

**AGREEMENT**

**between**

**PROVIDENCE PORTLAND MEDICAL CENTER**

**Portland, Oregon**

**and**

**OREGON NURSES ASSOCIATION**

**2009-2010**

**PLEASE NOTE THAT SOME THINGS IN THIS DOCUMENT  
ARE NOT QUITE WORD FOR WORD HOW THEY WILL  
APPEAR IN THE FINAL DOCUMENT.**

**THIS DOCUMENT IS VERY CLOSE BUT IS NOT THE FINAL  
VERSION. A FINAL VERSION WILL BE AVAILABLE SOON.**

**ONA Final Proposal/Tentative Agreement**  
PPMC Negotiations  
February 6, 2009

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**AGREEMENT**

THIS AGREEMENT made and entered into by and between PROVIDENCE PORTLAND MEDICAL CENTER, 4805 N.E. Glisan Street, Portland, Oregon, hereinafter referred to as "Hospital," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association."

**WITNESSETH:**

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between Providence Portland 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, Hospital and Association do hereby agree as follows:

ARTICLE 1 - RECOGNITION AND MEMBERSHIP

A.—Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by Hospital as staff nurses, charge nurses and assistant head nurses in the Departments of Nursing, Mental Health, Emergency, Surgery, IV Therapy, Blood Bank, Cardiovascular Laboratory and Radiation Oncology, **and** the Family Maternity Center, ~~and the Home Health Program~~, or their successor departments, excluding Sisters of Providence, administrative and supervisory personnel, and all other employees.

ARTICLE 1 RECOGNITION AND MEMBERSHIP ARTICLE 2 -

DEFINITIONS

~~B.~~ Definitions:

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

2. Staff Nurse - Responsible for the direct or indirect total care of a patient **or patients**.

3. Assistant Head Nurse – **A nurse who** assists the nurse manager in the administration of an organized nursing unit ~~and may also provide direct or indirect patient care.~~

4. Nurse Manager - Responsible for administration of an organized nursing unit, including providing patient care.

5. Charge Nurse – **A staff nurse who** relieves the assistant head nurse in accordance with the assignment of such work by the Hospital. **The hospital will work to identify nurses who are willing to voluntarily assume the role of the charge nurse on an on-going basis. The parties acknowledge, however, that there may be unusual and infrequent situations when the Hospital must assign such duties.**

6. Organized Nursing Unit - As designated by Hospital, shall have a nurse manager, assistant head nurse or charge nurse on each shift.

7. Regular Nurse - A part-time or full-time nurse.

8. Part-time Nurse - Any nurse who is regularly scheduled to work twenty-four (24) or more hours per week, but less than forty (40) hours per week, **or in the case of 9 or 12 hour shifts less than thirty six (36) hours per week.**

9. Full-time Nurse - Any nurse who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period.

10. Intermittently Employed Nurse - Any nurse (a) who is scheduled to work fewer than 24 hours per week or (b) who is not regularly scheduled to work or (c) who is employed on a temporary basis not to exceed 90 calendar days, or 180 calendar days where replacing a nurse on an approved leave of absence. In order to remain intermittently employed, other than for those nurses described by (c) in the preceding sentence, the following will apply:

(1) The nurse must be available for at least four (4) shifts during each 28-day or monthly schedule period, except that a nurse may completely opt out of one (1) work schedule each calendar year, provided the nurse notifies the Hospital in advance of the preparation of the work schedule;

(2) The four (4) available shifts must include two (2) weekend, evening, night, holiday, and/or standby on-call shifts as assigned by the Hospital, if those shifts are regularly scheduled in the unit where the nurse is to be assigned;

(3) At least one (1) of the assigned shifts in a calendar year will be on a holiday, and the holiday 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), in alternate calendar years; and

(4) The nurse must meet the patient care unit's education requirement for the year.

11. An intermittently employed nurse who has averaged 24 or more hours of work per week during the preceding 12 weeks may apply in writing for reclassification, except that an intermittently employed nurse employed on a

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temporary basis to replace a nurse on an approved leave of absence will not be eligible for this reclassification. An eligible nurse applicant will be reclassified as of the next schedule to be posted to a regular part-time or full-time schedule, as appropriate, closest to the nurse's work schedule (including shifts and units) during the preceding 12 weeks. A nurse who is reclassified under this paragraph will not be eligible to return to intermittently employed status for one (1) year from the date of reclassification.

ARTICLE 1 RECOGNITION AND MEMBERSHIP ARTICLE 3 – ONA MEMBERSHIP

C. ONA Membership:

A. Because a nurse has a high degree of professional responsibility to the patient, (s)he is encouraged to participate in Association to define and upgrade standards of nursing practice and education through participation and membership in the nurse's professional association. Membership in the Oregon Nurses Association shall in no manner be construed as a condition of employment.

B. **The** Hospital will distribute membership informational material provided by Association to newly employed nurses. Such material will include Association's form authorizing voluntary payroll deduction of monthly dues, if such form expressly states that such deduction is voluntary, and a copy of this Agreement.

C. During departmental nursing orientation of newly hired nurses, if any, the Hospital will, on request of Association, provide up to 30 minutes for a bargaining unit nurse designated by the Association to discuss Association membership and contract administration matters. Hospital will notify Association or its designee of the date and time of this orientation, at least two (2) weeks in advance. During the first 30 days of the newly hired nurse's employment, a bargaining unit nurse designated by the Association may arrange with the newly hired nurse for 15 minutes to discuss Association membership and contract administration matters. In either situation, if the designated nurse has been released from work for this orientation, the time will be compensated as if worked. A newly hired nurse involved in this orientation will be released from otherwise scheduled work, and will be paid for this released time.

D. Hospital will deduct Association membership dues or payments in lieu of membership dues from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization to Hospital setting

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forth standard amounts and times of deduction. Deductions shall be made monthly and remitted to Association.

**ARTICLE 2 4 - EQUALITY OF EMPLOYMENT OPPORTUNITY**

A. Hospital and Association agree that they will, jointly and separately, abide by all applicable state and federal laws against discrimination in employment on account of race, color, religion, national origin, age, sex, veteran's status, sexual orientation, or disability.

B. There shall be no discrimination by Hospital against any nurse on account of membership in or lawful activity on behalf of the Association, provided, however, the parties understand that any Association activity must not interfere with normal Hospital routine, or the nurse's duties or those of other Hospital employees.

**ARTICLE 3 5 - PAID TIME OFF ACCRUAL, USAGE, AND SCHEDULING**

A. The Paid Time Off (“PTO”) program encompasses time taken in connection with vacation, illness, personal business, and holidays. Except for unexpected illness or emergencies, PTO should be scheduled in advance.

B. Accrual: Regular nurses will 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-- .0924 hours per paid hour, not to exceed 80 paid hours per two-week pay 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-- .1116 hours per paid hour, not to exceed 80 paid hours per two-week pay 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 paid hour, not to exceed 80 paid hours per two-week pay 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 C.1, 2, and 3 immediately above will be changed to .0963, .1155, and .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 times the applicable annual accrual set forth above.

C. Definition of a Paid Hour: A paid hour under B above will include only (1) hours directly compensated by Hospital and (2) hours not worked on one of a nurse's scheduled working days in accordance with ~~Article 15-H~~ **Article 24 – Low Census/Short Term Reduction** of this Agreement; and will exclude overtime hours, un-worked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular nurse.

D. Pay: PTO pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift, and Assistant Head Nurse differentials provided under Appendix A, at the time of use. PTO pay is paid on regular paydays after the PTO is used.

E. Scheduling: In scheduling PTO, Hospital will provide a form for each eligible nurse to submit written requests for specific PTO. If more nurses within a unit request dates for PTO, for a 12-month period beginning each June 1, than Hospital determines to be consistent with its operating needs, then preference in scheduling PTO will be as follows: in order of seniority for nurses within the unit who submit their requests before March 1, and in order of the Hospital's receipt of the written requests for nurses within the unit who submit their requests on or after March 1, except that Hospital will attempt to rotate holiday work.

1. Once PTO has been approved, the Hospital will not require a nurse to replace himself or herself on the schedule.

2. The Hospital will work with the PNCC to determine a process for each unit to develop and/or implement a process for approval of PTO requests that is (a) consistent with the contract language above; (b) enables the nurses on a unit to have input into the process; and ensures that nurses who submit written requests for a specific period of PTO will be given a written response in a timely manner.

3. In the event nurses on a particular unit or units have concerns about a pattern of denial of PTO or a specific situation involving denial of PTO, the

concern may be raised with the PNCC to review and the PNCC may raise it with the Nursing Task Force.

F. Use:

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

2. PTO will be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off:

(a) ~~Under Article 15-H of this Agreement,~~ **By** making the appropriate entry on the nurse's time card; if the nurse chooses to use PTO under this paragraph, the nurse may change to non-use of PTO for the number of hours worked by the nurse on an extra shift of at least eight (8) hours (other than while on standby on-call) in the same pay period and thereby maintains the nurse's FTE level, by giving Hospital written notice of the change before the end of the same pay period;

(b) For leaves of absence under applicable family and medical leave laws if the nurse's accrued PTO account is then at 40 hours or less;

(c) When a nurse is assigned to a paid 8-hour in-service in the Hospital instead of a regularly scheduled 9-, 10-, or 12-hour shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift; or

(d) When a nurse is required by Hospital to attend a committee meeting in the Hospital during a regularly scheduled shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift.

(e) Under (c) and (d) above, the nurse will make herself/himself available for assignment to work the remaining hours of the regularly scheduled shift.

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

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

G. **(Moving to a new Article. Not a deletion)** ~~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 Hospital.~~

~~4. 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.~~

~~5. 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.** Change in Status: A nurse's unused PTO account will be paid to the nurse in the following circumstances:

1. Upon termination of employment, if the nurse has been employed for at least six (6) months and, in cases of resignation, if the nurse has also provided the required notice of intended resignation.
2. Upon changing from PTO-eligible to non-eligible status, provided the nurse has been employed for at least six (6) months at the time of the change.

**ARTICLE 4 6 - EXTENDED ILLNESS TIME ACCRUAL, USAGE, AND SCHEDULING**

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

B. Accrual: Regular nurses will accrue .0270 EIT hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately seven (7) days of EIT per year with 56 hours' pay for a full-time nurse). A paid hour under this section is defined the same as a paid hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.

C. Pay: EIT pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift, and Assistant Head Nurse differentials provided under Appendix A, at the time of use. EIT pay is paid on regular paydays after the EIT is used.

D. Use:

1. Accrued EIT may first be used in the pay period following six (6) months of employment and then in or after the pay period following the pay period when accrued.

2. EIT will be used for any absence from work due to the following:

(a) 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 Hospital makes any improvement in the benefit covered by this subparagraph for a majority of the Hospital's other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.

(b) 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.

(c) The nurse's disabling illness after a waiting period of missed work due to such condition which is equal to the shorter of three (3) consecutive scheduled work shifts or 24 consecutive scheduled hours. If, during the term of this Agreement, the Hospital makes any improvement in the benefit covered by this subparagraph for a majority of the Hospital's other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.

(d) Partial day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period of missed work due to such condition which is equal to the shorter of the equivalent of three regularly scheduled work shifts or 24 scheduled hours.

(e) After qualification for use under subsections c or d 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.

(f) Approved parental leave under applicable law.

**(g) Approved leave under the Oregon Family Leave Act ("OFLA") at outlined in the provisions of OFLA.**

3. 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.

F. 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

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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.

**ARTICLE 5 7 - HOURS OF WORK AND OVERTIME**

A. The basic workweek shall be forty (40) hours in a designated seven (7) consecutive day period commencing at 12:01 a.m. Sunday for day and evening shift nurses and at 12:01 a.m. Saturday, or the beginning of the night shift closest thereto, for night shift nurses. When agreed to by the nurse and the Hospital, a work period of eighty (80) hours in fourteen (14) consecutive days may be adopted in conformity with the Federal Wage and Hour Act.

B. The basic workday shall be eight (8) hours to be worked within eight and one-half (8 1/2) consecutive hours in a twenty-four (24) hour period, commencing at 12:01 a.m. or, for night shift employees, the beginning of the night shift closest thereto, including:

1. A lunch period of one-half (1/2) hour on the nurse's own time; and
2. One fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work which, insofar as practicable, shall be near the middle of such work duration.
3. 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 may not be possible due to the nature and circumstances of work in an acute care facility (including emergent patient care needs, the safety and health of patients, availability of other nurses to provide relief, and intermittent and unpredictable patient census and needs). The parties therefore agree as follows:
  - a. 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.

- b. Each unit has the flexibility to develop a process for scheduling nurses for the total amount of rest and meal periods set forth in paragraph B.1 and B.2 above, subject to the following:
  - i. The process must be approved by the unit manager;
  - ii. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift; and
  - iii. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes. The nurse must inform his or her supervisor if the nurse anticipates he or she will be or actually is unable to take such 30-minute uninterrupted meal period.
- c. In the event nurses on a particular unit or units have concerns about the implementation of this subparagraph B.3., the concern may be raised with the PNCC, in addition to the remedies provided by the grievance procedure.

C. A nurse and the Hospital may agree to a work schedule, other than those involving a basic workweek or basic workday. If either the nurse or the Hospital intends to terminate such schedule agreement, the other will be given as much advance notice as is reasonably possible.

D. Overtime compensation shall be paid at one and one-half (1 1/2) times the nurse's regular straight time hourly rate of pay for all hours worked in excess of:

- 1. Forty (40) hours in each basic workweek, or
- 2. Eight (8) consecutive hours, or eight (8) hours in each basic workday, except that hours worked in a prior workday because of a change in

shift beginning time shall not be treated as overtime hours (This subsection shall not be used as a basis for changing a nurse's scheduled starting time, without the nurse's consent), or

3. Consistent with the requirements of the Federal Wage and Hour Act, when a work schedule of eighty (80) hours in fourteen (14) consecutive days has been adopted, or

4. Those agreed to when different work schedules are selected under C above, except that hours worked in excess of thirty-six (36) hours in each workweek shall be paid at the overtime rate for (a) a nurse whose schedule consists exclusively of three (3) days each week, with each workday consisting of a twelve (12)-hour shift, or (b) a night shift nurse whose schedule consists exclusively of four (4) days each week, with each workday consisting of a nine (9)-hour shift, provided in either situation that during the workweek the nurse works such number of days on the applicable shift.

E. There shall be no pyramiding of time-and-one-half premiums for overtime, holidays and Appendix B. In calculating such premiums, the multiplier used shall be the hourly compensation under Appendix A applicable to the hours worked for which such premiums are being paid.

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

**NEW ARTICLE 8 WORK SCHEDULES**

**A.** Work schedules shall be prepared for 28-day or monthly periods and will be posted at least two (2) weeks prior to the beginning of the scheduled period.

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

a. When the Hospital determines that it is reasonably feasible, consistent with staffing needs and patient care needs, the Hospital will not require full and part-time nurses with at least thirty (30) years of continuous employment by the Hospital as a nurse to work weekend shifts **or take a mandatory call back rotation in those units where being on-call is a job requirement.** The parties acknowledge that nurses who participate in the rotational call **for the OR** outlined in Appendix B are not subject to this provision.

i. Notwithstanding paragraph (a) above, the Hospital will not schedule full-time and part-time nurses for shifts (excluding standby shifts) more than once every four (4) consecutive weekends if they have been continuously employed by the Hospital as a nurse for thirty (30) or more years.

2. After the schedule is posted, a nurse will not be required to work an unscheduled weekend, except in emergencies, on which occasions Appendix A, Section **M**, will apply in accordance with its terms.

**B.** Nurses who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any nursing work to which they may be assigned or if nursing service determines after consultation with the nurse that (s)he is unqualified for the temporary assignment, then the nurse may elect to take the day off without pay.

Except in emergencies, the nurse's temporary assignment will not be to a unit where the nurse has not been oriented and no nurse familiar with the unit will be available during the assignment. When Hospital is unable to utilize such nurse and the reason for lack of work is within the control of Hospital, the nurse shall be paid an amount equivalent to four (4) hours, or one-half the scheduled hours of the shift canceled if that number is greater than four (4), 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 the nurse's regularly scheduled number of hours of work for reporting and not working through no fault of the nurse.

The provisions of this section shall not apply if the lack of work is not within the control of Hospital or if Hospital makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before the nurse's scheduled time to work. It shall be the responsibility of the nurse to notify Hospital of the nurse's current address and telephone number.

Failure to do so shall preclude Hospital from the notification requirements and the payment of the above minimum guarantee. If a nurse is dismissed and is not notified before the start of the next shift that (s)he would have otherwise worked, (s)he shall receive four (4) hours' pay in accordance with the provisions of this section.

**C.** Nurses will not be regularly scheduled to work different shifts, except that for the purpose of participation in an educational program, any nurse may agree to be regularly scheduled to work different shifts. Upon completion of the nurse's agreed-upon participation in such program, the nurse will be reinstated in the nurse's former regular shift. If more nurses within a unit request to be so scheduled than

Hospital determines to be appropriate for its operations, preference will be given to the earliest of such requests.

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

**ARTICLE 9 – OBSERVED HOLIDAYS AND HOLIDAY SCHEDULING**

**A.** 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 ~~as and~~ designated by the Hospital.

**4. If an observed holiday occurs on a Sunday, nurses in departments that are regularly scheduled only Monday through Saturday, will observe the holiday on the Monday that is closest to the holiday as designated by the Hospital.**

**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.

ARTICLE 6 **NEW ARTICLE 10 - EMPLOYMENT STATUS AND DISCIPLINE**

A. **The** Hospital shall have the right to suspend, discharge and discipline nurses for proper cause. **Disciplinary action may include verbal warnings, written warnings, suspensions without pay, or discharge. These forms of discipline will generally be used progressively, but the Hospital may bypass one or more of the these disciplinary steps.**

B. Hospital shall have the right to hire, promote and transfer nurses, except as expressly limited by the Agreement.

C. A nurse employed by Hospital shall be considered probationary during the first 180 calendar days of employment. If a nurse is terminated by Hospital during the probationary period, but after 120 calendar days of employment, and the nurse has not been given a written evaluation after 60 calendar days of employment and before completion of 120 calendar days of employment, then Hospital shall give the nurse no less than three (3) weeks' notice of termination of employment or pay in lieu thereof for any part of the three-week period for which such notice was not given, unless the termination is for violation of professional nursing ethics. The preceding notice provision, when applicable, is in place of the notice provisions in E below.

D. Nurses shall give **the** Hospital not less than two (2) weeks' notice of intended resignation.

E. **The** Hospital shall give nurses no less than two (2) weeks' notice of termination of employment. If less notice is given, then the Hospital will provide pay in lieu thereof for any days which would have been worked within that part of the two (2) week period for which such notice was not given; 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.

F. A nurse who feels (s)he has been ~~suspended~~, disciplined, or discharged without proper cause may present a grievance for consideration under Article 12, Grievance Procedure, except as limited in paragraph A therein.

G. A nurse shall, if (s)he so requests, be granted an interview upon the termination of the nurse's employment.

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

I. A nurse who is absent from work for three (3) consecutive working days without notice to the Hospital **may be** ~~is~~ subject to discipline, ~~suspension or discharge~~.

**(Moving to a new Article. Not a deletion)** ~~J. Restrooms and lockers shall be provided by Hospital.~~

**ARTICLE 7 11 - LEAVES OF ABSENCE**

A. **Leave of Absence.** 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 Hospital for good cause shown when applied for in writing in advance. ~~except that~~ **No** leaves of absence other than for health (including maternity) or extended professional study purposes will be granted between June 1 and September 1 each year. Leaves of absence will be granted only 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.

B. Parental, ~~and~~ family medical, **and workers compensation** leaves of absence will be granted in accordance with applicable law. **The Hospital will permit a nurse who is approved for leave under the Oregon Family Leave Act ("OFLA") to use accrued EIT for him/herself and/or qualifying family members, as outlined in the provisions of OFLA.**

C. **Armed Services 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.

D. 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. A nurse's anniversary date for purposes of wage increases and vacation accrual rates shall not be changed because of being on a leave for 30 days or less.

E. A nurse who continues to be absent following the expiration of a written leave of absence, or emergency extension thereof granted by Hospital, ~~is~~ **may be** subject to discipline, ~~suspension or discharge.~~

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

G. **Jury Duty.** A nurse who is required to perform jury duty will, if (s)he requests, be rescheduled to a comparable schedule on day shift during the Monday through Friday period and be permitted the necessary time off from such new schedule to perform such service, for a period not to exceed two (2) calendar weeks per year. A nurse who is required to perform jury duty will be paid the difference between the nurse's regular straight-time pay for the scheduled workdays (s)he missed and the jury pay received, provided that (s)he has made arrangements with the nurse's 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 the nurse's jury service ends on any day in time to permit at least four (4) hours' work in the balance of the nurse's normal workday.

H. **Professional Development. Approvals for extended leaves of absence for the purpose of professional development such as attaining a higher or advanced degree are governed by Article 19 Professional Development.**

H. **(Moving to a new Article. Not a deletion)** ~~Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Hospital, involving their duties at Hospital, during their normal time off duty will be compensated for the time spent in connection with such an appearance as follows: They will be paid their straight-time rate of pay,~~

~~not including shift differential, provided that the subpoenaed nurse notifies Hospital immediately upon receipt of the subpoena. Such pay will not be deemed to be for hours worked. They will also be given, if they so request, equivalent time off from work in their scheduled shift immediately before or their scheduled shift immediately after such an appearance, provided that the subpoenaed nurse makes the request immediately upon receipt of the subpoena.~~

**L. The following provisions apply to leaves other than those under FMLA, OFLA, and worker's compensation:** Upon completion of a leave of absence of 60 days ~~(180 days where the leave is for a compensable injury/illness under Oregon's Workers' Compensation Law)~~ or less, the nurse will be reinstated in the nurse's former job (including position, unit, shift and schedule). Upon completion of a leave of absence of over ~~60~~ **61** days ~~(180 days where the leave is for a compensable injury/illness under Oregon's Workers' Compensation Law)~~, the nurse will be offered reinstatement to the nurse's former job (including position, unit, shift and schedule), if such job has not been filled. If such job has been filled, the nurse will be given preference for a vacancy for which the nurse applies in the same or a lower position on the nurse's former shift which the nurse is qualified to fill and, if the former job thereafter becomes available within 150 days of commencement of such leave ~~(210 days where the leave is for a compensable injury/illness under Oregon's Workers' Compensation Law)~~, preference upon application for the nurse's former job (including position, unit, shift and schedule). The layoff provisions of Article 15-F of this Agreement are not applicable to a nurse who is eligible for reinstatement, but has not yet been reinstated, under the preceding two sentences; except for purposes of the recall provision. Under the recall provision, such a nurse's position for recall from among the nurses eligible for recall will be determined as if the nurse was laid off in accordance with his/her seniority.

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

**ARTICLE 8 12 HEALTH AND WELFARE**

A. Laboratory examinations, when indicated because of exposure to communicable diseases at work, shall be provided by Hospital without cost to the nurse. Hospital will provide annual complete blood count and sedimentation rate determination, basic metabolic panel, and urinalysis at no cost to the nurse. A nurse, upon request, will be furnished a copy of all results of the aforementioned tests.

B. Hospital will provide Group Life Insurance on the same terms as provided to a majority of Hospital's other employees.

C. Each actively working regular nurse will participate in the Flex Select program offered to a majority of the Hospital's other employees, in accordance with its terms. From the Flex Select program, the nurse will select a medical coverage and, at the nurse's option, coverage from among the following Flex Select 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, (7) long term disability coverage, **(8) short term disability**, and **(9) vision coverage**. Hospital will offer all such benefits directly or through insurance carriers selected by Hospital.

D. **The Hospital will pay the cost of the total Flex Select benefits selected by each actively working participating nurse from the 2007 and 2008 for the years 2009 and 2010** coverages offered under C above, up to the amount of the applicable Benefit Dollars provided to a majority of Hospital's other employees, based on category of coverage and full-time or part-time status, provided that **in 2009 and 2010** the amount of the applicable Benefit Dollars in each of those years will be sufficient to pay 100% of the premium cost for the eligible nurse and the eligible dependents of a full-time nurse, and 90% of the premium cost for the eligible dependents of a part-time nurse for the base, medical and dental plans; **in each of those years. For 2009, the nurses will participate in the Base Plan that was offered to nurses in 2008. For 2010, the nurses will participate in the Base Plan that was offered to the majority of the Hospital's non-represented employees in**

~~**2009.** and the benefits provided under the base medical and dental plans in each of those years will be substantially equal to or better than the benefits provided under the EPO and Dental plans respectively, offered to employees in 2006.~~

**E.** The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and Hospital, the cost of the total Flex Select benefits selected which exceeds the Benefit Dollars paid by Hospital under the preceding section **D**. If the Benefit Dollars paid by Hospital under the preceding section exceed the cost of the total Flex Select benefits selected, the excess will be paid to the nurse, less legally required deductions.

**F.** A nurse who is on a schedule consisting of three (3) days each week, with each workday consisting of a twelve (12)-hour shift, and a night shift nurse who is on a schedule consisting of four (4) days each week, with each workday consisting of a nine (9)-hour shift, will be deemed to be a full-time nurse for purposes of C, D, above.

~~**H.** The Hospital will establish a committee that includes at least 3 nurses selected by the Association and nurses will be represented on the committee in an approximate proportion to their percentage of the employees in the Hospital. The purpose of this committee is to (1) provide input to the Hospital regarding provision of affordable health insurance, within the terms of the current contract; (2) provide input regarding the EPO Plus and EPO Open plans and other potential "buy up" plans for 2008; and (3) to review and discuss concerns of nurses regarding service provided by the health plan representatives. The committee will not have the authority to negotiate or to change the terms of the contract. The committee will meet with sufficient regularity to provide input.~~

**ARTICLE 9 13 – PENSIONS RETIREMENT**

- A. Hospital will provide a non-contributory pension plan in which nurses may participate in accordance with its terms.
  
- B. Hospital will offer nurses the opportunity to participate in the Hospital's 403(b) plan, in accordance with its terms.
  
- C. Hospital will offer nurses who participate in the Hospital's 403(b) plan under B above, the opportunity to participate in the Hospital's matching plan, providing for Hospital contribution on behalf of participating nurses, in accordance with its terms.

**ARTICLE 14 - ASSOCIATION BUSINESS**

A. Duly authorized representatives of Association shall be permitted at all reasonable times to enter the facilities operated by Hospital for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that Association's representative shall comply with Hospital's security and identification procedures. Transaction of any business shall be conducted in an appropriate location subject to general Hospital and clinic 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. Hospital will provide Association with designated bulletin board space of approximately two (2) feet by three (3) feet near the staffing office and in each nursing unit, 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. Nurses who serve as delegates, cabinet members, or board members, of the Association or its parent (UAN and ANA) will be granted time off, up to a total of 200 hours for all such nurses, to attend to official union business, as outlined below.

1. Nurses must submit such a request for time off as soon as possible but no later than the schedule cut off date.

2. Nurses who submit requests pursuant to this paragraph C will be permitted to either

a. Use accrued but unused PTO in the nurse's account; or

b. Access a bank of 120 hours per calendar year, if the nurse's accrued PTO account is then at 80 hours or less. Nurses who access this bank of unpaid hours will be permitted to take time off without loss of benefits.

3. If more than 3 nurses on the same unit and shift request time off pursuant to this paragraph C for the same or overlapping periods of time, the Hospital will determine whether all of the nurses' requests may be granted, consistent with patient care needs, and, if such requests cannot be granted, the Hospital will meet with the Association to determine which of the nurses' requests will be granted.

**D. The Hospital will supply the ARPN chair and the Association monthly, by electronic means, a list of all bargaining unit nurses showing their addresses, listed telephone numbers, beginning dates of their last period of continuous employment, status (full-time, part-time, or intermittently employed), and the assigned shifts and unit of each nurse. The Hospital will also supply each month a list showing the names and addresses of all nurses who terminated during the preceding month. *(Language from article 15 moved here. No change in the language.)***

**E. The Association will supply the Hospital with a list of designated Unit Representatives from among the various units of the Hospital.**

**ARTICLE 15 - NO STRIKE**

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

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

ARTICLE 12 **NEW ARTICLE 16 - GRIEVANCE PROCEDURE**

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

**A nurse who believes that the Hospital has violated provisions of this agreement is encouraged to and expected 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--If a nurse has a grievance, (s)he may present it in writing (containing, to the best of the nurse's understanding, the facts and Agreement provisions involved) to the nurse's immediate supervisor within fourteen (14) days after the date when (s)he had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance ~~(ten (10) days after the date of notice of any discharge or other discipline which is the subject of the grievance.)~~ Only a nurse who was actually involved in the occurrence along may present a grievance, unless ~~(a)~~ another nurse presents the grievance because the former nurse is mentally or physically incapable of doing so or (b) any nurse who is an officer of the bargaining unit ("**Association Officer**") presents a group grievance where the occurrence actually involved at least four (4) nurses. The immediate supervisor's reply is due within fourteen (14) days of such presentation. The Association may choose to present such a group grievance at Step 1 if the affected nurses have the same immediate supervisor. Otherwise, the grievance will be presented at Step 2. **If a meeting is held at Step 1, the nurse may bring his or her Association Representative.**

Step 2--If the grievance is not resolved to the nurse's satisfaction **(or in the case of a group grievance the Association officer presenting a group grievance)** at Step 1, the nurse may present the grievance in writing to the appropriate

person responsible for the nurse's department, or designee, within ~~twenty (20)~~ **fourteen (14)** days after the date when (s)he had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (~~seventeen (17)~~ **ten (10)** days after the date of notice of any discharge or other discipline which is the subject of the grievance), whether or not (s)he has received the immediate supervisor's reply by that time. If the grievance has been presented to Step 2 in accordance with this Article, the written response is due within fourteen (14) days of such presentation.

Step 3--If the grievance is not resolved to the nurse's satisfaction at **(or in the case of a group grievance the Association officer presenting a group grievance)** Step 2, (s)he may present the grievance in writing to the Administrator or designee within ~~ten (10)~~ **fourteen (14)** days after receipt of the response in Step 2 or, if this response is not received within that period, within ~~ten (10)~~ **fourteen (14)** days after the expiration of time allocated in Step 2 for the response. The Administrator's or designee's written response to the grievant and the Association is due within ~~ten (10)~~ **fourteen (14)** days after a meeting between such Hospital representative and the grievant and the grievant's representative, if any. If no meeting is held, such written response is due within ~~fifteen (15)~~ **twenty (20)** days after presentation of the grievance in accordance with this Article to the Administrator or designee.

Step 4--If the grievance is not resolved to the nurse's satisfaction **(or to the satisfaction of the Association officer presenting a group grievance)** at Step 3, **the** Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, Association must notify the Administrator in writing of such submission not later than ~~ten (10)~~ **fourteen (14)** days after receipt of the Administrator's Step 3 response or, if such response has not been received, within ~~twenty (20)~~ **fourteen (14)** days after proper presentation of the grievance to Step 3.

B. It is the intent of the parties that meeting(s) will be held at Steps 2 and/or 3 among the grievant and representatives of **the** Association and **the** Hospital, if requested by **the** grievant, **the** Association or **the** Hospital. At such meeting(s), the grievance will be discussed in good faith. If meeting(s) are not held because of the

unavailability of the grievant or persons from either **the** Hospital or **the** Association, the grievance will continue to be processed as set forth above.

C. 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.

D. If the parties are unable to mutually agree upon an arbitrator at Step 4, the arbitrator shall be chosen from a list of five (5) names furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

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

F. The decision of the arbitrator shall be final and binding on the grievant and the parties, except that the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement or to impose any obligation on **the** Association or **the** Hospital not expressly agreed to in this Agreement.

G. The fee and expenses of the arbitrator shall be shared equally by **the** Association and **the** Hospital, except that each party shall bear the expenses of its own representation and witnesses.

H. As used in this Article, "day" means calendar day.

ARTICLE 6. **NEW ARTICLE 17 - FACILITIES**

Restrooms and lockers shall be provided by Hospital. **The Hospital will make a good faith reasonable effort to provide a room for nurses to rest during breaks which is reasonably accessible to the nurses on the unit. If a nurse or the Association has a concern about the provision of a room for breaks, prior to filing a grievance as outline in Article 16, alleging that such a good faith reasonable effort is lacking the nurse or the Association will first raise the issue at the Task Force where the parties will discuss potential resolutions of the concerns.**

**NEW ARTICLE 18 - APPEARANCES IN A COURT OF LAW**

*(Language from article 7 moved here. No change in the language.)*

Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Hospital, involving their duties at Hospital, during their normal time off duty will be compensated for the time spent in connection with such an appearance as follows: They will be paid their straight-time rate of pay, not including shift differential, provided that the subpoenaed nurse notifies Hospital immediately upon receipt of the subpoena. Such pay will not be deemed to be for hours worked. They will also be given, if they so request, equivalent time off from work in their scheduled shift immediately before or their scheduled shift immediately after such an appearance, provided that the subpoenaed nurse makes the request immediately upon receipt of the subpoena.

ARTICLE 13 **NEW ARTICLE 19 - PROFESSIONAL DEVELOPMENT**

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

B. **The** Hospital agrees to maintain a continuing in-service education program for all personnel covered by this Agreement. In the event a nurse is required by Hospital to attend in-service education functions outside the nurse's normal shift, (s)he will be compensated for the time spent at such functions at the nurse's established day straight-time hourly rate. **If the Hospital specifically instructs a nurse in writing to purchase instructional materials or equipment for mandatory in-service education, the Hospital will reimburse the nurse for the reasonable cost of such materials.** The term "in-service education" shall include Hospital requested individual training in specialty as well as other educational training.

C. The philosophy of **the** Hospital's orientation program shall be to provide the newly graduated registered nurse employee with a supervised first hospital work experience. In accordance with this policy, **the** Hospital agrees to maintain an orientation program to help newly graduated registered nurses achieve clinical nursing experience. **The** Hospital further agrees to discuss in advance any changes in the present **the** Hospital orientation program with the president of the ARPN.

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

E. During each calendar year, Hospital will provide paid educational leave as follows:

1. Eight (8) hours of paid educational leave for use by each full-time nurse, each part-time nurse, and each intermittently employed nurse who worked at least 700 hours in the preceding calendar year, to attend educational programs on or off Hospital premises which are related to clinical nursing matters where attendance would be of benefit to both the Hospital and the nurse.

2. Up to 5,000 hours of paid educational leave for use by full-time and part-time nurses as a group to attend educational programs on or off Hospital premises which are related to clinical nursing matters where attendance would be of benefit to both the Hospital and the nurse. Each intermittently employed nurse who worked at least 700 hours in the preceding calendar year may apply for a maximum of eight (8) hours of educational leave under this paragraph. **The Hospital will provide a quarterly report to Professional Nursing Care Committee showing the number of educational leave hours used by registered nurses.**

3. The first year's educational leave shall be available for use in the calendar year in which the nurse reaches his/her first anniversary date of employment as a nurse, but may not be used until after such anniversary date. Each subsequent calendar year's educational leave shall be available for use during such calendar year.

4. Specific programs are subject to prior approval by Hospital. Requests for educational leave and the Hospital's response will be in writing on Hospital's form(s). If a request for educational leave is not approved, the nurse may ask the Professional Nursing Care Committee to review the request. The PNCC will review the request and forward its recommendation and explanation to the division director in charge of the nurse's unit. The division director's decision will be final and binding on all concerned.

5. Educational leave not used by nurses in the applicable year shall be waived, except that if the reason for not using the educational leave in the year is that it was not approved by Hospital, after having been requested no later

than one (1) month before the end of such year, the waiver shall not become effective until three (3) months following the end of such year.

6. Upon return from an educational leave, the nurse will, upon request by Hospital, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.

**ARTICLE 14 20 - PROFESSIONAL NURSING CARE COMMITTEE**

A. The ~~General Duty Unit of Hospital~~ **represented nurses** shall elect from its membership ~~not to exceed six (6)~~ **up to eight (8)** members of the unit who shall constitute the Professional Nursing Care Committee.

B. This Committee shall meet not more than twice a month at such times so as not to conflict with the routine duty requirements. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse's regular straight-time rate, not including shift differential, for the purpose of attending Committee meetings.

C. The Committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to the Hospital's designated nurse executive within five (5) days after each meeting.

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

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

F. ~~The Hospital will make available to nurses a form for reporting to the Hospital specific staffing concerns. Nurses will leave completed forms in a designated place in the Nursing Department staffing office. A copy of such reports received by the Hospital, will be provided to the Association, a Committee member designated by the Association, and the appropriate unit supervisor.~~

**ARTICLE 15 21 - SENIORITY**

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

- I. Termination.
2. Layoff for lack of work which has continued for six (6) consecutive months.

B. Seniority shall mean the length of continuous employment by Hospital, including of a type covered by this Agreement (“covered employment”). If a nurse enters covered employment, for the first time, from other Hospital employment without a break in Hospital employment, the nurse’s seniority will also include the preceding Hospital employment period back to the most recent date of hire, except that if the date of such entry is January 1, 1991, or later, such preceding Hospital employment will be limited to such employment up to a maximum of three (3) years. A nurse who moves from covered employment into other Hospital employment, without a break in Hospital employment, will accrue additional seniority while not in covered employment, up to a maximum of three (3) years. Otherwise, the nurse will not accrue additional seniority but will retain his/her seniority for use if the nurse later returns to covered employment without a break in Hospital employment. All such seniority will be computed on the basis of hours paid at straight-time rates or higher, plus hours not worked as a result of H below (together called “seniority hours”), subject to the following:

1. For the period prior to June 27, 1993, and for any periods of seniority defined above as in addition to covered employment, the seniority hours will be deemed to be equal to 40 hours per week.
2. Within thirty (30) days of the close of the last pay period beginning in the months of January and July, Hospital will furnish to Association a seniority

list of nurses in the bargaining unit covering seniority hours through such pay period. The seniority of the nurses on the semi-annual list will be fixed upon issuance of the list until the next semi-annual seniority list is issued.

3. Between seniority lists, nurses entering the bargaining unit (a) with accrued seniority under this section B, will be added to the most recently furnished seniority list in accordance with her/his seniority hours; or (b) without accrued seniority, will be deemed to have less seniority than all nurses with accrued seniority. The length of continuous service of nurses without accrued seniority will be based on their most recent date of starting work (not seniority hours) until they are placed on a seniority list, at which time their length of continuous service will be computed as set forth above.

C. All other things being equal, qualified senior nurses will be given first opportunity for both advancement and shift preference within their areas of experience and qualifications. A qualified nurse who has worked at least one (1) year continuously in a unit as of the time when the nurse applies for a vacancy on another shift within that unit will be deemed to have seniority for this purpose equal to his/her seniority as defined in B above, plus the length of service in the unit. When all applicants for the vacancy who do not come within the preceding sentence have been eliminated from consideration for any reason under this Article, the remaining applicants for the vacancy will be deemed to have seniority for this purpose equal to their seniority as defined in B above.

**D.** Hospital will post a seniority list, sorted by unit, on Hospital's nursing intranet site. The seniority list will include the name of each nurse and the nurse's total number of seniority hours.

ARTICLE 15 **NEW ARTICLE 22 JOB POSTING**

**A.** When Hospital intends to fill a general duty or assistant head nurse vacancy, it will post the vacancy for no less than seven (7) days and shall not fill the vacancy, except temporarily, for seven (7) days beginning with the date when first posted. **The information provided with such posting will include the unit, FTE, and shift(s).** A nurse who desires to fill such vacancy may apply in writing and, if the nurse applies during such seven (7) day period, shall be eligible for the opportunity ~~under C above~~ **as described in Article 21 Seniority.** A nurse who applies in writing for the vacancy within six (6) months before it is posted shall be deemed to have applied during the seven (7) day period.

**B.** No vacancy under this Article will be deemed to exist when Hospital and a regularly scheduled nurse mutually agree, not more than once per calendar year, to increase or decrease the nurse's scheduled hours per week by no more than one (1) shift. If two or more nurses on the same shift of a patient care unit are willing to enter into an agreement under the preceding sentence, the most senior such nurse will be given preference, provided the nurse is qualified and the extra hours, if any, will not result in scheduled overtime hours.

**E.1. (Moving to a new Article 14. Not a deletion)** ~~Hospital will supply the ARPN chair and Association monthly, by electronic means, a list of all bargaining unit nurses showing their addresses, listed telephone numbers, beginning dates of their last period of continuous employment, status (full-time, part-time, or intermittently employed), and the assigned shifts and unit of each nurse. Hospital will also supply each month a list showing the names and addresses of all nurses who terminated during the preceding month.~~

**NEW ARTICLE 23 LAY-OFF LONG TERM REDUCTION IN FORCE**

**A.** In the event of a reduction in force or elimination of a nurse's position, the nurse with the least seniority, as defined in **Article 21** ~~this Article~~ among the nurses in the shift of the patient care unit where such action occurs, will be displaced from his/her position. However, a more senior nurse(s) may be displaced out of seniority if he/she is not qualified to perform the work of the unit after the reduction or position elimination or does not possess special skills required in the unit which are possessed by a less senior nurse(s). The displaced nurse will then have the following options:

1. The displaced nurse may take the position of the least senior regular nurse in the same patient care unit, provided he/she is 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
2. The displaced nurse may take the position of the least senior regular nurse in the bargaining unit, provided he/she is 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
3. The displaced nurse may elect reclassification to intermittently employed status on a non-regularly scheduled basis; or
4. The displaced nurse may elect transfer, if offered by Hospital, 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
5. The displaced nurse will be laid off.

**B.** 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 six (6) months from the date of displacement.

**C.** The Hospital will give the Association at least two weeks' advance notice of involuntary layoffs under F above or of a unit closure or merger which will include elimination of a nurse's regularly scheduled hours and/or shift assignment.

**NEW ARTICLE 24 LOW CENSUS SHORT TERM REDUCTION IN FORCE AND  
ROTATION SYSTEM**

**A.** In the event of nurses not working all or part of one of their scheduled working days at the request of Hospital, the following order for assigning time off shall be used:

1. Intermittently employed nurses on the shift of the patient care unit affected will be assigned such time off using a system of rotation.
2. Volunteers to take the time off shall be sought in the shift of the patient care unit affected. Hospital and a regular nurse volunteer may agree that the nurse will take the time off ahead of an intermittently employed nurse on the same shift and unit. For purposes of the preceding sentence, a “same shift and unit” exists where both the volunteer and the intermittently employed nurse on a shift of the same patient care unit have the same starting and ending times for that shift.
3. Regular nurses eligible for any time-and-one-half or greater premium for working on the shift of the patient care unit affected will be assigned such time off using a system of rotation.
4. Regular nurses working an extra shift on the shift of the patient care unit affected will be assigned such time off using a system of rotation.
5. The remaining regular nurses on the shift of the patient care unit affected will be assigned such time off using a system of rotation.

**B.** The rotation system shall include volunteer time taken. **The** rotation shall be subject to temporary variation because of scheduled days off, absences, inability to contact the nurse whose turn in the rotation it is, or when **the** Hospital cannot otherwise provide from among available and qualified nurses for the

remaining work required to be done. If **the** Association believes that such rotation during the monthly period covered by the preceding posted work schedule has resulted in inequitable distribution of such days not worked, it may ask to discuss this with **the** Hospital. Upon such a request from **the** Association, **the** Hospital will meet with an Association committee to review the matter and consider other approaches. Regular nurses shall not suffer the loss of any fringe benefits as a result of not working all or part of one of their scheduled working days under this section.

**C.** Agency nurses will not be assigned to work on the shift of a patient care unit that a nurse is not working as scheduled because of being assigned time off under this section, except when the nurse is not working as a result of volunteering to take the time off.

**ARTICLE 16 25 - SEPARABILITY**

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. In such event, the parties shall meet, upon request, to negotiate replacement provision(s), which shall be incorporated in this Agreement upon mutual agreement of the parties.

**ARTICLE 17 26 - SUCCESSORS**

In the event that Hospital shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which transfers in whole or in part the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of this Agreement. Hospital 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 Hospital shall have no further obligations hereunder from date of take-over.

**ARTICLE 18 27 - DURATION AND TERMINATION**

A. This Agreement shall be effective on its date of ratification, except as expressly provided otherwise in the Agreement, and shall remain in full force and effect until January 1, ~~2009~~ **2011**, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this Article.

B. If either party hereto desires to modify or amend any of the provisions of this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of January 1, ~~2009~~ **2011**, or any January 1 thereafter that this Agreement is in effect.

C. If either party hereto desires to terminate this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of January 1, ~~2009~~ **2011**, or any January 1 thereafter that this Agreement is in effect.

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

**ARTICLE 19 28 - APPENDICES**

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

**ARTICLE 20 29 - TASK FORCE**

A. 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, magnet status recognition, orientation, and float pool. Failure of the task force to agree on a matter will not be grievable and will not be deemed to be a reopener of the Agreement.

B. **The** Association shall appoint **four (4)** ~~three (3)~~ members to the task force, at least **three (3)** ~~two (2)~~ of whom shall be employed by Hospital.

C. Hospital shall appoint **four (4)** ~~three (3)~~ members to the task force, and two (2) of them shall be the Assistant Administrator Nursing and Patient Care, and the Director of Human Resources, or such other persons as may be designated by the Administrator in their place(s).

D. The task force shall meet at least once a month, or as otherwise agreed to by Hospital and Association, to accomplish its assignment. Nurse members and one (1) designated nurse alternate shall be paid up to three (3) hours per month for attendance at task force meetings.

E. The minutes and information furnished by Hospital to Association and its task force members in connection with the functioning of the task force may be disclosed to other persons only by mutual agreement of Hospital and Association.

IN WITNESS WHEREOF Hospital and Association have executed this Agreement as of the \_\_\_ day of \_\_\_\_\_, ~~2007~~ **2008**, on which date it shall be effective except as specifically provided for otherwise in this Agreement.

OREGON NURSES ASSOCIATION  
CENTER

PROVIDENCE PORTLAND MEDICAL

By: \_\_\_\_\_

By: \_\_\_\_\_



**APPENDIX A**

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

1. Effective ~~December 24, 2006~~, **December 21, 2008** for all nurses employed on the date of ratification of this Agreement, the ~~2007~~ **2009** rates set forth in the chart below will apply. **(see attached excel spread sheet)**

2. Effective ~~December 23, 2007~~, **December 20, 2009** the January ~~2008~~ **2010** rates set forth in the chart below will apply. **(see attached excel spread sheet)**

<b>Steps 2008 rate</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
------------------------	-----------------	-----------------

**^^A nurse will progress to Step 25 after being on Step 22 or higher for three years.**

**^^A nurse will progress to Step 30 after being on Step 20 or higher for ten years.**

4. Effective on the date that A.1 above is effective, nurses on the Start step that existed under the prior Agreement will be placed at Step 1. Thereafter progression will be in accordance with L below as if the nurse had been placed on Step 1 on the nurse's date of hire as a nurse.

B. Nurses' compensation shall be computed on the basis of hours worked. The monthly salary figure shown next to the hourly rate in A above represents the approximate monthly earnings of a nurse employed forty (40) hours per week.

C. **Effective on January 1, 2009 a new 30 year step will be put in place on the salary scale.** ~~the later of the date specified in A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement, nurses who have been continuously employed in a position in the bargaining unit for at least 30 years will be paid a one-time lump-sum bonus, as follows, on the pay period following completion of the 30<sup>th</sup> year: \_\_\_\_\_~~

~~\_\_\_\_\_ Full-Time nurses (as of the paydate): \_\_\_\_\_ \$1,500~~

~~Part-Time nurses (as of the paydate): \$1,000~~

D. Assistant Head Nurses shall be paid a differential of ~~\$3.25~~ **\$3.35** per hour in addition to their applicable hourly rate of pay. **Beginning on January 1, 2010 an Assistant Head Nurses shall be paid a differential of \$3.45 per hour in addition to their applicable hourly rate of pay.**

E. Charge Nurses shall be paid for hours worked in such position a differential of \$2.25 per hour in addition to their applicable hourly rate of pay. The Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

F. Shift differentials: 1. Nurses are scheduled for shifts according to the following:

<u>Shift</u>	<u>Majority of Scheduled Hours are Between:</u>
Day	7 a.m. and 3 p.m.
Evening	3 p.m. and 11 p.m.
Night	11 p.m. and 7 a.m.

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

Evening shift: **Nurses who work the evening shift will be paid a differential of** ~~Effective on the later of the date specified in A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement:~~ **\$2.75 per hour.**

Night shift: **Nurses who work the night shift will be paid a differential of** ~~Effective on the later of the date specified in A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement:~~ **\$5.25 per hour. Effective on January 1, 2010 night shift differential will be \$5.50 per hour.**

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

G. 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 2,080 hours of the related work. Hospital may, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

H. An intermittently employed nurse will be paid a differential of \$3.35 per hour in lieu of receiving PTO, EIT, and insurance benefits. An intermittent nurse who has been continuously employed in a position in the bargaining unit for 30 years or more will be paid a differential of \$5.25 per hour in lieu of receiving PTO, EIT, and insurance benefits.

I. The standby on-call compensation policies for nurses are set forth in Appendix B to the Agreement.

J. A nurse temporarily assigned to a higher position 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.

K. Merit Raises -- The Association recognizes this contract to be 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.

L. A nurse will ordinarily progress to the next year's step rate of pay under A above (for example, Step 2 to Step 3) on the later of (1) the anniversary of the nurse's last such step placement or (2) upon completion of 700 hours compensated at straight-time rates or above. Such anniversary date will be extended by the length of any leave of absence, since the nurse's last step placement, of more than 30 days.

M. Weekend differential:

1. Effective upon ratification of this Agreement, a regular nurse will be paid a weekend differential of \$10.00 per hour worked on a weekend shift which is part of a schedule under which the nurse has agreed to work at least 16 weekend shift hours every weekend and is doing so at the Hospital's request.

2. An intermittently employed nurse will be paid a weekend differential of \$6.00 per hour worked on a weekend shift which exceeds two (2) weekend shifts worked in a schedule period, excluding weekend shifts worked as a result of trades. A nurse may waive this differential by requesting in writing, at least two (2) weeks before the posting of a schedule, to be scheduled at least 8 weekend shifts in that schedule.

3. A weekend shift is defined as a shift whose scheduled beginning time is within a 48-hour period commencing at 12:01 a.m. Saturday, or for night shift employees, the beginning of the night shift closest thereto.

4.. For hours worked on a weekend shift when the nurse is not eligible for the weekend differential specified in either 1 or 2 above and is not eligible for time and one-half or greater pay under any provision of this Agreement, the nurse will be paid a weekend differential of \$1.00 per hour worked.

5.. No weekend differential will be paid for any unworked hours or for any hours to which the extra shift differential applies under N below.

N. Extra shift differential:

1. A regular nurse will be paid an extra shift differential of \$18.00 per hour (\$19.00 per hour on weekend shifts) for all hours worked per pay period in excess of the number of the nurse's regularly scheduled hours (including regularly scheduled weekend hours) for the pay period when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, at the request of Hospital. For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the application of Article ~~15-H~~ **24**, Seniority, and regularly scheduled hours not worked because of Hospital has required attendance at a specific education program, will be counted as regularly scheduled hours worked for the pay period. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades or of being called in to work while on standby on-call.

2. An intermittently employed nurse will be paid an extra shift differential, in the applicable amount specified in the preceding paragraph, for all hours worked in excess of 48 in the pay period when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, at the request of Hospital. For the purposes of the preceding sentence, hours actually worked, hours not worked because of the application of Article ~~15-H~~ **24**, Seniority, and hours not worked because Hospital has required attendance at a specific education program, will be counted in determining eligibility for this extra shift differential. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades or of being called in to work while on standby on-call.

3. If, before the cutoff date for schedule requests, a regular or intermittently employed nurse notifies the person responsible for staffing her/his patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order: (a) regular nurses, in order of their

seniority, who agree to waive extra shift differential for the extra shift and who would not become eligible for payment of overtime rates in connection with working the extra shift; (b) intermittently employed nurses, in order of their seniority, if the nurse's total hours worked are expected to be 48 or fewer hours in the pay period; (c) regular nurses, in order of their seniority; and (d) intermittently employed nurses, in order of their seniority, if the nurse's total hours worked are expected to be in excess of 48 hours in the pay period.

4. If, on and after the cutoff date for schedule requests, a regular or intermittently employed nurse notifies the person responsible for staffing her/his patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the order in which the notifications are received. However, if two or more nurses give such notification on the same date and at least 36 hours before the shift's starting time, the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order: (a) regular nurses, in order of their seniority; and (b) intermittently employed nurses, in order of their seniority.

5. Paragraphs 3 and 4 establish preferences when extra shift work is actually assigned in the circumstances described in those paragraphs, it being understood that there is no guarantee that all nurse requests for extra shift work will be granted.

6. A nurse who is assigned to work a particular shift under paragraphs 3 or 4, and who does not work the shift as assigned, will not be given preference under those paragraphs for the next schedule period.

7. If a regular nurse's FTE status is reduced or a regular nurse changes to intermittently employed status, the extra shift differential will be payable to the nurse only for extra shifts worked after the completion of 13 full pay periods following the nurse's FTE reduction or change in status. **This**

**limitation will not apply if a nurse reduces his or her FTE from 1.0 to 0.9 FTE by accepting a full-time 36 hour a week position.**

8. A weekend shift has the same definition as under M above.

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

O. Preceptor differential: A nurse assigned as **who agrees to be a** preceptor will be paid a differential of ~~\$1.50~~ **\$1.80** per hour worked as a preceptor. **The differential will increase on January 1, 2010 to \$2.00 per hour.** A preceptor is a nurse who is designated by his/her nurse manager to assess the learning needs of a nurse, plan the 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. **In determining patient assignments, the charge nurse will consider the fact that nurses is serving as a preceptor and the experience of the preceptee, in addition to other factors normally considered.** This differential will be paid to nurses who perform all of these duties for a student nurse who is part of a program specifically designed without a faculty member from the program present in the Hospital. **If any nurse has concerns about the level of supervision provided by the faculty member, the nurse should raise such concerns promptly with the unit manager, Hospital Director of Education, or the House Supervisor.** This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor. The differential will be paid only to a preceptor who has successfully completed the Hospital's preceptor training course provided, however, that the Hospital will not assign a preceptor who has not completed the Hospital's preceptor training course for the purpose of avoiding payment of the preceptor differential.

**APPENDIX B – Standby On-Call**

A. The following standby on-call policies shall apply to regular nurses:

1. Rotational call pattern in surgery:

a. Full-time nurses, or part-time nurses when full-time are not available, scheduled for weekend call will, in the preceding week, work from 7:00 a.m. to 3:30 p.m. and will be off one (1) day during the week, and will work on Saturday or Sunday from 3:00 p.m. until 11:30 p.m. A nurse scheduled for weekend call will be on-call for all other hours from Saturday (beginning at 3:00 p.m. for the nurse who is scheduled to work on Sunday and at 11:30 p.m. for the nurse who is scheduled to work on Saturday) until Monday morning at 7:30 a.m. Such a nurse will receive sixteen (16) hours of pay at the nurse's straight time hourly rate of pay for such on-call period, regardless of hours worked or not worked during such period, except as provided in subparagraph b below. On Sunday staggered work shifts may be arranged at the discretion of the supervisor. The Monday will not be worked by nurses whose period of weekend call ended at 7:30 a.m. on Monday. The Tuesday normal work shift will be from 7:00 a.m. to 3:30 p.m., and on Wednesday the work shift will be from 3:00 p.m. to 11:30 p.m. The nurse will be on-call Wednesday night from 11:30 p.m. until 7:30 a.m. Thursday morning, for which the nurse will receive eight (8) hours of pay at the nurse's straight time hourly rate of pay, regardless of hours worked or not worked during such period. The rest of the week will be free.

b. In this two (2) week period the hours actually scheduled to be worked will total fifty-six (56) and the on-call time will total forty (40) hours. Time actually worked (1) on a Sunday 0700-1530 shift or (2) in excess of twenty-four (24) hours during the period from 3:00 p.m. Saturday to 7:30 a.m. Monday, excluding hours worked under A.1.b(1), will be paid for at one and one-half (1 1/2) times the nurse's regular straight-time hourly rate of pay.

c. During the weeknight call period of the rotation, such nurses will be scheduled by the supervisor, and the day following the call shift will be scheduled off with eight (8) hours of the nurse's straight time hourly rate of pay in compensation. This will cover the Monday to Friday weeknight call.

d. A premium of ~~\$4.10~~ **\$4.45** per hour will be paid all surgery nurses accepting this duty. **On January 1, 2010 the premium will increase to \$4.60 per hour.** Shift differentials will not be paid for any hours during an on-call period.

e. A nurse scheduled for weekend rotational call on a Sunday 0700-1530 shift will be called in only if other scheduled surgery on-call staff are working on a call-in or are not qualified to do the work involved.

f. Hospital may terminate or reestablish this rotational call pattern after giving written notice to Association at least 30 days before the posting of the schedule in which such action will occur.

2. Standard standby call pattern:

**a.** A nurse ~~not in the Home Health Program~~ who is scheduled to be on standby on-call, other than on the rotational call pattern, shall be paid ~~\$3.40~~ **\$3.75** per hour on-call. **On January 1, 2010 the premium will increase to \$3.90 per hour.** If called in to work during an on-call shift, the nurse shall be assigned a minimum of three hours (3) of work, or pay in lieu of such hours not assigned by the Hospital, at time-and-one-half the nurse's straight-time rate of pay as shown in Appendix A. ~~Nurses who are scheduled to work a call shift for the Hospital at the end of their regular shift, and then are "called in" (asked to stay over and have their shift extended) shall be assigned a minimum of three hours (3) of work, or pay in lieu of such hours not assigned by the Hospital, at time-and-one-half the nurse's straight-time rate of pay as shown in Appendix A~~

B. Hospital shall endeavor to provide radio page beepers for on-call nurses in the Department of Surgery. On-call nurses are responsible for returning beepers at the end of an on-call period.

~~C. A nurse in the Home Health Program who is scheduled to be on standby on-call for telephone triage services and/or home visits shall be paid \$3.40 per hour on-call. Documented time spent on telephone services during an on-call shift shall be paid at time and one-half the nurse's straight time rate of pay as shown in Appendix A; if the nurse provides telephone services during an on-call shift, the minimum payment for these services will be the greater of the time spent in providing the services or one (1) hour. If the nurse is called to make one or more home visits during an on-call shift, the nurse shall be paid a minimum of three (3) hours at time and one-half the nurse's straight time rate of pay as shown in Appendix A for working during the on-call shift.~~

**APPENDIX C -- Certification and Clinical Ladder**

A. Certification differential: A nurse who meets the requirements of this section shall receive a ~~\$1.75~~ **\$2.00** per hour certification differential. **As of January 1, 2010 a nurse who meets the requirements of this section shall receive \$2.25 per hour.**

1. The nurse must have a current nationally recognized certification on file with Hospital 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 Hospital of certification renewal before that date. If the proof is submitted to Hospital **within 60 days** after that date, the certification differential will be **paid the renewal date. If the proof is submitted to the Hospital more than 61 days after the renewal date, the certification differential will be resumed beginning with the first full pay period following the submission.** ~~resumed beginning with the first full pay period following the submission.~~

2. 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. Hospital 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.

3. Only one certification and one certification differential will be recognized at a time for the purposes of this section.

4. On the recommendation of the PNCC or otherwise, Hospital may, in its discretion, specify areas and certifications; provided, however, there shall not be less than one certification recognized for each area covered by this Agreement, including but not limited to the following:

Area	Certification
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**ONA Final Proposal/Tentative Agreement**

PPMC Negotiations

February 6, 2009

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

B. Clinical Ladder Program: The program existing on January 1, 2003, will continue in its entirety for the duration of this Agreement, except that (1) the compensation for Levels II, III, and IV are, respectively, \$1.25, \$2.50, and \$4.00 per hour; **(effective January 1, 2010 the compensation levels for Levels II, III, and IV are, respectively, \$ \$1.50, \$2.75, and \$4.25 per hour)**; and (2) the program will be subject to termination or other modification only in accordance with Article 18, Duration and Termination, of this Agreement.

C. Additional Education Leave: Nurses approved for, and participating at Level II, III, or IV of the Clinical Ladder Program, or who have been approved and receive payment for a Certification Differential, shall be eligible for 8 hours of paid education leave annually, in addition to those hours to which the nurse might otherwise be entitled pursuant to Article 13.E.1.

D. Educational Expense Reimbursement.

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

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

- a. Certified Nurses, Level III or Level IV: up to two hundred and fifty dollars (\$250.00)
- b. Level IV Nurses only: \$350

**MEMORANDUM OF UNDERSTANDING**

A. The undersigned parties hereby agree that all nurses who were classified as of December 31, 1984, as part-time nurses because they were .4 FTEs, and who did not come within the provisions of the numbered paragraphs below after that date; and all nurses who were classified as of December 31, 1988, as part-time nurses because they were .5 FTEs, will continue to be treated as part-time nurses under the 2007-2008 Agreement; except that such nurses will be classified in accordance with the Agreement's definitions from and after the occurrence of the earlier of 1 or 2 below:

1. The .4 or .5 FTE nurse notifies Providence Portland Medical Center's personnel office in writing that (s)he desires to be an intermittently employed nurse as of the beginning of the next calendar month for which no medical and dental insurance premiums have been paid by Providence Portland Medical Center on the nurse's behalf; or

2. The .4 FTE nurse ceases to be continuously employed as a .4 FTE nurse, or the .5 FTE nurse ceases to be continuously employed as a .5 FTE nurse.

PTO accrual, payment of accrued PTO upon transfer to intermittently employed status, and use of EIT will be in accordance with the terms of the Agreement.

B. It is understood by the parties that the Departments of Surgery and Emergency and the Kidney Dialysis Unit regularly schedule nurses to work different shifts. Such practices may continue and are accepted as an exception to the provisions of Article 5, Section I.

PROVIDENCE PORTLAND  
MEDICAL CENTER

OREGON NURSES ASSOCIATION



~~New Article Contract Printing and Distribution~~

~~The Association will take the responsibility for distributing contracts to all new hires and nurses currently employed. The Association will provide a sufficient number of copies of the contract for the Hospital to use with its managers and other employees as it may require. The cost of the printing of the contract that there are enough copies for all the parties will be shared equally by both the Hospital and the Association, though the Association will take the responsibility for the copying/printing production.~~

**Letter of Agreement – Contract Training**

Within ninety days of the printing of the contract, joint ONA and Hospital trainings will be conducted for interested staff nurses, AHNs, Charge nurses, ONA Unit Representatives, PNCC Members, and Hospital Unit Managers on changes to the contract. The training will be jointly designed and provided by ONA and Human Resources and held a minimum of three times in order to reach interested parties in different units and shifts. All nurses who attend will be deemed to be in a paid status when attending.

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2007  
2007

Dated: \_\_\_\_\_,

Article 5 Hours of Work **New Article Floating**

- K. All nurses on a unit may be required to float to another unit in the Hospital although the Hospital will endeavor to minimize floating when reasonably feasible. When the Hospital determines that floating is needed:**
- 1. Nurses will be floated first within their cluster (where they exist). The Hospital will keep the PNCC informed with regard to clusters as they exist and are changed, and will take comments and suggestions from PNCC on proposed changes.**
  - 2. Nurses will receive or have been previously given information needed to work on the unit, included the layout of the unit, codes and passwords, and locations of supplies.**
  - 3. Nurses will generally be floated on a rotational basis, each nurse taking a turn, unless the charge nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation.**
  - 4. The Hospital will make reasonable efforts not to regularly float a nurse on a 12 hour shift to more than two units per shift.**
  - 5. In determining patient assignments, the charge nurse will consider the fact that a nurse is floated to unit for only 4 hours and thus should receive an appropriate assignment, in addition to other factors normally considered.**

**Memorandum of Understanding**

**NLRB Kentucky River Decision.**

**The Medical Center will send a letter to ONA confirming that for the term of the contract, the Medical Center will not challenge the status of nurses holding positions currently called Assistant Head Nurses and/or Charge Nurses as bargaining unit nurses based on the National Labor Relations Board Ruling of *Kentucky River*.**

**Cardiovascular Lab.**

**Within 30 days of ratification of this Agreement, a meeting will be held to discuss concerns related to the overtime and call-back worked in the Cardiovascular Lab (“CVL”), with the goal of ensuring compliance with HB 2800 provisions regarding mandatory overtime and to address staff concerns regard the scheduling and staffing patterns. The meeting will include the Assistant Administrator for Patient Care services, the manager and/or director of CVL, a representative of the Association, and two or more nurses from the CVL. The parties will hold subsequent meetings, as the parties determine is necessary.**

**NEW ARTICLE—STAFFING AND HOSPITAL STAFFING COMMITTEE**

~~HB 2800. The parties acknowledge that the Medical Center is required to follow the provisions of HB 2800 regarding staffing and staffing committees.~~

~~a. Information. For information related to the applicable limitations, nurses are encouraged to review the posters on HB 2800 located throughout the Hospital, to talk with their managers, and/or to contact a member of the Staffing Plan Committee for information.~~

**A.** Concerns. Nurses are encouraged to raise any staffing concerns, without fear of retaliation. For specific staffing concerns, the Hospital will make available a form that is mutually-agreeable to the Hospital and the Association. Nurses will leave completed forms in a designated place **and the Hospital will not discourage the reporting documentation and submission of such forms.** . A copy of such reports received by the Hospital will be provided to the Association, a member of the PNCC designated by the Association and the appropriate unit manager.

**B. Hospital Staffing Committee.**

i The Medical Center is required under HB 2800 to maintain a written hospital-wide staffing plan for nursing services, which **clearly delineates** the decision-making tools and techniques for each unit to determine its appropriate staffing;

ii. The plan must generally be developed, monitored, evaluated and modified by a hospital nurse staffing plan committee (“the Hospital Staffing Plan Committee”);

**C. The Hospital Staffing Plan Committee. The parties acknowledge the legal requirements set forth in HB 2800, including its enforcement mechanisms. The parties agree to following specific contractual provisions.**

- i. The Hospital Staffing Plan Committee will be comprised of equal number of hospital nurse managers and direct care registered nurses as its exclusive membership for decision-making;
- ii. Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the Staffing Plan Committee. Any regular full-time or part-time direct care nurse with a minimum of two years of nursing service is permitted to serve on the Staffing Plan Committee provided that the nurse has worked as a Registered Nurse for at least one (1) year in his/her current area of practice on his/her unit, and has worked at least two (2) years at the Hospital as a Registered Nurse.
- iii. Term or time on the Staffing Plan Committee will be set by the Staffing Plan Committee and will include rotational terms and the ability of nurses to serve multiple terms.
- iv. The decision-making process for the Staffing Plan Committee will generally be by consensus.
- v. The Hospital has defined the following specialty areas and will include at least one direct care registered nurse from the following specialty areas on the Staffing Plan Committee:
  1. Medical;
  2. Surgical;
  3. Critical Care;
  4. Surgical Services;
  5. Family Maternity;
  6. Behavioral Health;
  7. Emergency Services.
- vi. Any nurse **or nurses** desiring staffing changes on his/her unit will **first** meet with the unit manager to discuss such requested changes. **If the issues leading to the**

**requested changes remain unresolved, a nurse or nurses may bring those concerns to the attention of the staffing committee.**

**vii Meetings.**

1. The meetings of the Hospital Staffing Plan Committee will be co-chaired by one direct care registered nurse and one nurse manager.
2. The Hospital Staffing Plan Committee will determine how often it needs to meet to achieve its duties, but the Committee will endeavor to meet every other month.
3. The members of the Hospital Staffing Plan Committee will be paid for the time spent during meetings.
4. Minutes of the meetings will be taken and will be available for review by all nurses.
5. The schedule for meetings will be set in advance and available for review by nurses.
- ~~6. The Staffing Plan Committee will determine the process for selecting its members.~~
7. The names of the members of the Staffing Plan Committee and their respective units to be represented will be communicated to the nurses.
8. Nurses and/or representatives of the Association may request time on the agenda at the Staffing Plan Committee to raise issues or concerns.
9. The Staffing Plan Committee will be asked to develop a plan to educate nurses on its role and responsibilities.

### Healthy Work Environment Letter of Agreement

A. **Healthy Work Environment.** The Hospital and the Association and the nurses at the Hospital 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. The parties believe that ANCC fourteen forces of magnetism enable the Hospital to recruit and retain excellent nurses. 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 the forces of magnetism, 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.” To begin the work towards that goal, within **90 days of ratification** the parties ~~have~~ will develop the Initial Action Plan for a Healthy Work Environment and will continue this work during the term of this Agreement. **The action plan will focus on the development of specific initiatives around the Forces of Magnetism and the American Association of Critical Care Nurses Six Essential Standards. The Nursing Practice Council, the Nursing Council, and the Staffing Plan Committee will include an equal number of its respective members to serve on the group that develops the initial action plan and include the Assistant Administrator of Nursing and Patient Care Services, the ONA/ARPN President, PNCC Chair, two Association representatives as ex-official members. The Task Force will be provided updates, information, and progress reports on the implementation of the plan.**