The waiting period shall be the shorter of three (3) consecutive scheduled work shifts or 24 consecutive scheduled hours.

4. Partial day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period (as defined in Paragraph 3 above) of missed work due to such condition.
5. After qualifications for use under subsections 3 or 4 above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.
6. Approved parental leave under applicable law or approved maternity leave in compliance with appropriate law requiring employers to treat pregnancy and childbirth the same as other causes of disability.

C. Permissive use of EIT. EIT may be used when the nurse is receiving workers' compensation pay after the normal workers' compensation waiting period and is otherwise eligible for EIT use, but such EIT use will be limited to bringing the nurse's total compensation from workers' compensation and EIT to two-thirds (2/3) of the nurse's straight-time pay for the missed hours.

D. Change in Status. Upon changing from EIT-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, a nurse's accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to EIT-eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse's active and inactive accounts will be terminated and will not be subject to cashout, but such an account will be reinstated if the nurse is rehired within six (6) months of the termination of employment.

E. Notification of Illness. Nurses should notify the Medical Center of absence from work because of illness as far in advance as possible, but at least three and one-half (3 ½) hours before the start of the nurse's shift.

ARTICLE V – HOURS OF WORK

A. Basic Workweek. The basic workweek shall be forty (40) hours.

B. Meals and Breaks. The basic workday shall be eight (8) hours to be worked within eight and one-half (8½) consecutive hours, including a one-half (1/2) hour meal period on the nurse's own time; and one fifteen (15) minute rest period without loss of pay during each four (4) hour period of employment, as scheduled by the Medical Center.

1. If a nurse is specifically requested by the Medical Center to remain at his/her duty station during a meal period, such period shall be paid time. For purposes of this paragraph a nurse is deemed to have been requested to remain at his/her duty station if he/she is the only nurse assigned to an organized nursing unit for a shift, unless:

a. The nurse actually leaves his/her duty station during such meal period, or

b. The Medical Center provides in writing for alternate coverage of the unit during the meal period.

2. Patient care units may substitute other pre-arranged rest period schedules with the approval of the unit's manager. If a nurse cannot be relieved for all or part of a scheduled or pre-arranged rest period and is not given alternative rest period time during the shift, the nurse should report this immediately to the nurse's charge nurse, supervisor or manager.

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

1. Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest periods and meal periods.

2. Each unit will determine what reasonably available information will help inform reviews of meal and break use. The units will then use that information to develop a process for scheduling nurses for the total amount of rest and meal periods set forth in this section, to be included in their staffing plan.

a. The process must be approved by the unit manager;

b. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift; however, a break and meal period may be combined during the middle four (4) hours of the nurse's shift, when practical;

b. If a nurse is not able to take any break or meal period, it is the nurse's responsibility to talk in a timely manner with their charge nurse, or supervisor if the charge nurse is unavailable, about potential alternative meal or break periods. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes.

In the event nurses on a particular unit or units have concerns about the implementation of paragraph 2 or about the availability of meal periods or breaks on the unit in general, the concern may be raised with the Task Force or the appropriate unit-based committee of their clinical division, in addition to the remedies provided by the grievance procedure.

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

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

1. In the alternative, overtime compensation will be paid for all hours worked in excess of eight (8) hours in each day as defined above or eighty (80) hours in a work period of fourteen (14) consecutive days, if pursuant to an agreement or understanding in writing between the nurse and the Medical Center.

2. If, however, a nurse elects to work schedules involving other than a basic workday, then overtime compensation shall be paid as follows:

a. When such schedule is a 9-hour schedule under the attached Nine-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of nine (9) hours in each day as defined in this section or 36 hours in each workweek hereunder. Such 9-hour schedule shall be on night shift only, unless the Medical Center and Association agree otherwise.

b. When such schedule is a 10-hour schedule under the attached Ten-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of ten (10) hours in each day as defined in this section or 40 hours in each workweek hereunder.

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

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

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

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

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

2. Nurses will not be regularly scheduled for work shifts in excess of 16 hours.

3. Nurses will not be regularly scheduled to work different shifts. However, at a nurse's request and with the Medical Center's agreement, a nurse may be regularly scheduled to work different shifts, if the nurse is otherwise qualified for such work.

4. Without the nurse's consent, nurses will not be regularly scheduled to work on different units, with the exception of the Float Pool and 5E Psychiatry nurses working in the Emergency Department.

5. Within each discrete shift (day/evening or night), the Medical Center may create and post variable start time positions, meaning positions with variable shift start and end times. Such start and end times will vary no more than two hours before and after the position's regularly designated start time. When the Medical Center fills a variable start time position, it will work with the nurse to minimize the impact of the variable start and end times by communicating and collaborating with the nurse in the development of the nurse's schedule. Unless a nurse is hired into such a variable start

time position, the nurse will not be required to work variable start times without the nurse's consent.

6. General Schedule Stability: Short- and Long-Term Changes to Balance Schedule.

a. The Medical Center will make every effort to honor schedule stability (e.g., pattern or skeleton schedules). The parties agree, however, that in certain instances schedules may need to be adjusted to meet staffing needs. These include a rebalancing of work schedules as well as short-term changes.

b. When short-term changes are necessary, such changes will be made through voluntary moves to the extent possible (e.g., staff trades and extra shifts). If attempts to balance the schedule through voluntary moves are unsuccessful, mandatory moves will be made in reverse seniority order within each shift group.

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

7. Unit Based Scheduling

a. The medical center and the association support self-scheduling as it offers nursing staff the opportunity to be autonomous and in charge of their work schedules, promoting accountability and responsibility that lead to job satisfaction and personal growth.

b. The Medical center and association will allow unit-based staff scheduling for any unit that has a consensus of the unit's nurses for this practice.

c. A nurse or team of nurses from the unit will take and maintain responsibility for assigning RNs into the unit's core schedule according to the provisions of this agreement.

d. Units making use of this provision will determine their scheduling process, and assignment of the RNs into the core schedule will be a fair and equitable process. This process will have been agreed upon by members of the unit and approved by Task Force. If an RN has a concern about the scheduling process that has not been adequately addressed on the unit level, that RN may raise the issue with Task Force.

e. After the nurse or team of nurses schedule themselves, the manager will ensure the schedule is balanced or will make changes to balance the schedule.

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

J. Weekend Schedules. It is the policy of the Medical Center to schedule those nurses who so desire every other weekend off. If the schedule on a unit allows for additional weekends off, preference will be given to nurses with more than twenty (20) years of service with the Medical Center on a rotating basis, starting with the most senior nurse. With the exception of those nurses who have agreed to work schedules calling for consecutive weekend work and those who express a desire to work consecutive weekends when work is available, all other nurses who are required to work consecutive weekends will be paid for work performed on their scheduled weekend off at one and one-half (1-½) times their regular straight-time hourly rate for all such hours, worked. Nurses who have volunteered to work consecutive weekends may withdraw such authorization by notifying unit management three (3) weeks prior to the posting date for the subsequent schedule in which the change would take effect. Working consecutive weekends will not be a condition of employment, except for part-time nurses who are hired in positions requiring weekend work.

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

L. Notice and Report Pay. Nurses who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignments shall perform any nursing work to which they may be assigned.

1. When the Medical Center is unable to utilize such nurse and the reason for lack of work is within the control of the Medical Center, the nurse shall be paid an amount equivalent to four (4) hours times the straight-time hourly rate plus applicable shift differential; provided, however, that a nurse who was scheduled to work less than four (4) hours on such day shall be paid for his/her regularly scheduled number of hours of work for reporting and not working through no fault of his/her own.

2. The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before his/her scheduled time to work.

3. It shall be the responsibility of the nurse to notify the Medical Center of his/her current address and telephone number. Failure to do so shall preclude the Medical Center from the notification requirements and the payment of the above minimum guarantee.

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

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

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

The following nursing units have required scheduled standby:

Cardiovascular Operating Room (CVOR)

Catheterization Lab (CVL)

Hemodialysis (ADU)

Labor and Delivery

Main Operating Room

Medical Procedures Unit (MPU)

Post Anesthesia Care Unit (PACU)

Pediatrics Operating Room

Short Stay Surgical Unit (SSU)

Surgical Services Ophthalmology (Outpatient Eye Surgery)

1. The unit guidelines will include an estimated range of required standby hours or shifts, if any, per nurse per posted cycle. Required standby hours will not exceed 52 hours per 4 week schedule except where modified in Appendix A.C.4.D. The guidelines for each unit will be made available to the nurses in the unit as well as to any nurse who applies for a position in that unit. The Medical Center will, upon request or upon a change, provide the Association with the guidelines.
2. Nurses whose units are closed on a holiday and who are covering standby for such holiday will not be required to use PTO/vacation for those hours on standby.
3. The Medical Center will notify the Association before establishing a standby requirement in a unit where standby is not currently required and will bargain upon request.
4. The Medical Center will notify the Association before changing the standby guidelines in a unit to increase the range of required standby hours and will bargain upon request. This does not include an increase in the range of required standby hours or shifts due to an absent nurse or nurses who are not replaced on the work schedule (e.g. leave of absence) for no more than three (3) posted standby scheduling periods.

ARTICLE VI – HOLIDAYS

A. Recognized Holidays. The following holidays will be granted, subject to the provisions of this Article, to regular full-time nurses with eight (8) hours' pay at the nurse's regular rate of pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

1. In the Main Operating Room, if an observed holiday occurs on a Sunday, nurses in that department will observe the holiday on the Monday that is closest to the holiday.

B. Floating Holidays. Three (3) floating holidays will be granted in each calendar year, subject to the provisions of this Article, to regular full-time nurses with eight (8) hours' pay, which hours may be used in four (4) hour increments to back-fill a shift when the nurse has attended a conference, meeting, or mandatory education event, at the nurse's regular rate of pay.

1. Requests for floating holiday time off must be made at least two (2) weeks prior to the posting of the schedule for the period in which the time off is desired (except in the Maternal Child Division in which requests must be made at least three (3) weeks prior to the posting of the schedule), except for unexpected illness of immediate family members living in the nurse's household. In such emergencies, the request must be made as soon before the time off as possible.

2. If a nurse is entitled to a floating holiday(s) but has not taken or scheduled such holiday(s) by the time of the posting of the last schedule covering December, the nurse will be paid holiday pay but will not receive time off for such unused floating holiday(s).

C. Holiday Pay.

1. Full-time Nurses.

a. When a regular full-time nurse is required to work on one (1) of the holidays set forth in paragraph A above, he/she shall be paid at the rate of 1-1/2 times his/her regular straight-time rate and will either have a compensating day off within thirty (30) days or one additional day's pay in lieu of a compensating day off at the option of the Medical Center, taking into consideration the request of the nurse.

b. If one of the above holidays falls on a regular full-time nurse's day off, he/she will either receive his/her holiday pay or have a compensating day off within thirty (30) days at the option of the Medical Center, taking into consideration the request of the nurse.

c. A regular nurse who is regularly scheduled for an average of 72 hours per pay period shall be treated as a regular full-time nurse under this Article.

2. Part-time Nurses.

a. If a regular part-time nurse works on one of the holidays set forth in paragraph A above, he/she will be paid for all time worked on said holiday at two (2) times his/her regular straight-time hourly rate of pay.

b. Regular part-time nurses who are regularly scheduled for at least 40 hours in a pay period shall receive pro rata holiday pay (including for floating holidays) if not scheduled to work, on the basis of one-tenth (1/10th) of an hour of holiday pay for each regularly scheduled hour of work, not to exceed eight (8) hours of holiday pay.

3. Resource Nurses.

a. If a resource nurse works on one of the holidays set forth in paragraph A above, he/she will be paid for all time worked on said holiday at one and one-half times his/her regular straight-time hourly rate of pay.

D. Holiday During Vacation. If a holiday falls within a nurse's vacation, he/she will receive his/her holiday pay as provided in paragraph A or B above in addition to his/her vacation pay.

E. Holiday While Sick or on Leave. Holidays will not be paid during the periods of sick leave, leaves of absence, or layoff.

F. Rotation. The Medical Center shall attempt to rotate holiday work. Units may develop guidelines that provide for the fair and just rotation of the scheduling of shifts on holidays. The parties agree to respect such unit-based guidelines, even if they are not seniority-based.

ARTICLE VII – EMPLOYMENT STATUS

A. Management Rights. It is agreed that the operation of the Medical Center and the direction of the employees, including the making and enforcing of rules to assure orderly, safe and efficient operation, the right to hire, to transfer, to promote, to demote and to lay off for lack of work are rights (the above listing is not all inclusive but indicates the types of matters which belong to or are inherent to management) vested exclusively in the Medical Center and are subject to its sole discretion except as abridged by this Agreement.

B. Probationary Period. A nurse employed by the Medical Center shall not become a regular employee and shall remain a probationary employee until they have been continuously employed for a period of 180 calendar days. However, the Medical Center may extend, in writing, a probationary period that has been interrupted by a leave of absence for a period not to exceed the length of the interruption.

C. Cause for Discipline. The Medical Center shall have the right to discipline, suspend or discharge nurses for proper cause. A regular full-time, part-time or resource nurse who feels they have been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under the grievance procedure.

D. Discipline/Corrective Action.

1. Investigatory Meetings under the *Weingarten* rule. A nurse has the right to request a representative of the Association be present for an interview by the Medical Center as part of an investigation that might lead to discipline.

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

3. Nurses shall not be disciplined based solely upon data from any call light locator systems.

E. Individual Development/Work Plans.

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

2. Work plans will outline job requirements, performance expectations, and objectives. The Medical Center will seek input from a nurse in the development of a plan, but the parties acknowledge that the Medical Center has the right to determine when to implement a plan and to decide on the terms set forth in the development or work plan.

3. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

4. A work plan will only be referenced in a later corrective action within a one (1) year period after completion of the work plan.

F. Reports to the Board of Nursing. Under normal circumstances, the Medical Center will inform a nurse if the Medical Center is making an official report of the nurse to the Board. Failure to inform a nurse of a report to the Board of Nursing will not and cannot affect any action that might be taken by the Medical Center and/or the Board of Nursing.

G. Access to Personnel Files. A nurse may review the contents of their personnel file upon request, in accordance with ORS 652.750.

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

I. Notice of Resignation. Nurses are encouraged to give as much advanced notice of resignation as possible to facilitate posting and recruitment such that resignations do not negatively impact unit staffing. All nurses shall give the Medical Center not less than two (2) weeks' written notice of an intended resignation. A failure to give such notice shall result in a forfeiture of any unpaid vacation compensation.

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

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

ARTICLE VIII – FLOATING

A. Competency/Qualification. Nurses shall receive patient assignments commensurate with their skills and competencies. A nurse will not be required to float to a patient assignment that requires specialty competence for which he/she is not qualified. If a nurse feels that he/she is not qualified for a specific assignment, he/she should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.

B. Float Assignments. Nurses shall be floated only to work environments for which they have been oriented. For purposes of this section, “oriented” means that the nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. A nurse may be oriented on a unit during the same shift that he or she is assigned to work, as long as such orientation begins before the nurse assumes any patient care duties. Each unit will develop its own written float guidelines with staff nurse input. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the nurse on the unit.

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

ARTICLE IX – LEAVES OF ABSENCE

A. Request for Leave. Leaves of absence may be granted at the option of the Medical Center for good cause shown when applied for in writing in advance. Leaves of absence will be granted only in writing. Requests for leaves of absence should be submitted in advance of requested leave date to the greatest extent possible. The Medical Center will respond within two (2) weeks of receipt of request. Except as specified otherwise in this Article, leaves of absence will be unpaid only after the nurse has exhausted all vacation, sick leave, PTO, EIT and floating holidays, as applicable, that they are eligible to take.

B. Return from Leave. Except as set forth in Section (H) below, nurses who return from leaves of absence of three (3) months or less shall be restored to their former shift and assignment. Nurses who return from a leave of absence exceeding three (3) months but less than six (6) months shall be returned to a position on their unit.

C. Family and Medical Leave. Family and medical (including parental and pregnancy) leaves of absence will be administered by the Medical Center consistent with applicable federal and Oregon law.

D. Military Leave. Leaves of absence for service in the armed forces of the United States will be granted in accordance with federal law. A leave of absence granted for annual

military training duty, not to exceed two (2) weeks, shall not be charged as vacation time unless requested by the nurse.

E. Bereavement Leave. The Association and the Medical Center agree on the importance of time for grieving when a family member dies. To honor this, a regular full or part-time nurse who has a death in his/her family will be granted three (3) days off with pay at the time of each death. For purposes of this section, family shall be defined as parent, mother-in-law, father-in-law, spouse, child (including a foster child then residing with the nurse or spouse's child), daughter-in-law or son-in-law, grandparent, grandchild, sister or brother, sister-in-law or brother-in-law, or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships. Nurses are encouraged to be mindful of Oregon's leave protections under the Oregon Family Leave Act (OFLA) and Oregon Sick Time Law in the event that the death of a family member as described herein requires a nurse to travel long distances.

Out of respect for the needs of the person and the Medical Center, requested time off shall be identified and scheduled with the manager as soon as arrangements are known. Further, all parties agree that this bereavement leave is intended for family members as defined above. Nurses may request other leave for close friends or co-workers, and Medical Center will seek to accommodate such requests.

F. Jury Duty Leave. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service and will be paid the difference between their regular straight-time pay for the scheduled workdays they missed and the jury pay received, provided that they have made arrangements with their supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. A nurse must report for work if their jury service ends on any day in time to permit at least four (4) hours' work in the balance of their normal workday.

G. Witness Leave. Nurses who are requested by the Medical Center to appear as a witness in a court case during their normal time off duty will be compensated for the time spent in connection with such an appearance in accordance with this Agreement.

H. Other Leaves Without Pay (Non-Medical).

1. Other non-medical leaves of absence without pay may be granted to regular nurses, who have been continuously employed for at least six (6) months, at the option of the Medical Center. Requests for such leave will be made in writing, to the nurse's manager. Leaves of absence will be approved in writing. However, a nurse will be deemed to be on a leave of

absence from the beginning of any approved period of unpaid absence, other than layoff, regardless of the completion of paperwork under this section.

2. Such leaves of absence will be unpaid only after the nurse has exhausted all vacation, PTO and floating holidays, as applicable, that they are eligible to take. However, the Medical Center will make good faith efforts to allow nurses to take unpaid leaves of absence to participate in Providence medical missions.

3. The Medical Center will make its decisions whether to grant or deny a request for leave based on its need to grant requests for PTO, education days and other required leaves of absence as well as the ability of the Medical Center to replace the nurse for the duration of the leave, including such factors as impact on other nurses, cost to the medical center, and impact on patient care. The Medical Center may also consider, in consultation with the nurse, whether the nurse expects to return to his/their same position, department, shift and schedule. The Medical Center may also consider whether it is feasible to post and fill a temporary position to cover for the nurse during the leave.

4. Ordinarily, a nurse returning from an approved non-medical leave of absence will be returned to his or her same position, department, shift and schedule. However, if a nurse would otherwise be denied a leave request, the nurse may elect to waive the right to return to the same position, department, shift and/or schedule.

5. Upon granting any non-medical leave of absence, the Medical Center will provide the nurse a letter outlining the conditions and impact of the leave, including the nurse's: (a) ability to return to the same position, department, shift and/or schedule; (b) benefits; and (c) seniority. The nurse will, before beginning the leave, confirm his or her acceptance of those terms by returning to the Medical Center a copy of that letter signed by the nurse. The Medical Center will provide a copy of the signed letter to the Association.

I. Benefits While on Leave. A nurse will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence.

ARTICLE X – PROFESSIONAL COMPENSATION

Nurses shall be compensated in accordance with the salary schedule attached to this Agreement marked Appendix A, which shall be considered part of this Agreement.

ARTICLE XI – HEALTH AND WELFARE

A. Tests and Lab Exams.

1. The Medical Center shall arrange to provide a tuberculin test, and chest x-ray when indicated by the tuberculin test, at no cost to the nurse. This test shall be done at the beginning of employment, when indicated by exposure or upon annual request of the nurse. For those nurses who request it within six (6) weeks before their anniversary date of employment, the Medical Center will provide annual complete blood count and sedimentation rate determination and urinalysis at no cost to the nurse. A nurse, upon request, will be furnished a copy of the results of the aforementioned tests.

2. Laboratory examinations, when indicated because of exposure to communicable diseases, shall be provided by the Medical Center without cost to the nurse.

B. Long-Term Disability/Life Insurance. The Medical Center will provide Long Term Disability and Group Life Insurance programs on the same terms as provided to a majority of the Medical Center's other employees.

C. Providence Health Insurance Program.

1. Each full-time nurse and part-time nurse regularly scheduled to work an average of at least 20 hours per week will participate in the Providence Health Insurance program offered to a majority of the Medical Center's other employees, in accordance with its terms. From the Providence Health Insurance program, the nurse will select a medical coverage and, at the nurse's option, coverage from among the following Providence Health Insurance benefits: (1) dental coverage, (2) supplemental life insurance, (3) voluntary accidental death and dismemberment insurance, (4) dependent life insurance, (5) health care reimbursement account, (6) day care reimbursement account, and (7) vision care insurance. The Medical Center will offer all such benefits directly or through insurance carriers selected by the Medical Center.

2. Medical/Dental/Vision Insurance eligibility.

a. Full time. Any nurse who is regularly scheduled to work at least thirty (30) hours per week or sixty (60) hours in a fourteen (14) day pay period (.75 FTE or greater) will be considered full-time for the purpose of medical, dental and vision insurance benefits.

b. Part time. Any nurse who is regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours per week, or at least forty (40) hours but less than sixty (60) hours in a fourteen (14) day pay period (.50 FTE to 0.74 FTE) will be considered part-time for the purpose of medical, dental and vision insurance benefits.

c. The Medical Center will comply with the provisions of the Affordable Care Act (ACA) which, beginning January 2015, require employers to offer medical insurance to employees who qualify by working a certain number of hours over a particular measurement period. The Medical Center will offer such medical insurance to such qualifying nurses on the same basis that it does the majority of the Medical Center's qualifying non-represented employees.

D. Medical Insurance. For 2018, the nurses will participate in the plan as outlined in Appendix E. For 2019, the nurses will participate in the plan, as offered to the majority of the Medical Center's non-represented employees; notwithstanding the foregoing, for 2019, the Medical Center will maintain the following plan features as they were in 2018: (1) amount of net deductible (defined as each nurse's deductible based on coverage choice minus any Health Reimbursement Account contributions from the Medical Center), (2) the percentage of employee premium contribution; and (3) the out of pocket maximum.

E. Payroll Deduction. The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Medical Center, the cost of the total Providence Health Insurance benefits selected which exceeds the Benefit Dollars paid by the Medical Center under the preceding section.

F. Plan Information. Member handbooks and necessary forms for the plans specified in Section C will be available in the HR Department, in addition to other distribution mechanisms that the Medical Center may use. Further assistance regarding the plans will be available to nurses through HR Department staff.

G. Compliance with the Affordable Care Act. The parties acknowledge that the Medical Center may be required by law to make changes to its medical plan design to comply with the Affordable Care Act or other applicable law or regulation. The parties agree that the Medical Center does not have an obligation to bargain over such changes. The Association may request interim bargaining over the impact of such changes and the employer would be obligated to bargain in good faith over the impact of such changes.

ARTICLE XII – PENSIONS

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

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

1. the Core Plan (as frozen);
2. the Service Plan;
3. the Value Plan (403(b)); and
4. the 457(b) plan.

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

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

ARTICLE XIII – ASSOCIATION BUSINESS

A. Representatives. Duly authorized representatives of Association shall be permitted to enter the facilities operated by the Medical Center for purposes of transacting Association business and observing conditions under which nurses are employed. Transaction of any business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

B. Bulletin Boards. The Medical Center will provide Association with designated bulletin board space of two (2) feet by three (3) feet in each unit and in the staffing offices, which will be the exclusive places for the posting of Association-related notices. Such postings shall be limited to notices that relate to contract negotiation and administration matters.

C. New Nurse Orientation. The Medical Center will provide thirty (30) minutes during new hire general nursing orientation for a bargaining unit nurse designated by Association to discuss contract negotiation and administration matters with new hire nurses. The Medical Center will notify Association or its designee of the date and time for this purpose, at least two (2) weeks in advance. The nurse designated by Association will be paid at the nurse's regular hourly rate.

D. Information to the Association. The Medical Center will furnish to the Association each January, April, July, and October, by electronic means, a list of all bargaining unit nurses covered by this Agreement with their full names, email and home addresses if available (street name and number, city, state and zip code), listed telephone numbers, status (full-time, part-time or resource), assigned shift, units, FTE and hire dates. Every month the Medical Center will furnish to the Association by electronic means a list of all registered nurses who during the preceding month have terminated employment with the Medical Center, transferred out of the bargaining unit, or who have been hired into the bargaining unit, including their names, email and home addresses if available (street name and number, city, state and zip code), listed telephone numbers, units, and hire, termination or transfer dates. The Association may request additional information relevant to this Agreement and its application, as needed, in accordance with the National Labor Relations Act.

E. Introductory Meeting for Managers. The Medical Center and the Association will schedule a meeting for associate managers, managers, directors and chief nursing officers who are new to their leadership role to meet with the Association representative and the Human Resources Director. The purpose of the meeting is to provide information as to this Agreement, the role of the Association, and to discuss ways to collaborate and build relationships. If a nurse attends the meeting, one nurse will be entitled to up to one hour of pay at his/her straight-time hourly rate (which should be coded as "meeting time") and that nurse will inform nursing administration that the nurse attended the meeting.

F. Contract Training. Joint Association and Medical Center trainings will be conducted for interested nurses, regarding changes to Agreement and areas where the parties agree there are many questions. The training will be jointly designed and provided by the Association and Medical Center Human Resources. The training will be held a minimum of four times, (twice within 90 days of ratification of this Agreement, and twice more within 90 days of the one-year anniversary of this Agreement) in order to reach interested parties on different units and shifts. The training will be scheduled for a time not to exceed 90 minutes unless the parties agree otherwise. Trainings will include new contract changes, new or emerging issues,

Weingarten rights, information available to staff, personnel and grievance practices, and seniority, job posting and hiring provisions. All nurses who attend the training will be paid for the time attending such training (which will be designated as “meeting time”). All charge and relief charge nurses are encouraged to attend at least one training each year.

G. Negotiating Team Schedules. The parties commit to the importance of participation of nurses in contract negotiations. The members of the Association negotiating team will work with their managers to make good faith attempts to adjust their schedules to accommodate negotiations, including arranging for schedule trades. If they are unsuccessful, the Medical Center agrees it will release up to eight members of the negotiating team from scheduled shifts to attend negotiation sessions, and for the first 12 bargaining sessions of each contract, without loss of pay, unless urgent patient care needs or operation needs arise in which case the Medical Center will notify the Association and the nurse. The parties will promptly discuss the issue to strive to mutually reach a solution to better ensure staff nurses are included in scheduled negotiations.

ARTICLE XIV – PROFESSIONAL DEVELOPMENT

A. Evaluations. The Medical Center shall provide counseling and evaluations of the work performance of each nurse covered by this Agreement not less than once per year.

B. In-Service Education. The Medical Center agrees to maintain a continuing in-service education program for all personnel covered by this Agreement. In the event a nurse is required by the Medical Center to attend in-service education functions outside his/her normal shift, his/her hours of attendance will be treated as hours worked.

C. Education Leave. Each regular full-time or part-time nurse shall be entitled to take 16 hours’ paid educational leave each year. Each resource nurse shall be entitled to take 8 hours’ paid educational leave each year, provided the resource nurse has worked at least 800 hours in the immediately preceding calendar year. Educational leave shall be for courses of benefit to the nurse and the Medical Center.

1. Educational leave may not be carried over from one year to the next.

2. At the time the leave is approved, the nurse and the manager will agree on a format and/or process for the purpose of sharing the contents of the educational program, upon return from the leave.

3. The Medical Center may grant more extended educational leave in cases it deems appropriate.

4. For any education time, the nurse will apply in advance to the appropriate nursing manager or designee for approval prior to the requested time. Approval of such requests will not be unreasonably withheld.

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

D. Education Fund. The Medical Center will provide up to \$175,000 in each calendar year of the contract, for assistance for regular full-time, part-time and resource nurses in meeting registration fees, required materials, travel, lodging, meals, and parking in conjunction with educational courses. One-half of the annual amount specified in the preceding sentence will be allocated to each half of the calendar year. Any part of the amount not used in the first six (6) months will be carried over to the last six (6) months of the calendar year, and there will be no carryover to the next calendar year. A regular nurse will be eligible for up to \$475 per year from the above annual amount. A resource nurse will be eligible for up at \$225 per year from the above annual amount, if the nurse has worked at least 800 hours in the immediately preceding calendar year.

1. Regular full-time and part-time nurses may apply to the Medical Center's nursing administration office, in advance of any educational course, for such assistance.

a. At the time of application, the nurse will provide a copy of the approval for education time under C.4 above.

b. If allocated funds are available for the nurse's assistance, the nurse will be notified prior to the course.

c. Payment up to the nurse's eligibility amount will be made to the nurse after completion of the course if the nurse submits the required materials within 60 days immediately following the completion of the course. Required materials include approval of time off, the document approving the funds, certification of attendance, and all original receipts. Failure to make such timely request will result in the assistance not being paid to that nurse, and the amount

will then be available for reimbursement to other eligible nurses. The Medical Center may, in its discretion, provide such additional sums as it deems appropriate.

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

E. Either party may re-open Article XIV with written notice to the other party before October 1, 2019.

ARTICLE XV – TASK FORCE

A. Purpose. The parties reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and maintain professional standards, a task force shall be established to examine nursing practice and staffing issues, including patient load, patient assignment, classification/acuity system, orientation, utilization of temporary nurses and resource, float pool, “short-hour” nurses, career ladder and clustering of units.

B. Membership. Association shall appoint up to eight (8) members to the task force, at least seven (7) of whom shall be employed by the Medical Center. The Medical Center may

designate up to eight members of leadership, one of whom will be the Chief Nursing Officer, as its members of the task force.

C. Meetings. The task force shall meet at least once a month to accomplish its assignment. Up to eight (8) nurse members shall be paid up to one and one-half (1.5) hours per month for attendance at task force meetings.

E. Agreement. If after exploring alternatives mutual agreement upon a solution acceptable to the task force is reached, such will be implemented by the Medical Center. If agreement cannot be reached, the Medical Center will respond in writing to the Association members' written recommendations within two (2) weeks of receipt.

E. Minutes. Minutes for each meeting shall be prepared and furnished to the Medical Center, Association and members of the task force. The Medical Center and Association will, upon request by the task force, supply records and information necessary to fulfill the task force's goals. The minutes and information furnished to Association and task force members in connection with the functioning of the task force are to be deemed confidential and may be disclosed to other persons only by mutual agreement of the Medical Center and Association.

ARTICLE XVI – HEALTHY WORK ENVIRONMENT AND STAFFING

A. The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together – including using the existing processes – to address the elements of a healthy working environment and agree with the AACN statement: "Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change." Caregiver engagement surveys that measure the work environment using the criteria outlined by the ANCC Magnet Recognition Program will occur at a minimum of every two (2) years. Unit administration will share the results of these caregiver surveys with their departments and develop plans to address the issues that the units identify as top priorities.

B. The Medical Center will adhere to the Oregon Nurse Staffing Law, which will be included for reference in the Professional Agreement Contract Book.

C. The Hospital Staffing Plan.

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

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

a. Unit based staffing committees will evaluate the regularity of incoming floats as well as resource hours and Education Leave approval, to assess the adequacy of their unit's core staffing and inform their work on the staffing plans. These assessments will be submitted to the Task Force.

D. Meetings of the Housewide Staffing Committee.

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

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

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

ARTICLE XVII – SENIORITY AND JOB POSTING

A. Definition of Seniority. Subject to paragraph 1 below, a nurse's seniority shall continue to be computed from the time of his/her last continuous employment by the Medical Center in any capacity within the bargaining unit, based on the date on which the nurse started bargaining unit work.

1. Resource nurses.

a. A resource nurse's seniority will be calculated based on the sum of:

(1) Following ratification of this Agreement, the parties will collaborate to develop a roster of resource nurses' seniority as of January 1, 2018.

Upon completion of such roster, it will be distributed to each resource nurse who will then have 45 days to raise any concern with their individual placement. A nurse who fails to raise any concern within the 45-day time period will not be permitted to file a grievance regarding their individual assigned seniority.

(2) Their hours worked thereafter, with 1,600 hours equivalent to one (1) year.

B. Break in Seniority. Seniority shall be broken and terminated if a nurse:

1. Quits unless reemployed within twelve (12) months.

2. Is discharged for just cause.

3. Is laid off for lack of work for twelve (12) consecutive months.

4. Is absent from work without good cause for three (3) consecutive working days without notice to the Medical Center.

5. Fails to report for work promptly without good cause after an accident or illness when released to return to work by physician.

C. Job Postings. All vacancies and new positions shall be posted for seven (7) calendar days. The notice shall state the position, shift, unit and number of days per week of the available position.

1. The Medical Center may temporarily fill the position during the posting period with a person of its choosing.

2. A nurse who desires to change shifts or to move to another position in the Medical Center will submit an application for that position.

3. Managers will make a good faith effort to communicate the posting or anticipated posting of positions to nurses working on the unit where a position will be posted. Such communication may be by email, staff meeting announcements, or other regularly used methods of communication.

4. Positions will be awarded to the most qualified nurse. The qualifications considered will be documented skills, ability, experience, and performance, and peer interview panel feedback. When equally qualified nurses bid for a position, it will be awarded to the senior candidate.

5. The Medical Center may post vacancies available only to external new graduate nurses.

6. A nurse may not use seniority to bid on another position within the department for one (1) year after beginning a fellowship.

7. To exercise seniority, the senior nurse must agree to work the number of days or weeks of the vacant position. A nurse who has left the bargaining unit may not use his/her seniority to gain reemployment and/or transfer back into a bargaining unit position. If a nurse returns to a bargaining unit position, seniority may then be used as set forth in Article XVIII 1.B.

D. Charge Nurses. Seniority shall prevail in advancement to Charge Nurse vacancies, only provided the skill, ability, experience, reliable and consistent use of HRO principles, and performance of the nurses are equal. The Medical Center shall be the sole judge of the relative skill, ability, and qualifications of the nurses (including leadership, communication, and conflict resolution skills and abilities). Said judgment shall not be arbitrarily or capriciously exercised.

E. Agency or Travelers. There will be a posted bargaining unit position within a cluster (within a unit in the perinatal and surgical clusters) where guaranteed agency nurses or travelers are being used to perform bargaining unit work other than to fill bargaining unit positions because of any combination of leaves of absence, vacations, holidays, and sick leave.

F. Transfers. A nurse is encouraged to communicate with his/her manager regarding the nurse's desire to move to a different nursing unit within the Medical Center. The nurse's manager will not prohibit a nurse from making or requesting an otherwise permitted transfer, and the provisions of Sections C and D of this Article will apply regarding such transfer requests. To be eligible to submit a transfer request to a different unit, a nurse must (1) have held their current position for at least six (6) months, unless agreed to by the Human Resources Director, and (2) have no disciplinary actions in the six (6) months prior to the request. A department head, supervisor, or hiring manager may not prohibit a nurse from making a request for transfer or to transfer.

ARTICLE XVIII – REDUCTIONS IN FORCE AND LOW CENSUS

A. Layoff. A layoff is defined as a staff reduction because of a position elimination or long-term reduction in hours, unit closure or merger, or Medical Center projections that the staff reduction in a unit and shift will continue for an extended period.

B. Qualifications. Subject to the provisions of Section D(2), for purposes of this Article, a nurse is “qualified” if the nurse currently works on or is oriented to the nursing unit where the positions exists, or is determined to be able to meet the routine or previously posted positions requirements, with an orientation not to exceed six (6) consecutive weeks.

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

D. Upon notice to the Association, representatives of the Medical Center and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs, reduction of the scheduling of agency, traveler and temporary nurses, and conversion from regular nurse status to an

intermittently employed nurse and FTE reductions (full-time nurses going to part-time status). The Medical Center will consider the options suggested by the Association but will not be required to implement the suggested options.

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

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

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

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

c. The displaced nurse may take the position of the least senior regular nurse in the patient care unit(s)/cluster in which the nurse is permitted to float, provided the nurse is qualified to perform the work of that position. However, no regular full-time or part-time nurse will be required to take the position of resource nurse and no nurse with benefits will be required to take a non-benefitted position. (The nurse whose position is thus taken will become the displaced nurse for purposes of the following sections); or

d. The displaced nurse may take the position of the least senior regular nurse in the bargaining unit, provided they are qualified to perform the work of that position. However, no regular full-time or part-time nurse will be required to take the position of resource nurse and no nurse with benefits will be required to take a non-benefitted position. (The nurse whose position is thus taken will become the displaced nurse for purposes of the following subsections); or

e. The displaced nurse may elect reclassification to resource status on a non-regularly scheduled basis; or

f. The displaced nurse may elect to transfer, if offered by the Medical Center, to a temporary position for not to exceed 90 calendar days or a position in a training program for not to exceed six (6) months, which position will not be considered a vacancy under this Article; or

g. The displaced nurse will be laid off.

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

3. Recall from layoff will be in the order of laid off nurses' seniority, provided the nurse is qualified to perform the work of the recall position. A displaced nurse under any of the five preceding subsections, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and shift from which the nurse was displaced, in order

of their seniority. Rights under this paragraph continue for up to twelve (12) months from the date of displacement. It is the responsibility of the displaced nurse to provide the Medical Center with any changes in address, telephone number or email address. A nurse forfeits any recall rights if the nurse fails to provide the Medical Center such changes and the Medical Center is unable to contact the nurse using such contact information. The Medical Center agrees it will attempt to contact the nurse by letter/mail, telephone and email (if provided by the nurse) and document such efforts. The recalled nurse must respond to the Medical Center within 14 calendar days of such contact or will forfeit all recall rights.

4. In Unit Posting to Prevent Layoff. In the event a unit is overstaffed on a shift, and is simultaneously understaffed on a different shift, and the Medical Center would otherwise be required to lay off a nurse on the overstaffed shift, the Medical Center will notify the Association and the parties will meet to review the positions and nurses affected. If the parties review the information and agree that posting the position as available only to nurses in that unit is necessary to prevent a layoff, the position may be posted notwithstanding Art. XVII (C).

F. Low Census Definitions:

1. Low Census - A Low Census event occurs when the Medical Center determines that there are more nurses scheduled or working than needed.
2. Rolling Calendar Year - For this Article, Rolling Calendar Year will mean the 26 pay periods preceding the current pay period.

G. Low Census Process:

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

2. Low Census from the “Mandatory List” will be assigned to the nurse with the lowest “Factor”.
3. “Factor”. A Mandatory List will be maintained, by assigning each full-time and part-time nurse a Factor calculated as follows:

Nurses's Total Low Census Hours* (voluntary and mandatory) in a rolling calendar year	\div	Nurse's FTE (expressed in annualized hours for the rolling calendar year)
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* Cancelled Extra Shifts are not included in the Low Census hours.

i. The Mandatory List will be updated every 12 to 24 hours and will be available for viewing by nurses. Each nurse is responsible for checking the Mandatory List and alerting his or her manager to any concerns with the calculation for that nurse or the nurse's relative placement on the list.

ii. Situations that will alter the assignment of Voluntary and Mandatory Low Census by the lowest Factor are:

1. The nurse's qualifications may not meet the needs of an area. Example: Charge nurse required, new graduate available. Special care nurse needed, staff nurse available.
2. The nurse whose turn it is to be off is already on an assigned day off.

iii. Any nurse who is assigned a Mandatory Low Census and desires to work may request to fill available positions on another day or another shift. The Medical Center will attempt to offer regular full-time and part-time nurses, who would be working except for being on Low Census, an opportunity to work such time in areas where they are

qualified, before assigning nurses on the “on call list” to work in such areas at such times.

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

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

a. Full Shift Low Census. This means that the nurse is not obligated to the Medical Center for that shift.

b. Partial Shift Low Census. This means that the nurse is obligated to the Medical Center for a portion of that shift.

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

2. Partial Shift Low Census.

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

b. If the Medical Center places a nurse on partial shift low census, whether voluntary or mandatory, and the nurse has informed the Medical Center of their preference to be placed on full shift low census, that nurse will be moved to the top of the list for voluntary low census.

c. To better ensure consistency of patient care and safety, if there is subsequent low census in that nurse’s cluster before the nurse has reported to work such that the nurse could be given full shift low census, the Medical Center

will grant that nurse's request for voluntary low census before granting the request of any other nurse who has already reported to work or who would have been ahead of the nurse on the voluntary low census list.

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

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

J. Protocol for Addressing Excess Mandatory Low Census: If the Association desires to discuss with the Medical Center its concerns regarding excess mandatory low census on any unit, it may raise that issue at a Task Force meeting. The parties shall consider actions to remedy the situation, including potential reorganization and/or implementation of a reduction in force.

ARTICLE XIX – Resource Nurses

Resource nurse will be hired into a unit and will report to the unit manager.

1. Resource nurses must submit availability for twenty-four hours per four-week scheduling period, pursuant to the process outlined below.

a. The twenty-four hours may include any open shifts of between four and twelve hours in length, at the nurse's discretion.

b. One of those shifts must be on a weekend.

c. At least two of the shifts (eight or twelve hour shifts as defined by the unit's core schedule) in a calendar year will be on a holiday (which will be rotated between winter (New Year's Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day)). Holidays worked as the result of a nurse trading a winter holiday for a winter holiday with another nurse and/or trading a summer holiday for a summer holiday with another nurse, with approval of the unit manager, will satisfy the holiday requirement. In addition, if a Resource nurse agrees to work a holiday shift for another nurse (outside of the trades described above) with the approval of the unit manager, that holiday will satisfy the holiday requirement. The manager will give consideration to those nurses, if any, who are were denied the ability to take PTO/Vacation, in determining whether to grant approval.

2. Process. The Medical Center will use the following process to schedule Resource Nurses:

a. After scheduling regular nurses, the Medical Center will identify holes (or gaps or open shifts) in the schedule, which may include pending vacation/PTO requests for holidays.

b. The manager on a unit will communicate those holes (or gaps or open shifts) to the Resource nurses.

c. From among the holes (or gaps or open shifts) in the schedule, a Resource nurse will indicate a minimum of twenty-four (24) hours for which he/she is available.

d. If a unit manager/scheduler is unable to identify a list of holes (or gaps or open shifts) in the schedule, each Resource nurse will still submit at least twenty-four (24) hours for which he/she is available.

e. The Medical Center will assign shifts to Resource nurses beginning with the first nurse who submitted his/her availability and proceeding in order of the date and time that the nurse submitted his/her availability.

f. Regular failure to submit the required minimum availability will result in termination of the Resource nurse's employment.

g. Resource nurses who have submitted appropriate availability for a scheduling period may assume responsibility for shifts of regular staff provided that such assumption does not (a) in the judgment of the Medical Center compromise the skill mix of a shift, or (b) create an overtime or incentive shift.

3. Standby Requirements. In addition to the provisions above, in those units with required call coverage, resource nurses will provide availability for standby based on the procedure/process determined by the department's scheduling practices, not to exceed the standby requirements applicable to regular full-time and part-time nurses.

4. Newly hired nurses will be placed on the wage scale in accordance with Appendix A, paragraph B.5.

5. After placement on the wage scale in Appendix A (as specified in paragraph 2 and 3), a resource nurse will be paid a differential of \$4.00 per hour in lieu of receiving vacation/PTO, EIT, and insurance benefits.

6. Resource nurses will be compensated for standby time as outlined in Appendix A, section D and subject to the requirements of Art V.H and Appendix D.

7. The extra shift provisions of Appendix A, section E will apply to resource nurses when a resource nurse works an extra shift of at least 4 hours, at the Medical Center's request, after having worked 36 hours in that same week.

8. The provisions of the Letter of Agreement: Clinical Ladder will apply to a resource nurse only if the resource nurse worked at least 1,150 hours in the twelve months immediately preceding his or her application (initial and renewal) to the clinical ladder program. A resource nurse's first 200 hours not worked due to low census are considered to be "hours worked" for purposes of this section.

9. Nurses will progress on the wage scale as set forth in Appendix A, Section A, on their respective anniversary dates (which means the seniority date determined by Article XVII, Section A (1)(a) in paragraph 1 above for each resource nurse).

10. Resource nurses who work at least 800 hours in a calendar year will receive a cash bonus equal to one dollar and fifty cents (\$1.50) for each hour worked, payable the first full pay period in January the following year. The resource nurse must still be employed by the Medical Center when the bonus becomes payable to receive it.

ARTICLE XX – NO STRIKE/NO LOCKOUT

In view of the importance of the operation of the Medical Center's facilities to the community, the Medical Center and Association agree that there shall be no lockouts by the Medical Center and no strikes, sympathy strikes, or other interruptions of work by nurses or Association during the term of this Agreement.

ARTICLE XXI – GRIEVANCE PROCEDURE

A. Purpose. Both the Medical Center and Association subscribe to the principle that grievances be promptly heard, acted upon and effectively resolved. Grievances which arise between the Medical Center and any nurse during the term of this Agreement shall be handled through this Article.

B. Definitions. A grievance is defined as any dispute over the Medical Center's interpretation and application of the provisions of this Agreement. As used in this Article, the word "days" shall mean calendar days.

C. Probationary Nurses. Probationary nurses shall have access to this grievance and/or arbitration procedure except for matters relating to discipline or termination.

D. Procedure:

A nurse who believes that the Medical Center has violated provisions of this Agreement is encouraged to discuss the matter with the nurse's manager before undertaking the following grievance steps. A grievance shall be presented exclusively in accordance with the following procedure:

Step 1: After consulting with a representative or officer of the Association, the nurse or the Association shall present the grievance in writing to the nurse manager or appropriate representative of the Medical Center as soon as possible but no later than 14 days from the date of occurrence, or the date when the nurse should reasonably have known of the occurrence, of the alleged violation upon which the grievance is based. The grievance shall set forth the facts of the dispute, including the date of the alleged violation, the names of the employee(s) affected, the specific provisions of this Agreement in dispute, and the relief requested. Any nurse who is an officer of the bargaining unit or the Association may present a group grievance where the occurrence actually involved at least four nurses, provided that either an officer of the bargaining unit or one of the affected nurses signs the grievance. The nurse manager or appropriate representative of the Medical Center shall respond in writing with

his/her specific reasons within seven (7) days after the discussion, if any, or within 14 days after receipt of the grievance, whichever is later.

Step 2: If the nurse is dissatisfied with the decision under Step 1, the nurse may present the grievance in writing to the Director of Nursing or appropriate management representative within seven (7) days of receiving a response required by Step 1. The Director of Nursing or other appropriate management representative shall meet with the grievant and a representative of the Association within seven (7) days and shall render a written response within five (5) days of such meeting.

Step 3: If the grievance is not resolved under Step 2, Association may submit the grievance to the Administrator within seven (7) days after receipt of the Director's response. The submission will include a written statement of the specific reasons for moving the grievance to this step that will provide the Administrator with sufficient information to investigate and respond to the grievance. The Administrator or designee's written response to the grievance shall be given within seven (7) days after a meeting between him/her and the grievant and a representative of Association. If no meeting is held, such written response is due within ten (10) days of presentation of the grievance.

Step 4: If the grievance is not resolved on the basis of the foregoing procedure, Association may submit the grievance to arbitration by notifying the Medical Center in writing within ten (10) days from receipt of the Administrator's response, or if the written response is not received within that time period, within twenty (20) days after proper presentation of the grievance to Step 3.

a. In the event the parties are unable to agree on the arbitrator within seven (7) days from the date the grievance is tendered at Step 4, the arbitrator shall be chosen from a list of five (5) names from the state of Oregon furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by the flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

b. The arbitrator will render a decision within thirty (30) days from the close of the hearing.

c. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement.

d. Expenses and compensation of the arbitrator will be divided equally between the Medical Center and Association.

D. Time Lines. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to a step are not met, unless the parties agree in writing to extend such time limits.

ARTICLE XXII – SEPARABILITY

A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

B. All provisions contained in this Agreement are subject to government review and approval under applicable economic controls, laws and regulations.

ARTICLE XXIII – SUCCESSORS

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

ARTICLE XXIV – DURATION AND TERMINATION

A. Duration. This Agreement shall be effective as of the date of execution, except as specifically provided otherwise, and shall remain in full force and effect until December 31, 2021, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this article.


B. Modification. If either party hereto desires to modify or amend any of the provisions of, or to terminate, this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31, 2021, or any December 31 thereafter that this Agreement is in effect.

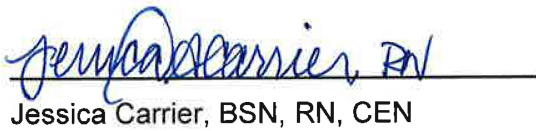
IN WHITNESS WHEREOF, the Medical Center and Association have executed this Agreement as of this 2nd day of May, 2018.

OREGON NURSES ASSOCIATION

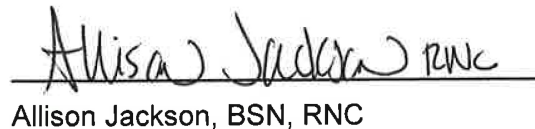

Glenda Peters, RN



John O. Smeltzer, BSN, RN-BC


Kathy Keane, BSN, RN



Jessica Carrier, BSN, RN, CEN

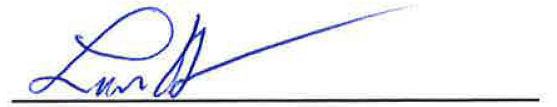

Josh Gilliam, BSN, RNFA, CNOR



Allison Jackson, BSN, RNC

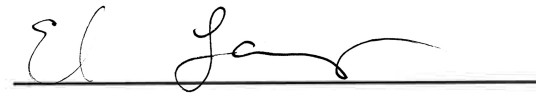

Seth Mooney, Labor Relations
Representative

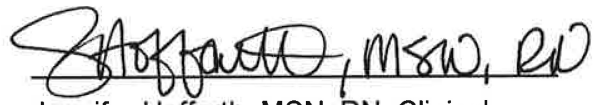
PROVIDENCE ST. VINCENT MEDICAL
CENTER

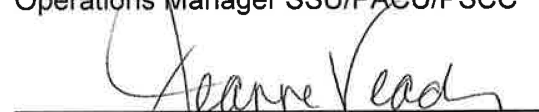

Jennifer Burrows, Chief Nursing Officer


Lori Richards, Director, Human Resources


Mike Dahlen, Director of Nursing: Medicine,
Surgery & Psychiatry


Elizabeth Lagler, Human Resources


Jennifer Hoffarth, MSN, RN, Clinical
Operations Manager SSU/PACU/PSCC


Jeanne Veach, RN, MSN, CMSRN, Float
Pools Manager

APPENDIX A – COMPENSATION

A. Wage Rates. The following are the rates of pay of all Staff Nurses employed under the terms of this Agreement. Effective the first full pay period that includes the date listed, the hourly rates listed in that column will apply.

Year 1, 2018: [If this Agreement is ratified by January 6, 2018] Effective the first pay period that includes 1/1/18: 2% increase to all steps. Resident rates 1A and 1B replace Step 1; current residents will be placed on the appropriate step based on their competency in the role. Newly hired residents will be slotted at step 1A.

Resident new hire: Resident competent:	Step	1/1/2018
	1A	\$ 37.09
	1B	\$ 38.08
	2	\$ 39.07
	3	\$ 40.31
	4	\$ 41.64
	5	\$ 43.35
	6	\$ 45.77
	7	\$ 46.23
	8	\$ 46.67
	9	\$ 47.13
	10	\$ 47.58
	11	\$ 48.03
	12	\$ 48.48
	13	\$ 48.92
	14	\$ 49.38
	15	\$ 49.83
	16	\$ 50.33
	17	\$ 50.85
	18	\$ 51.33
	19	\$ 51.84
	20	\$ 52.34
	21	\$ 53.14
	22	\$ 53.95
	25	\$ 55.03
	30	\$ 55.86

Nursing Float Pool RNs: Effective the first pay period that includes 1/1/18, RNs in the Nursing Float Pool at step two (2) and higher will receive a one (1) step credit on the contract scale for as long as they remain in the Float Pool. Nurses will remain one (1) step higher unless and until

they transfer out of the Nursing Float Pool to another department, at which time they will be moved back to one (1) step lower on the scale.

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

Year 2, 2019: Effective the first pay period that includes 1/1/19, all nurses will move onto a new pay scale structure, as follows:

New Step	1/1/2019
1A	\$ 37.74
1B	\$ 38.69
1	\$ 39.63
2	\$ 41.41
3	\$ 43.07
4	\$ 44.58
5	\$ 45.92
6	\$ 46.84
7	\$ 47.78
8	\$ 48.26
9	\$ 48.74
10	\$ 49.23
11	\$ 49.72
12	\$ 50.22
13	\$ 50.72
14	\$ 51.23
15	\$ 51.61
16	\$ 52.00
17	\$ 52.39
18	\$ 52.78
19	\$ 53.18
20	\$ 53.45
21	\$ 53.72
22	\$ 53.99
23	\$ 54.26
24	\$ 54.53
25	\$ 55.86

Retention Bonus: Effective the first pay period that includes 12/31/2019, RNs who reach an anniversary of reaching step 25 that is evenly divisible by five (5) (e.g. 5, 10, 15 or 20 years after reaching step 25) will receive a retention bonus equal to \$0.75 (seventy-five cents) for every hour worked in the previous five (5) years.

Year 3, 2020: Effective the first pay period that includes 1/1/2020: 2% increase to all steps.

Step	1/1/2020
1A	\$ 38.49
1B	\$ 39.46
1	\$ 40.42
2	\$ 42.24
3	\$ 43.93
4	\$ 45.47
5	\$ 46.84
6	\$ 47.78
7	\$ 48.74
8	\$ 49.23
9	\$ 49.71
10	\$ 50.21
11	\$ 50.71
12	\$ 51.22
13	\$ 51.73
14	\$ 52.25
15	\$ 52.64
16	\$ 53.04
17	\$ 53.44
18	\$ 53.84
19	\$ 54.24
20	\$ 54.52
21	\$ 54.79
22	\$ 55.07
23	\$ 55.35
24	\$ 55.62
25	\$ 56.98

Year 4, 2021: Effective the first pay period that includes 1/1/2021: 2% increase to all steps.

Step	1/1/2021
1A	\$ 39.26
1B	\$ 40.25
1	\$ 41.23
2	\$ 43.08
3	\$ 44.81
4	\$ 46.38
5	\$ 47.78
6	\$ 48.74
7	\$ 49.71
8	\$ 50.21
9	\$ 50.70
10	\$ 51.21
11	\$ 51.72
12	\$ 52.24
13	\$ 52.76
14	\$ 53.30
15	\$ 53.69
16	\$ 54.10
17	\$ 54.51
18	\$ 54.92
19	\$ 55.32
20	\$ 55.61
21	\$ 55.89
22	\$ 56.17
23	\$ 56.46
24	\$ 56.73
25	\$ 58.12

Step Progression

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

3. In 2018, in order to be eligible for Step 25, the nurse must have been continuously employed by the Medical Center for at least 25 years and at Step 22 for at least one year.
4. In 2018, a nurse will progress to Step 30 after being on Step 20 or higher for ten years.

B. Additional Wage Provisions.

1. Nurses' compensation shall be computed on the basis of hours worked.
2. A nurse temporarily assigned to a higher position and shift shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four (4) hours or more.
3. Regularly scheduled part-time nurses shall receive consideration for promotional advancement.
4. Merit Raises: The Association recognizes this contract to contain the minimum standards of employment. This contract should not be construed to limit management's right to reward an individual nurse's performance over and above the prescribed conditions called for in this Agreement.
5. Credit for prior experience: A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s) during the immediately preceding five (5) years. A year of experience under this section is 1,872 hours of the related work. The Medical Center may, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

C. Differentials.

1. Charge Nurses. Charge nurses shall receive a differential of \$3.60 per hour in addition to the appropriate Staff Nurse hourly rate set forth above. Relief charge nurses shall receive, during the period of assignment to the charge nurse function, \$2.50 per hour in addition to the appropriate Staff Nurse hourly rate set forth above.

2. Shifts.

a. Nurses will be deemed to be assigned for shifts as follows:

Half or more of the nurse's
assigned hours are
between the hours of:

Shift

7 a.m. and 3 p.m.

Day

3 p.m. and 11 p.m.

Evening

11 p.m. and 7 a.m.

Night

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

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

i. Evening shift: \$2.50 per hour.

ii. Night Shift: \$5.80 per hour.

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

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

e. However:

i. Nurses scheduled for a 7 a.m. to 7:30 p.m. shift (day shift as defined above) will be paid evening shift differential for all hours worked on the shift after 3:30 p.m., if those hours do not otherwise

qualify for shift differential under the other paragraphs of this section 2; and

- ii. Nurses who, on the date of ratification of this Agreement are regularly assigned to a shift for which they receive shift differential pay for hours that would not be eligible for shift differential pay under 2.a, above, will continue to be paid the shift differential for those hours. This paragraph will cease to apply once the nurse is assigned to another shift. The nurse will thereafter be subject to the preceding paragraphs.

3. Certifications. A nurse who meets the requirements of this section shall receive a \$1.75 per hour certification differential.

a. The nurse must have a current nationally recognized certification on file with the Medical Center for the area where the nurse works a significant number of hours. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to the Medical Center of certification renewal before that date. If the proof is submitted to the Medical Center after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

b. A nurse will be deemed to have worked a significant number of hours in the area if at least one-half of the nurse's hours worked are in that area. The Medical Center may, in its discretion, determine that some lower proportion of hours worked in an area qualifies as a significant number of hours worked for the purposes of this section.

c. Only one certification and one certification differential will be recognized at a time for the purposes of this section. Nurses with multiple recognized certifications will receive certification differential for only one at a time.

d. The Medical Center will specify not less than one certification to be recognized for each of the following areas: med/surg, day/surg, float, surgery, critical care, IV therapy, emergency, family maternity, recovery, orthopedics, neuroscience, psych, and kidney dialysis. The IBCLC certification will also be recognized under this section for the family maternity area, and will replace all other premiums for such certification or expertise.

4. Preceptors. A nurse assigned as a preceptor will be paid a differential of \$2.00 worked as a preceptor. A preceptor is a nurse who is designated by his/her nurse manager to assess the learning needs of a nurse or capstone student nurse; plan the nurse's/capstone student nurse's learning program; implement the program; provide direct guidance and supervision to the nurse during the program; and, in conjunction with the nurse manager and/or designee, evaluate the nurse's progress during the program. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

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

1. Nurses scheduled for standby shall be paid the sum of \$4.70 for each hour of scheduled standby.

2. Time actually worked on a call-back while on scheduled standby shall be paid for at one and one-half (1-1/2) times the nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such premium pay rate will begin with the time the nurse actually begins work during the standby period. Such premium rate will apply only where (1) the nurse has first clocked out and then received a call from the nurse's unit manager or designee asking the nurse to return to work or (2) where the nurse continues his or her scheduled shift for 60 minutes or more. If the nurse continues his or her scheduled shift for 59 minutes or less, the nurse will receive one hour of the premium rate.

3. Mandatory Scheduled Standby. For nurses who work in units with mandatory scheduled standby, the following provisions will apply:

a. If staffing on a unit with mandatory standby requires that nurses exceed 52 hours of standby in a 4 week schedule, such nurses will for such schedules be paid \$10.00 for all standby hours in excess of 52.

b. Scheduling of all standby hours will be distributed fairly and equitably among affected nurses.

c. On units where a nurse or nurses wish to voluntarily exceed 52 hours of scheduled standby per 4 week schedule, all such voluntary hours in excess of 52 will be paid at \$4.70 per hour.

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

E. Extra Shifts.

1. Extra shifts differential. A nurse will be paid a differential of \$18.00 per hour for all hours worked per week in excess of thirty-six (36), when such excess hours result from the nurse agreeing to work an extra shift of at least four (4) hours in duration (3.5 hours for 9-hour shift nurses), at the request of the Medical Center. This differential will be \$19.00 per hour for hours worked on weekend shifts, which are defined as shifts beginning within the period from 7:00 p.m. on Friday through 6:59 p.m. on Sunday. The differential will not be paid for any unworked hours.

2. Regularly scheduled hours. For the purposes of determining “the nurse’s regularly scheduled hours for the week” under Paragraph 1 above, regularly scheduled hours actually worked in the week will be counted, and the following regularly scheduled hours will also be counted for the week:

- a. Not worked because of Low Census;
- b. Not worked because the Medical Center required attendance at a specific education program;
- c. Not worked because the nurse was on a paid educational leave from such hours; and
- d. Not worked because the nurse was excused due to a holiday under Article VI, Section A (including a compensating day off given for one of those holidays), from hours that would otherwise have been worked.

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

e. Hours worked as a result of being called into work while on a mandatory standby shift will be paid with the extra shift differential only when such hours exceed four (4) in the callback shift and will exceed 36 hours in the week.

f. Regular part-time nurses will qualify for incentive pay for hours above their FTE provided that such hours are part of an extra shift of at least four (4) hours and that they have picked up responsibility for the shift within 24 hours of the start of the shift.

4. Scheduled extra shifts. After the scheduling plan sheet is processed, the unit manager will determine which vacant shifts will be offered as scheduled extra shifts. These scheduled extra shifts will be designated on the list of open shifts on the unit. Prior to the Posting of the Final Schedule, only open shifts designated as scheduled extra shifts will qualify for the extra shift incentive.
- a. Prior to offering any extra shifts, the Medical Center may ~~assign~~ offer each volunteering resource nurse up to 36 hours of work per week.
 - b. Each regular part-time and full-time qualified nurse will be given preference for these shifts in order of the nurse's seniority, for up to two (2) extra shifts in the nurse's home unit during the schedule period, provided, however, that nurses indicating a willingness to float within their cluster will have priority over nurses who do not make themselves available to float. The order specified above will recur until all the open shifts have been assigned or there are no remaining requests for an open shift.
 - c. These shifts will be coded on the final posted schedule as scheduled extra shifts.
 - d. If a scheduled extra shift is canceled, and if standby is needed by the Medical Center, the nurse will be given the option to be on standby for the nurse's cluster.
 - e. Any nurse scheduled to work an extra shift will receive at least two (2) hours' advance notice if the shift is to be canceled. This notice requirement will be deemed satisfied by a reasonable effort to notify the nurse by telephone not to report for work.
 - f. If the foregoing notice provision is not satisfied, or if the nurse is permitted to come to work without receiving any notice, the nurse is eligible to receive four (4) hours of pay in accordance with the provisions of Paragraph 1 herein.
 - g. Nurses working scheduled extra shifts are subject to being called off, after four (4) hours of work, prior to any other nurse working a regular shift, subject to the particular needs of patients and continuity of patient care at the time of the call-off.
 - h. Qualifications. To qualify for working an extra shift, a nurse must have the skill, ability and qualifications that meet the needs for the particular assignment. Nurses may be disqualified from working an extra shift for a period of six (6) months after receiving a corrective action.

F. Pyramiding. There shall be no pyramiding of time-and-one-half and/or double-time premiums under this Agreement.

APPENDIX B – CLINICAL LADDER

LETTER OF AGREEMENT: CLINICAL LADDER

Between Oregon Nurses Association and Providence St. Vincent Medical Center

Providence St. Vincent Medical Center (the “Medical Center”) and Oregon Nurses Association (the “Association”) are committed to the professional development, satisfaction, recruitment and retention of nursing staff. This brings about the best working conditions, patient care and benefits to our community at large. To that end, the Clinical Ladder program is in place to allow staff nurses to develop and explore professionally in areas to the mutual advantage of the nurse and the Medical Center.

To that end, the parties hereby adopt the currently agreed upon Clinical Ladder Program (“the Program”) and the following terms in connection with said Program:

1. Nurses covered by the parties’ Collective Bargaining Agreement (“Agreement”) are eligible to participate in the Program, in accordance with the Program’s terms.
2. Nothing in the Program is subject to the grievance procedure set forth in the Agreement.
3. A Nurse who has been approved for, and is participating in, an advanced level under the Program will receive an increase in her/his Appendix A, Section A, hourly rate of pay under the Agreement, equal to the applicable amount set forth below for the Nurse’s Clinical Ladder level:

RN I	\$1.75
RN II	\$3.00
RN III	\$5.00
RN IV	\$6.00

4. In addition to the above-listed increase in hourly rate of pay, Nurses approved for and participating at, the following shall be eligible for:

a. Level I RNs 8 hours, Level II RNs 16 hours, Level III and Level IV RNs 32 hours additional paid educational leave annually.

b. Level I RNs will receive up to one hundred and fifty (\$150.00), Level II RNs will receive up to three hundred dollars (\$300.00), Level III RNs will receive up to six hundred dollars (\$600.00), and Level IV RNs will receive up to seven hundred dollars (\$700.00), in addition to whatever expense reimbursements they may otherwise qualify for, to defray the cost of registration and attendance in connection with the additional paid educational leave set forth in paragraph 4a. (The parties acknowledge that these dollars are allocated based on a calendar year and, if not used in a calendar year, the funds will not rollover into the next year.

5. The Medical Center shall provide two educational conferences, one between January –June 2016, (depending on speaker availability) and a second in 2018, for all registered nurses at Providence St. Vincent Medical Center. The conferences will be planned collaboratively by the Medical Center and the Clinical Ladder Board. Priority in registration and requests for release time will be given to Clinical Ladder Board members, followed by Clinical Ladder Program participants, after which open registration for any remaining seats and release time will be offered for all other nurses. Request for released time from work will be subject to the Medical Center's staffing needs. Clinical Ladder Program Participants will receive additional paid educational leave to attend this conference. Nurses attending the conference that are not program participants may apply their professional educational funds (if applicable), as set forth in the Collective Bargaining Agreement at Article XIV (Professional Development). If the Medical Center does not release a Clinical Ladder participant from work to attend the conference, the Nurse will, upon request, be given paid educational hours equivalent to the conference time, at a later date.

6. Clinical Ladder Board

a. The Clinical Ladder Board ("the Board") will operate consistent with this Agreement and its charter (as enacted in March 2014 and revised April 27, 2015 to conform with this agreement). The charter will be developed by the Board. Should the Board desire to amend the charter, it will submit the amendments to the Medical Center and Association for formal approval.

b. The Board will consist of up to 16 nurse members through 2015; up to 18 nurse members through 2016; and up to 20 nurse members thereafter. Board members

will be Association members. Once each quarter, each nurse member will be compensated for his or her actual times spent in packet review meetings, up to a total of 32 hours per year. If such meetings are less than the length of the nurse's scheduled shift for that day, a Board member may return to work for the remainder of their shift, use PTO for the remainder of the shift, or take the remainder of the shift as unpaid leave. In addition, each Board member will receive a stipend of \$200 for each full quarter they act as a Board member (\$300/quarter each for the Board Chair and Chair Elect), to reflect their time spent attending other Program-related meetings, providing mentoring, and organizing Program-related trainings and conferences.

- c. The Board shall prepare the agenda and keep minutes of the meetings, copies of which shall be provided to the Chief Nurse Executive and a designated Clinical Ladder liaison from the Medical Center's management team and Association within two (2) weeks of each Board meeting. The minutes shall include a list of projects reviewed and approved by the Board each quarter.

7. Clinical Ladder Process Review Committee

- d. The parties agree to form a Clinical Ladder Process Review Committee ("the Committee") to review successes and challenges of the Program, and to resolve any individual concerns about the process, review topics for levels 3 and 4 projects, project results, and any other disputes that may arise under the Program.
- e. The Committee will consist of 2 members of the Board, the Medical Center's Chief Nursing Officer, one management representative chosen by the Medical Center, one Human Resources representative chosen by the Medical Center, and one Association representative or designee.
- f. The Committee will meet quarterly on the same day that the Clinical Ladder Board meets. The Committee will review the number of applicants, approvals and denials, and will discuss any potential issues (e.g., whether certain units are declining in participation). The results of the Committee meeting will be reported at the nearest Labor Management Task Force Committee Meeting.

- g. The Committee will meet within 14 days of a request from a nurse applicant, the Clinical Ladder Board, the Medical Center, or the Association, unless the parties agree to extend such deadline in writing. Such request for a meeting will describe the concern and the requested resolution. The Committee will respond to the concern in writing within 14 days of its meeting, unless the parties agree to extend such deadline in writing.
- h. The Committee may invite any nurse or nurse manager to its meeting if it determines that the nurse or nurse manager can provide information helpful to understanding an issue or concern, or that would help the Committee's decision-making process.
- i. Any nurse who wishes to attend a meeting during open session may do so. Advance notice to the Committee is encouraged when possible. The Committee may at times hold an executive (closed) session which will not be open to nurses or managers, subject to subsection 7e., above. Executive (closed) sessions may be called in instances in which the Committee reviews an issue affecting an individual applicant.

g. The Committee will endeavor to make decisions by consensus. If it cannot reach consensus, decisions will be made by a majority vote of the voting members, which will be the two Clinical Ladder Board members, the Chief Nursing Officer, and the management representative.

h. Committee members will be paid for time spent in committee meetings, which hours will not be subject to the limitations in Section 6.b.

8. Four (4) 90 minute trainings for nurses interested in participating in the revised Program will be provided by up to six Clinical Ladder Board Members, who will be paid for the time spent in each training session, between ratification of this agreement and December 31, 2015.

9. The Program will remain in effect as currently agreed upon, except as modified by this Letter of Agreement or by subsequent agreement of the parties. Notwithstanding this provision, if the Clinical Ladder Board determines additional revisions to the clinical ladder packet (non-economic terms) are appropriate, the Board may request that the Medical Center and Association meet to review the Board's proposed changes. If the Association and the

Medical Center mutually agree, the parties may modify the clinical ladder packet prior to July 1, 2018.

10. The Program will continue in effect, in accordance with this Letter of Agreement, through July 1, 2018. It will remain in effect from year to year thereafter unless either party notifies the other of its desire to terminate or modify it, by giving at least ninety (90) days written notice of termination to the other party and at least sixty (60) days written notice of termination to the Federal Mediation and Conciliation Service. Whether or not such notice is given, all provisions of this Agreement, including its No Strike/No Lockout article will remain in full force and effect in accordance with the terms of the Agreement.

11. The parties agree that during the 2018 renegotiation of the clinical ladder program, to discuss whether the program is appropriately compensated at each of its levels, and also to discuss a possible increase to the certification differential in Appendix A, Section C(3) in relation to the clinical ladder compensation. At such time of renegotiation, the parties will agree on an implementation date for any changes.

APPENDIX C – STANDARDS OF BEHAVIOR

The Medical Center and the Association strongly support standards of behavior in the workplace that are consistent with the mission and core values of Providence Health System and with the ANA Code of Ethics. The parties support the enforcement of these standards with respect to all Medical Center employees and contractors, including managers, providers, and bargaining unit nurses. There is an inherent value in the observance of standards of behavior that create a culture where employees feel valued and patients are attended to with the utmost care and respect. Accordingly, the parties agree as follows:

A. Zero Tolerance. The parties agree to cooperate with each other to promote zero tolerance of hostile, violent or abusive behavior, consistent with existing contract provisions and Medical Center policies prohibiting intimidation and harassment.

B. Collaborative Work Environment. The parties agree to actively and cooperatively reinforce with bargaining employees and their managers the positive attributes that characterize and sustain a collaborative, professional workplace environment.

C. Reporting and Non-Retaliation. The Medical Center, in partnership with the Association, supports nurses individually addressing and reporting, if necessary, incidents that involve violations of the above-referenced standards of behavior. The parties will be diligent in assuring that no nurse will experience any retaliation for reporting such a violation.

APPENDIX D –
ADDITIONAL PROCEDURES FOR SURGICAL SERVICES AREAS

A. Main Operating Room.

1. The department will be staffed twenty-four (24) hours a day, with work schedules designed to provide care as needed. Start times generally are: 7 am, 9 am, and 11 am on day shifts, 3 pm on evening shifts, and 11 pm on night shifts. Nurses who have worked continuously in the operating room or the cardiac surgery unit since before January 1, 1980, will not be scheduled to work Sundays (except on standby) without their consent.
2. Main operating room nurses may be assigned to provide operating room procedures in any department or unit.
3. Changes in the assigned days off of part-time nurses may occur (a) when the nurse's scheduled shift or FTE status changes; (b) on a voluntary basis if agreed to by the Medical Center; or (c) in all other circumstances, on the basis of reverse seniority of the part-time nurses on the shift. If a nurse's assigned days off are changed under "c" and a vacancy occurs on the same shift with the same number of days per week within 90 days of the change, the nurse will be given the first opportunity to fill the vacancy. The preceding sentence will not apply to nurses who enter the main operating room on or after January 1, 1994.
4. Except as limited by subsection 1 above or as the result of volunteers, nurses will rotate to cover weekend shifts, usually not more than once every five to six weeks.

B. Cardiac Surgery Operating Room Nurses.

1. The cardiac surgery operating room unit will be staffed, with work schedules designed to provide care as needed. Nurses who have worked continuously in the operating room or the cardiac surgery operating room unit since before January 1, 1980, will not be scheduled to work Sundays (except on standby) without their consent.
2. Cardiac surgery operating room nurses will float to other cardiac operations departments and the main operating room, subject to the provisions of Article VIII, and perform prescribed duties as needed.

C. Standby Exemption.

1. Main Operating Room Nurses who have been assigned a regular schedule of standby in any of the Medical Center's operating rooms for at least twenty (20) years as an RN or operating room technologist will be exempt from standby if they so choose before the schedule is prepared. If there are problems in covering standby or if the exemption of such 20-year nurses from standby results in an increase to the required standby shifts of the non-exempt nurses of greater than four (4) call shifts per call rotation schedule (6 weeks) over three call rotations periods (18 weeks), the Medical Center and Association will meet, upon request, to consider modification of the exemption in order to provide appropriate standby.

2. Nurses working in the Cardiac Surgery Operating Room, Cath Lab, Surgical Services Ophthalmology, Medical Procedures Unit, Pediatrics operating rooms and who have been assigned a regular schedule of standby in the one or more of these units for at least twenty (20) years as an RN or operating room technologist, may, when staffing levels permit, be allowed to be exempt from or to have a reduced required standby obligation on their unit(s). The extent of the reduction or exemption will depend on the number of senior nurses on the unit and the unit's operating requirements, as determined by the Medical Center in collaboration with each unit's staffing committee. It is the intent of the parties that such reduction or exemption will not cause the other nurses on the affected unit to experience an increased standby obligation of more than one standby shift per standby schedule. The reduction/exemption may be rescinded if core staffing needs cannot be met.

D. Standby Expectations

1. Nurses on standby will be expected to be able to arrive at work within thirty (30) minutes. Sleep rooms for use during non-working time while on standby are provided for those who want to remain in the Medical Center.

2. Standby hours may be "given away" to qualified staff with the prior approval of the Medical Center.

E. Overtime Waiver.

Operating Room nurses, and Post Anesthesia Care nurses, when all of the work in the 24-hour period is performed in the provision of post anesthesia care, may waive overtime under Article V, D.2 (or daily overtime under any applicable Nine-hour, Ten-hour, or Twelve-hour Schedule Agreement), by signing a form which provides for replacement of such waived overtime with overtime compensation for all consecutive hours worked in excess of eight (or nine, or ten, or twelve, if applicable, under the Nine-hour, or Ten-hour, or Twelve-hour Schedule Agreements). Such waiver may be revoked upon 30 days' written notice to the Medical Center.

F. Resource Nurse Standby Requirements.

1. Resource nurses hired on or after February 24, 2010 (the date of the ratification of the Resource Nurse Agreement) shall be subject to the standby requirements of Article V (H)(3). Resource nurses employed prior to February 24, 2010 will not be subject to the standby requirements in Article V (H)(3) but shall continue to fulfill the standby requirements which existed prior to February 24, 2010. This provision applies to resource nurses employed in the Cardiovascular Operating Room, Pediatrics Operating Room, Medical Procedures Unit, Surgical Services Ophthalmology, Cath Lab and Main Operating Room. Resource nurses will provide availability for standby based on the procedure/process determined by the department's scheduling practices, not to exceed the standby requirements applicable to regular full-time and part-time nurses.

2. In addition to F.1, above, resource nurses who have been assigned a regular schedule of standby in any of the Medical Center's procedural areas for at least 20 years as an RN will not be required to take standby in the Main Operating Room.

APPENDIX E – HEALTH, DENTAL, AND VISION 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 2018:

Medical Benefit Design 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 (does not include deductible)	\$2,150 per person \$4,300 per family	\$1,500 employee only \$3,000 if covering dependents
Preventive Care	No Charge	No Charge
Primary Care Provider visits (non-preventive)	\$20 copay	10% after deductible

Specialist Provider	Tier I network: 10% after deductible Tier II network: 20% after deductible	Tier I network: 10% after deductible Tier II network: 20% after deductible
Lab and x-ray	20% after deductible	20% after deductible
Alternative care (chiropractic, acupuncture)	Tier I, Tier II network: 20% after deductible Combined 12 visit limit per calendar year	Tier I, Tier II network: 20% after deductible Combined 12 visit limit per calendar year
Naturopathy	Tier I, Tier II network: 20% after deductible	Tier I, Tier II network: 20% after deductible
Outpatient behavioral health care visits	No Charge	Tier I, Tier II network: No charge after deductible
Outpatient hospital/surgery facility fees (except hospice, rehab)	Tier I network: 10% after deductible Tier II network: 25% after deductible	Tier I network: 10% after deductible Tier II network: 25% after deductible
Inpatient hospital facility fees, including behavioral health	Tier I network: 10% after deductible Tier II network: 25% after deductible	Tier I network: 10% after deductible Tier II network: 25% after deductible
Hospital physician fees	PH&S employed: 10% after deductible Other in-network: 20% after deductible	PH&S employed: 10% after deductible Other in-network: 20% after deductible
Emergency room	\$250 copay (waived if admitted)	20% after deductible
Urgent Care professional fees	Tier I network: 10% after deductible Tier II network: 20% after deductible	Tier I network: 10% after deductible Tier II network: 20% after deductible

Maternity Pre-natal as Preventive Care	Tier I, Tier II network: No Charge	Tier I, Tier II network: No charge
Delivery and Post-natal Provider Care	Tier I, Tier II network: No Charge	Tier I network: 10% after deductible Tier II network: 20% after deductible
Maternity Hospital Stay and Routine Nursery	Tier I network: 10% after deductible Tier II network: 25% after deductible	Tier I network: 10% after deductible Tier II network: 25% after deductible

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 (HRA) Medical Plan		Health Savings (HSA) Medical Plan	
Full Time	2018	2019	2018	2019
Employee Only	\$11.80	5% of premium	\$0.00	\$0.00
Employee and child(ren)	\$23.10	8% of premium	\$11.30	Not to exceed 15% of premium
Employee and Spouse/Partner	\$31.30	8% of premium	\$19.55	Not to exceed 15% of premium
Employee and Family	\$43.10	8% of premium	\$30.85	Not to exceed 15% of premium
Part Time	2018	2019	2018	2019

Employee Only	\$24.65	10% of premium	\$12.35	Not to exceed 10% of premium
Employee and child(ren)	\$43.65	13% of premium	\$31.35	Not to exceed 20% of premium
Employee and Spouse/Partner	\$56.45	13% of premium	\$44.20	Not to exceed 20% of premium
Employee and Family	\$75.45	13% of premium	\$63.20	Not to exceed 20% of premium

Prescription Drugs

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Tier I Network Retail Pharmacies (30-day supply)	Preventive: No Charge Generic: \$10 copay per Rx 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)
Other Tier II Network Retail Pharmacies: (30 day supply)	Preventive: No Charge Generic: \$10 copay per Rx 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 (maximum \$150 per Rx) Non-formulary brand: 50% of cost after deductible (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% of cost after deductible (maximum \$150 per Rx)	20% of cost after deductible (maximum \$150 per Rx)
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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 (note: pro-rated for those hired mid-year)	\$700 Individual \$1,400 Family	\$700 Individual \$1,400 Family
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 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 (with in-network deductible)	\$2,600 per person \$5,200 max per family	\$2,300 employee only \$4,600 if covering dependents

Any balance left 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 or any applicable/required laws. If the nurse has been employed for at least five 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 who change to a non-benefits eligible status may also use the vested balance in the HRA to pay for COBRA premiums. Starting in 2016, HRA funds (those associated with the HRA Medical Plan) will be available to cover eligible Providence employee dental and vision plan expenses, and not just HRA Medical Plan expenses. HRA funds deposited after Jan. 1, 2016, will no longer be available for use once enrollment in the HRA medical plan has ended.

Coordination of Benefits. The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2018.

Dental

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

Major				
Crowns, veneers or onlays, crown build ups, Post and core on endodontically treated teeth,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500 per person	\$1500 per person	\$2,000 per person	\$2000 per person
Annual Deductible Per person	\$50	\$50	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150
Orthodontia	Not covered		50% after \$50 lifetime deductible \$2,000 lifetime maximum	

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	13% of premium
Employee and child(ren)	\$4.47	30% of premium	\$10.49	39% of premium
Employee and Spouse/Partner	\$7.45	30% of premium	\$14.98	39% of premium
Employee and Family	\$11.91	30% of premium	\$21.70	39% of premium
Part Time	2018	2019	2018	2019
Employee Only	\$4.96	20% of premium	\$8.72	31% of premium
Employee and child(ren)	\$10.92	40% of premium	\$16.94	48% of premium
Employee and Spouse/Partner	\$14.89	40% of premium	\$22.42	48% of premium
Employee and Family	\$20.84	40% of premium	\$30.63	48% of premium

*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.

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 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.

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	50% of premium
Employee and child(ren)	\$5.60	50% of premium
Employee and Spouse/Partner	\$6.22	50% of premium
Employee and Family	\$9.33	50% of premium
Part Time	2018	2019
Employee Only	\$4.98	80% of premium
Employee and child(ren)	\$8.96	80% of premium
Employee and Spouse/Partner	\$9.96	80% of premium
Employee and Family	\$14.93	80% of premium

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:

- Does not have coverage through his or her employer
- Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage)
- Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage)
- Is a Providence benefits-eligible employee

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.

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. Toward that end, the Medical Center will form a Task Force on Health Insurance.

The purpose of this committee is to review relevant data and provide input and recommendations to the Medical Center as to whether the insurance program is achieving the goal of improved wellness of employees and reduction in associated costs. The work of the Task Force could also include, e.g, an assessment of whether the anticipated cost increases were realized, whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization, etc. This Task Force will jointly make recommendations for plan design. The Task Force will not, however, have the authority to negotiate or to change the terms of the contract.

The Medical Center agrees that it will include 2 nurses selected by the Association and one representative from the Association to review the medical insurance provided by the Medical Center. The Task Force will meet at least quarterly, and the nurse members will be paid for attendance at the Task Force meetings.

The parties further agree that if the Medical Center creates a regional committee or task force (that is created to include employees at multiple Providence facilities in Oregon), the representatives on the Medical Center's Task Force will be included in that regional Task Force.

NINEHOUR SCHEDULE AGREEMENT

PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the 9hour schedule.
2. I understand and acknowledge that in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1 1/2) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:
 - a. Nine (9) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or
 - b. Thirty-six (36) hours every workweek of seven (7) consecutive days.
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

APPROVED:

Signature of employee

Date:

For Providence St. Vincent Medical Center

Employee #:

cc: Employee

Employee's File

TENHOUR SCHEDULE AGREEMENT

PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the 10hour schedule.
2. I understand and acknowledge that, in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1 1/2) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:
 - a. Ten (10) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or
 - b. Forty (40) hours in each workweek of seven (7) consecutive days.
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

APPROVED:

Signature of employee

Date:

For Providence St. Vincent Medical Center

Employee #:

cc: Employee
Employee's File

TWELVE-HOUR SCHEDULE AGREEMENT

PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the 12hour schedule. Under this schedule, the normal work day shall consist of 12 hours work per day within 12 1/2 consecutive hours, with a work schedule based on three 12hour days per week.

2. I understand and acknowledge that in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1-1/2) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:

a. 12 hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating 24 hours later; or

b. 36 hours every workweek of seven (7) consecutive days.

3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.

4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule

APPROVED:

Signature of employee

Date:

For Providence St. Vincent Medical Center

Employee #:

cc: Employee
Employee's File

**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 this unique experience, 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 following the announcement of the layoff provided that such behaviors or misconduct is documented in writing in the nurse's personnel file and communicated in writing to the nurse.

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

This agreement will only be honored for Providence nurses with a different Providence employer when a similar agreement with regards to hiring exists in the association contract if any of that nurse's 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 this 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 campus 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(s) will have their seniority calculated in accordance with Article XVII as if they had worked at the Medical Center. 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 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 XVII – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other Medical Center nurses consistent with Article XVII.

F. If there are any position reductions or eliminations within the affected unit within six (6) months of such restructure, Article XIX – Reduction in Force will apply, subject to the following exceptions:

1. Any layoff will take place first among any nurses hired following the restructure and who are still in their probationary period, followed by those nurses who joined the Medical Center under the provisions of this Letter of Agreement, then finally among nurses who were employed by the Medical Center at the time of the restructure.

2. Any nurse who joined the Medical Center as part of the restructure and who is displaced is not eligible to displace or “bump” any nurse who was employed by the Medical Center at the time of the restructure.

H. Nurses’ wage rates will be set in accordance with the provisions of Appendix A, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than they were paid at the nurse’s prior employer, the Medical Center will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with 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, based on the Medical Center’s clinical ladder application schedule.

- I. Consistent with Article XVIII(G), any nurses who join the Medical Center as part

of a unit restructure will be ineligible to transfer to other positions within the Medical Center for a period of six (6) months.

J. 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.

LETTER OF AGREEMENT: 4:00 P.M. TO 4:00 A.M. SHIFTS

The parties agree that, for the duration of this agreement, should the Medical Center create and post additional 4:00 p.m. to 4:00 a.m. shifts at any time after ratification of this agreement, any nurse in this assigned shift will be paid an annual bonus on the pay period following December 31st, of \$500.

MEMORANDUM OF UNDERSTANDING REGARDING 2019 HEALTH INSURANCE OPTION

Subject to the provisions of Article XI, the Medical Center agrees to offer nurses an HMO-like plan that limits benefits to care provided by in-network providers. The exclusive provider organization (EPO) network for the HMO-like medical plan will be made up of Providence Health & Services facilities and Providence Medical Group as well as other partner organizations. The Medical Center agrees that the HMO-like plan will have features similar to those outlined below.

The HMO-like plan will require that care be provided by an EPO network to be defined by the employer. It will be necessary for plan participants to select a primary care provider (PCP) from a list of participating providers and the PCP will help manage patient care. The HMO-like plan

will include an annual deductible not to exceed \$300 per individual / \$900 per family per year. The deductible will not apply to physician office visits, but rather the cost to the member will be a fixed dollar copay per visit. The HMO-like plan will have physician office visit member copays not to exceed \$20 per PCP visit and \$40 per specialist visit (note: additional services provided in conjunction with the visit may be subject to other charges). All medical care other than provider office visits will be subject to the annual deductible, and will require that the member pay a coinsurance percentage of the allowed cost of the services not to exceed 20%.

Nurses will be offered a prescription drug benefit that requires the use of preferred (Tier I) network pharmacies, which currently include all Providence and Walgreens retail pharmacies. The member cost will not exceed a \$10 copay for generic and approved preventive care prescriptions provided for up to a 30 day supply (retail). Nurses will be responsible for a percentage of the cost (coinsurance) not to exceed 20% for formulary brand drugs or 40% for non-formulary brand and specialty drugs. The most that the nurse will be charged for any single covered retail prescription cost will not exceed \$200. The member amount required for a 90-day supply or mail order copay will not exceed 3 times that of the retail copay.

The most a nurse will have to pay in deductibles, copayments or coinsurance amounts will be limited. This annual out-of-pocket maximum (OOPM) (which includes the cost of the deductible) will encompass both medical and prescription drug benefits. The OOPM will not exceed \$2,500 per individual / \$7,500 per family.

Premium contributions will be driven by cost difference between this new HMO-like plan and the HRA Medical Plan. The premium contribution will be based on twenty-four pay periods for the year.

REFERENCE GUIDE TO OREGON'S NURSE STAFFING LAW

HOSPITAL NURSE STAFFING COMMITTEES

SECTION 1. (1)(a) For each hospital there shall be established a hospital nurse staffing committee. Each committee shall:

(A) Consist of an equal number of hospital nurse managers and direct care staff;

(B) For that portion of the committee composed of direct care staff, consist entirely of direct care registered nurses, except for one position to be filled by a direct care staff member who is not a registered nurse and whose services are covered by a written hospital-wide staffing plan that meets the requirements of ORS 441.162; and

(C) Include at least one direct care registered nurse from each hospital nurse specialty or unit.

(b) If the direct care registered nurses who work at a hospital are represented under a collective bargaining agreement, the bargaining unit shall conduct a selection process by which the direct care registered nurses who work at the hospital select the members of the committee who are direct care registered nurses.

(c) If the direct care staff member who is not a registered nurse who works at a hospital is represented under a collective bargaining agreement, the bargaining unit shall use the selection process conducted pursuant to paragraph (b) of this subsection to select that member of the committee.

(d) If the direct care registered nurses who work at a hospital are not represented under a collective bargaining agreement, the direct care registered nurses belonging to a hospital nurse specialty or unit shall select each member of the committee who is a direct care registered nurse from that specialty or unit.

(2) A hospital nurse staffing committee shall develop a written hospital-wide staffing plan in accordance with ORS 441.162. The committee's primary goals in developing the staffing plan shall be to ensure that the hospital is staffed to meet the health care needs of patients.

The committee shall review and modify the staffing plan in accordance with section 5 of this 2015 Act.

(3) A majority of the members of a hospital nurse staffing committee constitutes a quorum for the transaction of business.

(4) A hospital nurse staffing committee shall have two cochair. One cochair shall be a hospital nurse manager elected by the members of the committee who are hospital nurse managers and one cochair shall be a direct care registered nurse elected by the members of the committee who are direct care staff.

(5)(a) A decision made by a hospital nurse staffing committee must be made by a vote of a majority of the members of the committee. If a quorum of members comprises an unequal number of hospital nurse managers and direct care staff, only an equal number of hospital nurse managers and direct care staff may vote.

(b) If the committee is unable to reach an agreement on the staffing plan, either cochair of the committee may invoke a 30-day period during which the committee shall continue to develop the staffing plan. During the 30-day period, the hospital shall respond in a timely manner to reasonable requests from members of the committee for data that will enable the committee to reach a resolution. If at the end of the 30-day period, the committee remains unable to reach an agreement on the staffing plan, one of the cochairs shall notify the Oregon Health Authority of the impasse.

(c) Upon receiving notification under paragraph (b) of this subsection, the authority shall provide the committee with a mediator to assist the committee in reaching an agreement on the staffing plan. Mediation conducted under this paragraph must be consistent with the requirements for implementing and reviewing staffing plans under section 5 of this 2015 Act and ORS 441.162.

(d) If the committee is unable to reach an agreement on the staffing plan after 90 days of mediation, the authority may impose a penalty against the hospital as described in ORS 441.170.

(6) A hospital nurse staffing committee shall meet:

(a) At least once every three months; and

(b) At any time and place specified by either cochair.

(7)(a) Subject to paragraph (b) of this subsection, a hospital nurse staffing committee meeting must be open to:

(A) The hospital nursing staff as observers; and

(B) Upon invitation by either cochair, other observers or presenters.

(b) At any time, either cochair may exclude persons described in paragraph (a) of this subsection from a committee meeting for purposes related to deliberation and voting.

(8) Minutes of hospital nurse staffing committee meetings must:

(a) Include motions made and outcomes of votes taken;

(b) Summarize discussions; and
(c) Be made available in a timely manner to hospital nursing staff and other hospital staff upon request.

(9) A hospital shall release a member of a hospital nurse staffing committee described in subsection (1)(a) of this section from the member's assignment, and provide the member with paid time, to attend committee meetings.

NURSE STAFFING ADVISORY BOARD

SECTION 2. (1)(a) The Nurse Staffing Advisory Board is established within the Oregon Health Authority, consisting of 12 members appointed by the Governor. (b) Of the 12 members of the board:

(A) Six must be hospital nurse managers;

(B) Five must be direct care registered nurses who work in hospitals; and

(C) One must be either a direct care registered nurse who works in a hospital or a direct care staff member who is not a registered nurse and whose services are covered by a written hospital-wide staffing plan that meets the requirements of ORS 441.162.

(c) To the extent practicable, board members shall be appointed to ensure that the board is represented by members from hospitals where direct care staff are represented under a collective bargaining agreement and hospitals where direct care staff are not represented by a collective bargaining agreement and by hospitals of different sizes, types and geographic location.

(d) The term of office of each board member is three years, but a member serves at the pleasure of the Governor. Before the expiration of the term of a member, the Governor shall appoint a successor whose term begins January 1 next following. A member is eligible for reappointment, but may not serve more than two consecutive terms. If there is a vacancy for any cause, the Governor shall make an appointment to become immediately effective for the unexpired term.

(2) The board shall:

(a) Provide advice to the authority on the administration of ORS 441.162 to 441.170;

(b) Identify trends, opportunities and concerns related to nurse staffing;

(c) Make recommendations to the authority on the basis of those trends, opportunities and concerns; and

(d) Review the authority's enforcement powers and processes under sections 9, 10 and 11 of this 2015 Act.

(3)(a) Upon request, the authority shall provide the board with written hospital-wide staffing plans implemented under ORS 441.162, reviews conducted under section 5 of this 2015 Act, information obtained during an audit under section 9 of this 2015 Act and complaints filed and investigations conducted as described in section 10 of this 2015 Act. (b) The authority may not provide the board with any information under paragraph (a) of this subsection that is identifiable with a specific hospital unless the information is publicly available.

(c) Hospital-wide staffing plans provided to the board under this section are confidential and not subject to public disclosure.

(4) A majority of the members of the board constitutes a quorum for the transaction of business.

(5) The board shall have two cochair selected by the Governor. One cochair shall be a hospital nurse manager and one cochair shall be a direct care registered nurse.

(6) Official action by the board requires the approval of a majority of the members of the board.

(7) The board shall meet:

(a) At least once every three months; and

(b) At any time and place specified by the call of both cochair.

(8) The board may adopt rules necessary to for the operation of the board.

(9) The board shall submit a report on the administration of ORS 441.162 to 441.170 in the manner provided in ORS 192.245 to an interim committee of the Legislative Assembly related to health no later than September 15 of each year. The board may include in its report recommendations for legislation.

(10) Members of the board are not entitled to compensation, but may be reimbursed for actual and necessary travel and other expenses incurred by them in the performance of their official duties in the manner and amounts provided for in ORS 292.495. Claims for expenses shall be paid out of funds appropriated to the authority for purposes of the board. SECTION 3. Notwithstanding the term of office specified by section 2 of this 2015 Act, of the members first appointed to the Nurse Staffing Advisory Board:

(1) Four shall serve for a term ending January 1, 2017;

(2) Four shall serve for a term ending January 1, 2018; and

(3) Four shall serve for a term ending January 1, 2019.

STAFFING PLANS

SECTION 4. ORS 441.162 is amended to read:

441.162. (1) Each hospital shall implement the written hospital-wide staffing plan for nursing services that has been developed and approved by the hospital nurse staffing committee under section 1 of this 2015 Act (2) The staffing plan:

(a) Must be based on the specialized qualifications and competencies of the nursing and provide for the skill mix and level of competency necessary to ensure that the hospital is staffed to meet the health care needs of patients;

(b) Must be based on a measurement of hospital unit activity that quantifies the rate of admissions, discharges and transfers for each hospital unit and the time required for a direct care registered nurse belonging to a hospital unit to complete admissions, discharges and transfers for that hospital unit;

(c) Must be based on total diagnoses for each hospital unit and the nursing staff required to manage that set of diagnoses;

(d) Must be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations;

(e) Must recognize differences in patient acuity;

(f) Must establish minimum numbers of nursing staff, including licensed practical nurses and certified nursing assistants, required on specified shift], provided that at least one registered nurse and one other nursing staff member is on duty in a unit when a patient is present;

(g) Must include a formal process for evaluating and initiating limitations on admission or diversion of patients to another hospital when, in the judgment of a direct care registered nurse or a nurse manager, there is an inability to meet patient care needs or a risk of harm to patients;

(h) Must consider tasks not related to providing direct care, including meal breaks and rest breaks; and

(i) May not base nursing staff requirements solely on external benchmarking data.

(3) A hospital must maintain and post a list of on-call nursing staff or staffing agencies to provide replacement nursing staff in the event of a vacancy. The list of on-call nursing staff or staffing agencies must be sufficient to provide for replacement nursing staff. (4)(a) An employer may not impose upon unionized nursing staff any changes in wages, hours or other terms and conditions of employment pursuant to a staffing unless the employer first provides notice to and, [on] upon re-request, bargains with the union as the exclusive collective bargaining representative of the nursing staff in the bargaining unit.

(b) A staffing plan does not create, preempt or modify a collective bargaining agreement or require a union or employer to bargain over the staffing plan while a collective bargaining agreement is in effect. SECTION 5. (1) A hospital nurse staffing committee established pursuant to section 1 of this 2015 Act shall review the written hospital-wide staffing plan developed by the committee under ORS 441.162:

(a) At least once every year; and

(b) At any other date and time specified by either cochair of the committee.

(2) In reviewing a staffing plan, a hospital nurse staffing committee shall consider:

(a) Patient outcomes;

(b) Complaints regarding staffing, including complaints about a delay in direct care nursing or an absence of direct care nursing;

(c) the number of hours of nursing care provided through a hospital unit compared with the number of patients served by the hospital unit during a 24-hour period;

(d) The aggregate hours of mandatory overtime worked by the nursing staff;

(e) The aggregate hours of voluntary overtime worked by the nursing staff;

(f) The percentage of shifts for each hospital unit for which staffing differed from what is required by the staffing plan; and

(g) Any other matter determined by the committee to be necessary to ensure that the hospital is staffed to meet the health care needs of patients.

(3) Upon reviewing a staffing plan, a hospital nurse staffing committee shall:

(a) Report whether the staffing plan ensures that the hospital is staffed to meet the health care needs of patients; and

(b) Modify the staffing plan as necessary to ensure that the hospital is staffed to meet the health care needs of patients.

SECTION 5a. (1) For purposes of this subsection, "epidemic" means the occurrence of a group of similar conditions of public health importance in a community or region that are in excess of normal expectancy and that are from a common or propagated source. (2) Notwithstanding ORS 441.162 and section 5 of this 2015 Act, a hospital is not required to follow a written hospital-wide staffing plan developed and approved by the hospital nurse staffing committee under section 1 of this 2015 Act upon the occurrence of a national or state emergency requiring the implementation of a facility disaster plan, or upon the occurrence of sudden unforeseen adverse weather conditions or an infectious disease epidemic suffered by hospital staff.

(3) Upon the occurrence of an emergency circumstance not described in subsection (2) of this section, either cochair of the hospital nurse staffing committee may require the hospital nurse staffing committee to meet to review and potentially modify the staffing plan in response to the emergency circumstance.

REPLACEMENT STAFF

SECTION 6. ORS 441.166 is amended to read:

441.166. (1) For purposes of this section, “nursing staff” includes registered nurses, licensed practical nurses, certified nursing assistants and other hospital nursing staff members as defined by the Oregon Health Authority by rule.

(2) When a hospital learns about the need for replacement staff, the hospital shall make every reasonable effort to nursing staff for unfilled hours or shifts before requiring nursing staff member to work overtime.

(3)(a) Except as provided in subsection (4) of this section, a hospital may not require nursing staff member to work:

(A) Beyond the agreed-upon and prearranged shift, regardless of the length of the shift;

(B) More than 48 hours in any hospital-defined work week; [or]

© More than 12 hours in a 24-hour period

(D) During the 10-hour period immediately following the 12th hour worked during a 24-hour period.

(b) For purposes of paragraph (a)(D) of this subsection, a nursing staff member begins to work when the nursing staff member begins a shift.

(4) A hospital may require an additional hour of work beyond the work authorized under subsection (3) of this section if:

(a) A staff vacancy for the next shift becomes known at the end of the current shift; or

(b) There is a potential harm to an assigned patient if the nursing staff member leaves the assignment or transfers care to another nursing staff member.

(5) If a nursing staff member agrees to work overtime, the nursing staff member is accountable for the nursing staff member’s competency in practice and is responsible for notifying the nursing staff member’s supervisor when the nursing staff member’s ability to safely provide care is compromised.

(6)(a) Time spent in required meetings or receiving education or training shall be included as hours worked for purposes of subsection (3) of this section.

(b) Time spent on call or on standby when nursing staff member is required to be at the premises of the employer shall be included as hours worked for purposes of subsection (3) of this section.

(c) Time spent on call but away from the premises of the employer may not be included as hours worked for purposes of subsection (3) of this section.

(7) If a nursing staff member believes that a hospital unit is engaging in a pattern of requiring direct care nursing staff to work overtime for nonemergency care, the nursing staff member may report that information to the hospital nurse staffing committee established for the hospital pursuant to section 1 of this 2015 Act. The hospital nurse staffing committee shall consider the information when reviewing the written hospital-wide staffing plan as required by section 5 of this 2015 Act.

(8) The provisions of this section do not apply to nursing staff needs:

(a) In the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan; or

(b) In emergency circumstances identified by the authority by rule.

HOSPITAL POSTINGS

SECTION 7. On each hospital unit, a hospital shall post a notice summarizing the provisions of ORS 441.162 to 441.170 in a place that is clearly visible to the public that includes a phone number for purposes of reporting a violation of the laws.

RECORDS

SECTION 8. A hospital shall keep and maintain records necessary to demonstrate compliance with ORS 441.162 to 441.170. For purposes of this section, the Oregon Health Authority shall adopt rules specifying the content of the records and the form and manner of keeping, maintaining and disposing of the records. A hospital must provide records kept and maintained under this section to the authority upon request.

ENFORCEMENT

SECTION 9. (1) For the sole purpose of verifying compliance with the requirements of ORS 441.162 to 441.170 and 441.192, the Oregon Health Authority shall audit each hospital in this state once every three years, at the time of conducting an on-site inspection of the hospital under ORS 441.025.

(2) When conducting an audit pursuant to this section, the authority shall:

(a) If the authority provides notice of the audit to the hospital, provide notice of the audit to the cochair of the hospital nurse staffing committee established pursuant to section 1 of this 2015 Act;

(b) Interview both cochair of the hospital nurse staffing committee;

(c) Review any other hospital record and conduct any other interview or site visit that is necessary to verify that the hospital is in compliance with the requirements of ORS 441.162 to 441.170 and 441.192; and

(d) Within 60 days after issuing an order requiring a hospital to implement a plan to correct a violation of ORS 441.162 to 441.170 or 441.192, conduct an investigation of the hospital to ensure compliance with the order.

(3) Following an investigation conducted pursuant to subsection (2) of this section, the authority shall provide in writing a report of the authority's findings to the hospital and the cochair of the hospital nurse staffing committee.

(4) The authority shall compile and maintain for public inspection an annual report of audits and investigations conducted pursuant to this section.

(5) The costs of audits required by this section may be paid out of funds from licensing fees paid by hospitals under ORS 441.020.

SECTION 10. (1) For purposes of ensuring compliance with ORS 441.162 to 441.170, the Oregon Health Authority shall:

(a) Within 60 days after receiving a complaint against a hospital for violating a provision of ORS 441.162 to 441.170, conduct an on-site investigation of the hospital; and

(b) Within 60 days after issuing an order requiring a hospital to implement a plan to correct a violation of ORS 441.162 to 441.170, conduct an investigation of the hospital to ensure compliance with the plan.

(2) When conducting an investigation of a hospital to ensure compliance with ORS 441.162 to 441.170, the authority shall, if the authority provides notice of the investigation to the hospital,

provide notice of the investigation to the cochair of the hospital nurse staffing committee established pursuant to section 1 of this 2015 Act.

(3) Following an investigation conducted pursuant to this section, the authority shall provide in writing a report of the authority's findings to the hospital and the cochair of the hospital nurse staffing committee.

(4) When conducting an investigation of a hospital to ensure compliance with ORS 441.162 to 441.170, the authority may:

- (a) Take evidence;
- (b) Take the depositions of witnesses in the manner provided by law in civil cases;
- (c) Compel the appearance of witnesses in the manner provided by law in civil cases;
- (d) Require answers to interrogatories; and
- (e) Compel the production of books, papers, accounts, documents and testimony pertaining to the matter under investigation.

SECTION 11. The Oregon Health Authority shall post on a website maintained by the authority:

- (1) Reports of audits described in section 9 of this 2015 Act;
- (2) Any report made pursuant to an investigation of whether a hospital is in compliance with ORS 441.162 to 441.170;
- (3) Any order requiring a hospital to implement a plan to correct a violation of ORS 441.162 to 441.170;
- (4) Any order imposing a civil penalty against a hospital or suspending or revoking the license of a hospital pursuant to ORS 441.170; and
- (5) Any other matter recommended by the Nurse Staffing Advisory Board established under section 2 of this 2015 Act.