

**AGREEMENT**

**between**

**PROVIDENCE MILWAUKIE HOSPITAL**

**and**

**OREGON FEDERATION OF NURSES AND  
HEALTH PROFESSIONALS  
AFT Local 5017**

**2008-2010**

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This Agreement is by and between Providence Milwaukie Hospital ("the Hospital") and Oregon Federation of Nurses and Health Professionals ("the Union"). The Hospital and the Union agree as follows:

## **ARTICLE 1 — RECOGNITION**

The Hospital recognizes the Union as a collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for the bargaining unit certified by the National Labor Relations Board, Case No. 36-RC-6104, as follows: full-time and part-time registered nurses, including charge nurses, and all on-call registered nurses employed by the Hospital at 10150 S.E. 32<sup>nd</sup> Avenue, Milwaukie, Oregon, but excluding enterostomal therapists, infection control practitioners, quality management coordinators, employee health nurses, foot clinic nurses, assistant nurse managers, nurse managers, nursing directors, nursing supervisors, CRNAs, guards, supervisors, and all other employees.

## **ARTICLE 2 — DEFINITIONS**

1. Nurse – a Registered Nurse currently licensed to practice professional nursing in Oregon.
2. Staff Nurse – A Registered Nurse who is responsible for the direct or indirect total care of patients.
3. Full-Time Nurse – A Staff Nurse who is regularly scheduled to work 72 or more hours per two-week pay period on a nontemporary basis.
4. Part-Time Nurse – A Staff Nurse who is regularly scheduled to consistently work between 48 and 71 hours per two-week pay period.
5. Regular Nurse – A Full-Time Nurse or a Part-Time Nurse who has completed the Introductory Period.
6. Charge Nurse – A Staff Nurse who also assists with and coordinates clinical activities, as assigned by the Hospital.

7. On-Call Nurse – A Staff Nurse whose job status is "on-call," which means that the nurse is assigned by the Hospital to work on an intermittent or unpredictable basis.
8. Temporary Nurse – A Staff Nurse who is employed for a specified period of time not to exceed six (6) months, or who is employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months.
9. Benefit-Eligible Nurse – A Full-Time or Part-Time Nurse.
10. Preceptor Nurse – A Nurse requested by his or her nurse manager to attend the preceptor training program and coach nurses in the clinical setting. "Coaching" involves assisting the nurse in the learning/development plan, and providing direct guidance and feedback to the preceptee and manager.
11. Workweek – A seven-day period beginning at 12:01 a.m. Sunday.

### **ARTICLE 3 — NON-DISCRIMINATION**

- A. The Hospital and Union will comply with applicable laws prohibiting discrimination in employment matters because of race, color, national origin, religious belief, sex, age, marital status, veteran status, mental or physical disability; lawful activities relating to Union matters that do not interfere with normal Hospital routine, the nurse's duties, or the duties of other Hospital employees; or any other legally protected status, including applicable laws regarding harassment. This section is intended to include sexual orientation in accordance with any applicable law regarding that status.
- B. Nurses are encouraged to utilize the Hospital's internal complaint reporting processes.

### **ARTICLE 4 — MANAGEMENT RIGHTS**

- A. The Union recognizes the Hospital's right to operate and manage the Hospital and that the Hospital has the obligation to provide medical and treatment services and related health care within the community.

- B. Except as particular matters are specifically limited by this Agreement, the Hospital has the exclusive right to operate and manage the Hospital, and the Hospital retains all rights, powers, and authority inherent in the management function.
- C. The only limits on the Hospital's right to operate and manage the Hospital are those specifically expressed in this Agreement. If not expressly and specifically limited by this Agreement, all rights are subject to the Hospital's exclusive control.
- D. The Hospital has the right to establish, change, modify, interpret, or discontinue its policies, procedures, and regulations.

#### **ARTICLE 5 — HOURS OF WORK**

- A. During each nurse's workday, the nurse shall receive the following:
  - 1. 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. For nurses in Surgery who work ten-hour shifts, this break shall be twenty (20) minutes.
  - 2. An uninterrupted meal period of one-half (1/2) hour on the nurse's own time, subject to paragraph 3 below.
  - 3. The Hospital acknowledges the importance of breaks and meal periods to the nurses. The Union recognizes that emergent patient care needs will occasionally preclude the ability of the Hospital to schedule or provide rest and meal periods as described above. The parties therefore agree to the following:
    - 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 and meal 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 this section, subject to the following:
  - i. The process must have the agreement of 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.
  - iii. If a nurse believes that he or she is unable to take the breaks or meal periods described above, the nurse should inform his or her supervisor as soon as possible. If the supervisor is not available, the nurse will notify the charge nurse. The nurse's immediate supervisor will make reasonable efforts to provide the nurse with such break(s) or meal period.
  - iv. If patient care needs require the nurse to remain at the nurse's duty station during such meal period, the nurse will be paid for such time (provided that the nurse informs his or her supervisor or charge nurse as outlined in subparagraph iii above).
- c. For nurses not working a standard 8-hour shift, the preferred approach is to relieve nurses for two 20-minute rest periods and one 30-minute meal period within a 10-hour shift in Surgery, and three 15-minute rest periods and one 30-minute meal period within a 12-hour shift.

B. Incidents of missed breaks or meals may be documented by the nurse and forwarded to the Task Force for discussion.

C. Overtime compensation will 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 either (1) in excess of forty (40) hours in each workweek (thirty-six (36) hours for nurses regularly scheduled 36 hours per week); or (2) in excess of eight (8) hours in each day or 80 hours in a work period of

fourteen (14) consecutive days, if pursuant to an agreement or understanding in writing between the nurse and the Hospital.

1. Overtime compensation will also be payable for all hours worked in a shift in excess of the nurse's regularly scheduled shift duration. If the nurse has more than one regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under this section will be the duration specified for the shift to be worked.
    - (a) When the applicable shift duration for determining eligibility for premium pay is less than 8 hours, excluding meal periods, overtime compensation will be paid only for hours worked in excess of 8 in the shift.
  2. There will be no pyramiding of one and one-half and/or higher premiums.
- D. The Hospital will comply with the provisions of HB 2800 regarding assignment of overtime.
- E. When there are multiple nurses who want to work overtime, the Hospital will continue its current practice of distributing overtime, which generally attempts to allocate work evenly among nurses who want to work such overtime.

#### **ARTICLE 6 — WORK SCHEDULES**

- A. Work schedules will be prepared either for each calendar month, which will be posted two (2) weeks before the beginning of the month, or for two (2) consecutive pay periods, which will be posted two (2) weeks before the beginning of the first of such pay periods.
- B. The Hospital will continue its current policy of scheduling every other weekend off for Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more frequent weekends. If the Hospital determines based on operational and patient care needs (provided that such discretion is not exercised arbitrarily) that weekend work can be less frequent than every other weekend, such schedules are permitted by this Agreement.

- C. The Hospital has the right to set schedules based on patient needs. The Hospital, however, will seek input from nurses in a given department in creation of the schedule. The Hospital will seek to accommodate, consistent with operational needs, nurses’ desires for regularity in their scheduling patterns. When there are significant changes to the schedule, the Hospital will discuss the proposed change(s) with the affected nurse(s) and will provide at least thirty (30) days’ notice of significant changes.
  
- D. Prior to posting of the schedule, the Hospital will make every effort to schedule bargaining unit nurses, including on-call nurses, prior to temporary, agency or traveler nurses.

**ARTICLE 7 — COMPENSATION**

**A. Wage Scale.**

Effective the first full pay period including the dates set forth below, regular full-time and part-time nurses will be paid as follows:

<b>STEPS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>10</b>	<b>12</b>	<b>15</b>	<b>17</b>	<b>20</b>	<b>21</b>
March 1, 2008	27.79	29.29	30.24	31.23	32.53	34.33	35.01	35.70	36.55	37.38	38.13	39.26	39.72
October 1, 2008	28.07	29.58	30.55	31.54	32.86	34.67	35.36	36.05	36.91	37.76	38.51	39.65	40.12
March 1, 2009	29.19	30.77	31.77	32.80	34.17	36.06	36.78	37.50	38.39	39.27	40.05	41.24	41.73

<b>Years of Experience at Each Step</b>	
Step 1	Up to 1 year of experience
Step 2	At least 1 year but less than 2 years
Step 3	At least 2 years but less than 3 years
Step 4	At least 3 years but less than 4 years
Step 5	At least 4 years but less than 5 years
Step 6	At least 5 years but less than 7 years
Step 8	At least 7 years but less than 10 years

Years of Experience at Each Step	
Step 10	At least 10 years but less than 12 years
Step 12	At least 12 years but less than 15 years
Step 15	At least 15 years but less than 17 years
Step 17	At least 17 years but less than 20 years
Step 20	At least 20 years but less than 21 years
Step 21	At least 21 years of experience and 6 years at the Hospital

**B. Progression Requirements.**

1. Nurses will progress to the next step on the scale on the nurse's anniversary date, provided that on such date the nurse satisfies the following requirements:
  - (a) The nurse has completed at least the years of experience (and service with the Hospital for Step 21) that correspond to the next step; and
  - (b) The nurse provides evidence that the following were successfully completed during the 12 months preceding the nurse's anniversary date:
    - (1) Maintenance of current licensure.
    - (2) Annual TB test.
    - (3) Basic Life Support.
    - (4) Completion of the annual Environment of Care Requirement.
    - (5) Completion of departmental competency requirements.
    - (6) Completion of annual department-specific skills lab, as applicable.
    - (7) Completion of mandatory in-service and training requirements.
    - (8) Signed acknowledgment of the Hospital's confidentiality policy and HIPAA policy.
2. If a nurse has not met the requirements listed above on his or her anniversary date, the nurse will advance to the next step (if applicable) effective the pay period following completion of these requirements.

**C. Experience.**

1. A newly hired full-time and part-time nurse with related experience as a nurse in a position that correlates to the type of work expected in the position for which he or she is hired will be placed on the pay scale in paragraph A above in accordance with such experience, provided, however, that the nurse will then be deemed to have the minimum number of years of experience correlating to such step. Notwithstanding the prior sentence, the Hospital may, in its discretion, place a newly hired experienced nurse at one step higher than the step to which the nurse's years of experience would correlate, provided, however, that the nurse must remain on such step until he or she has the actual years of experience that correlate to the next step.
2. A "year of experience" for purposes of placement of a newly hired nurse means 1,872 hours of work.

**D. On-Call Nurses.**

1. On-call nurses will be paid in accordance with the following schedule, effective the first full pay period including the dates set forth below:

<b>Years of Experience</b>	<b>March 1, 2008</b>	<b>October 1, 2008</b>	<b>March 1, 2009</b>
0-5 years	34.44	34.79	36.18
6-14 years	36.60	36.96	38.44
15 or more years	39.83	40.23	41.83

2. To be considered an on-call nurse, the on-call nurse must comply with the Hospital's Nursing Policy for On-call.
3. An on-call nurse who regularly works an average of twenty-four (24) or more hours per week in one unit for at least six (6) consecutive months may request reclassification to part-time or full-time status consistent with such hours worked, unless such on-call nurse is filling positions because of any combination of leaves

of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months.

**E. Payroll Errors.**

Time records will continue to be made available in each unit to allow nurses to promptly research payroll errors and to promptly notify Human Resources and/or the payroll department of any errors. For errors over \$150.00, the nurse may request a special correction check through Human Resources. A correction check will be processed by the end of the second business day after notification, excluding weekends and holidays, as long as the error can be validated. Other corrections, once validated, will be included on the next regular payroll check. The expedited processing of payroll corrections of less than \$150.00 shall be considered by Human Resources on a case-by-case basis.

**ARTICLE 8 — DIFFERENTIALS**

**A. Certification Differential.**

1. Nurses may apply to the Hospital and will be paid a certification differential of \$1.50 per hour (\$1.75 per hour effective the first full payroll period including March 1, 2009) as of the first pay period that includes the application date, if the nurse has a current national specialty certification listed on Appendix A that is relevant to the department where the nurse works the majority of his or her hours.
2. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to the Hospital of certification renewal before that date. If the proof is submitted to the Hospital after that date, the certification differential will be resumed beginning with the first full pay period following the submission.
3. Nurses with multiple recognized certifications will receive certification differential for only one at a time.

**B. Shift Differentials.**

A nurse will be paid shift differentials when the majority of a nurse's hours worked fall within the applicable shift.

1. The shifts are defined as follows:

Majority of the nurse's hours are between	Shift
7 a.m. and 3 p.m.	Day
3 p.m. and 11 p.m.	Evening
11 p.m. and 7 a.m.	Night

When the nurse's hours on a particular shift are evenly split, the nurse will receive the higher differential.

2. Evening Shift Differential: Nurses will be paid an evening shift differential of \$2.25 (\$2.35 effective the first full payroll period including March 1, 2009).
3. Night Shift Differential: Nurses will be paid a night shift differential of \$5.30 per hour (\$5.50 per hour effective the first full pay period including March 1, 2009).

**C. Charge Nurse Differential.**

Charge nurses will be paid a differential of \$1.80 per hour (\$1.90 effective the first full payroll period including March 1, 2009) for hours spent working in a charge nurse capacity.

**D. Preceptor Differential.**

A nurse assigned as a preceptor will be paid a differential of \$1.50 per hour (\$1.75 effective the first full payroll period including March 1, 2009) worked as a preceptor. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor. (Note: The practice of paying preceptor differentials for orientation only will not continue.)

- E. The differentials in this Article will be included in each nurse's regular rate of pay, as applicable, for purposes of calculating overtime under the Fair Labor Standards Act.

## **ARTICLE 9 — STANDBY COMPENSATION**

The following standby compensation policies shall apply to nurses regularly employed full time and part time (except as set forth in Appendix B):

- A. Nurses scheduled for or placed on standby shall be paid the sum of \$3.75 for each hour of scheduled standby, and \$3.50 (\$3.75 effective the first full payroll period including March 1, 2009) for each hour of non-scheduled standby.
- B. Time actually worked on a call-back while on standby shall be paid for at one and one-half (1-1/2) times the nurse's regular straight-time hourly rate of pay for a minimum of three hours. Such call-back pay rate will begin with the time the nurse actually begins work during the standby period.
- C. Call back hours worked during evening and night shifts will be paid the appropriate shift differential.
- D. Nurses on call-back who complete the standby assignment and are subsequently called back within the original three-hour period will receive only the minimum three hours of call-back pay (not a three-hour minimum for each occurrence within such three-hour period).
- E. The Hospital will make electronic beepers available for nurses scheduled on standby.

## **ARTICLE 10 — EXTRA SHIFTS**

- A. Effective with the first full pay period beginning after ratification of this Agreement, a full-time or part-time nurse will be paid a differential of \$18.00 per hour (\$19.00 for weekends) for all hours worked per week in excess of the number of the nurse's regularly scheduled hours for the week (including regularly scheduled weekend hours), 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 the Hospital.

1. For the purposes of determining "the nurse's regularly scheduled hours for the week" above, regularly scheduled hours actually worked in the week will be counted, and the following regularly scheduled hours will also be counted for the week:
  - (a) Not worked because of an MDO;
  - (b) Not worked because the Hospital required attendance at a specific education program;
  - (c) Not worked because the nurse was on a paid educational leave from such hours; and
  - (d) Not worked because of PTO for the purpose of vacation that was scheduled at the time the schedule was posted.
2. Hours worked in determining eligibility for this differential will not include hours worked as a result of trades or of being called in to work while on standby (subject to paragraph 7 below regarding standby after canceling an extra shift).
3. If a nurse's FTE status is reduced at the nurse's request, this differential will be payable to the nurse only for extra shifts worked above the nurse's former FTE for a period of thirteen (13) full pay periods following the nurse's FTE reduction.
4. A weekend shift under this section is defined as a shift beginning within the period from 7 p.m. on Friday through 6:59 p.m. on Sunday.
5. This differential will not be paid for any unworked hours.
6. The differentials set forth above replace all other differentials for extra shift hours.
7. Nurses cancelled from an extra shift and placed on standby, if thereafter called back to work on the same unit and shift will be paid at the same rate of pay they would have received if not previously cancelled. This provision supersedes the

language of Article 9.B. (Note: This means that the nurse will receive the extra shift differential but will not receive call-back pay.)

- B. An on-call nurse is eligible for the differential as described in paragraph A above for hours worked in excess of forty-eight (48) hours per pay period, when such excess hours result from the on-call nurse working extra shift(s) of at least four (4) hours each in duration at the request of the Hospital.

### **ARTICLE 11 — HEALTH BENEFITS**

- A. Each benefit-eligible 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) vision care insurance, and (8) long-term disability insurance.

- B. The Hospital will pay the premium cost of the medical and dental benefits selected by each participating nurse for Flex Select coverages offered under A above, up to the amount of the applicable Benefit Dollars provided to a majority of the Hospital's other employees, based on category of coverage and full-time or part-time status. For 2008, the Hospital will maintain the same Base EPO Plan that was provided to the nurses in 2007. In 2009 and 2010, the nurses will participate in those plans that are offered to the majority of the Hospital's non-represented employees subject to the following:

For the 2008 and 2009 plan years, the applicable Benefit Dollars will be sufficient to cover 100% of the premium cost for the benefit eligible nurse and the eligible dependents of a Full-Time Nurse, and 90% of the premium cost for the eligible dependents of a benefit-eligible Part-Time Nurse, for the Base EPO and ProvDental plans.

For the 2009 plan year, the Base EPO Plan will have the same deductibles, copayments, and out of pocket maximums that were in place for the majority of the Hospital's non-represented employees in 2008.

- C. The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Hospital, the cost of the total Flex Select benefits selected that exceeds the Benefit Dollars paid by the Hospital under the preceding section. If the Benefit Dollars paid by the 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.
- D. Coverage under the plans specified in paragraph A above will continue while a nurse is on PTO or EIT.

#### **ARTICLE 12 — PENSIONS**

- A. Nurses will participate in the Hospital's retirement plan in accordance with its terms. The Hospital shall not reduce the benefits provided thereby unless required by the terms of a state or federal statute during the term of this Agreement.
- B. The Hospital will offer nurses the opportunity to participate in the Hospital's 403(b) and matching plans, in accordance with their terms.
- C. The Hospital may from time to time amend the terms of the plans described in this Article, except (1) as limited by A above and (2) that coverage of nurses under B above shall correspond with the terms of coverage applicable to a majority of the Hospital employees.

#### **ARTICLE 13 — PROFESSIONAL DEVELOPMENT**

- A. The Hospital will provide eight (8) hours of paid educational leave for each regular nurse, provided, however, that if a nurse must miss a regularly scheduled twelve (12) hour shift in order to attend an approved education program, the nurse will be entitled to twelve

(12) hours of paid educational leave for that day. In addition, the Hospital will provide up to 900 hours of paid educational leave for use by regular nurses as a group to attend educational programs. Nurses must use their eight (8) hours of paid educational leave before or in conjunction with accessing hours to the 900-hour pool, and such utilization will be verified in writing by the nurse's manager.

The educational programs described herein must be bona fide educational programs for nurses to acquire new knowledge related to the practice of nursing, update basic nursing knowledge and skills, and maintain certifications (other than those described in A.4. below). Nurses may apply to the Professional Nursing Care Committee to access the 900 hours of educational leave described herein. The Professional Nursing Care Committee will review the request and forward its recommendation and explanation to the manager in charge of the nurse's unit. The manager will then determine whether the department schedule can accommodate the nurse's absence. The manager's decision as to scheduling and departmental needs will be final and binding on all concerned.

1. Educational leave may not be carried over from one year to the next.
  2. A nurse will provide a certificate of completion for attending an educational program and, upon request by the Hospital, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.
  3. The Hospital may grant additional educational leave in cases it deems appropriate.
  4. The hours allotted above do not include the education hours necessary for a regular or on-call nurse to obtain ACLS, PALS, ENPC, NRP, and BCLS, if such certification or education is required by the nurse's manager for the nurse's unit.
  5. A newly hired regular nurse may apply to use educational leave in the calendar year in which the nurse reaches his or her first anniversary date of employment as a nurse, but only after the nurse's anniversary date.
- B. The Hospital will provide up to \$15,000 in each calendar year for assistance in paying for registration fees, required materials, travel, meals, lodging and parking in conjunction

with educational courses for regular nurses and for on-call nurses who have worked at least 400 hours for the Hospital in the preceding twelve months. One-quarter (1/4) of the annual amount specified in the preceding sentence will be allocated to each calendar quarter of that year. Any part of such quarterly amount not used for a calendar quarter will be carried over to the next calendar quarter, except that there will be no carryover to the next calendar year. A regular nurse will be eligible for a maximum of \$200 per year (\$300 effective March 1, 2009) unless any part of the above annual amount remains undistributed at the end of the calendar year, in which case individual nurses' expenses in excess of \$200 (\$300 effective March 1, 2009) will be reimbursed on an equitable basis up to the annual amount, provided however that no nurse will be reimbursed more than \$800.

1. The Hospital will continue to pay for the registration fees necessary to obtain ACLS, PALS, ENPC, NRP, and BCLS, if such certification or education is required by the nurse's manager for the nurse's unit.
2. To access the funds described herein, the nurse must submit a request to the Professional Nursing Care Committee. The Professional Nursing Care Committee will review the request and forward its recommendation and explanation to the manager in charge of the nurse's unit. The manager will then determine whether the department schedule can accommodate the nurse's absence. If the nurse disagrees with a manager's determination, the nurse may discuss the issue with the Nurse Executive. The Nurse Executive's decision as to scheduling and departmental needs will be final and binding on all concerned. The Professional Nursing Care Committee shall have the final authority to approve the disbursement of funds for programs that do not require the nurse to miss work from his or her regular schedule or alterations to an already posted schedule.
3. The Hospital will develop a procedure for processing payment for amounts approved through the procedure described in paragraph B.1 above.

## ARTICLE 14 — PAID TIME OFF

### A. Paid Time Off.

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.

Benefit-Eligible 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 eighty (80) paid hours per two (2) week pay period (approximately twenty-four (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 eighty (80) paid hours per two (2) week pay period (approximately twenty-nine (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 eighty (80) paid hours per two-week pay period (approximately thirty-four (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 twelve (12) hour shift, or four (4) days each week, with each workday consisting of a nine (9) hour shift, the accrual rates in paragraphs B.1, 2, and 3 immediately above will be changed to  $.0963$ ,  $.1155$ , and  $.1347$  hours, respectively, per paid hour, not to exceed seventy-two (72) paid hours per two (2) week pay period;

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

**C. Definition of a Paid Hour.**

A paid hour under B above will include only hours directly compensated by the Hospital and mandatory days off; and will exclude overtime hours, unworked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a benefit-eligible nurse. A paid hour includes hours taken as PTO and EIT.

**D. Pay.**

PTO pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift differential at the time of use. PTO pay is paid on regular paydays after the PTO is used.

**E. Scheduling.**

In scheduling PTO, the Hospital will provide a form for each eligible nurse to submit written requests for specific PTO.

1. If nurses within a unit and shift request more dates for PTO than the Hospital determines to be consistent with its operating needs, then preference in scheduling PTO will be as follows:
  - (a) For pre-scheduled PTO for each twelve (12) month period beginning on June 1 and continuing through May 31 of the following year, requests submitted between January 1 and March 1 shall be granted in order of seniority for nurses within the unit and shift. The Hospital will grant or deny such requests by March 15. Nurses will not be granted more than three (3) weeks off during the period of June 1 through August 31, except that if there are no conflicting requests the Hospital will grant additional time off consistent with its determination of operating needs.

- (b) PTO requests submitted after March 1 will be granted in order of the Hospital's receipt of the written requests for nurses within the unit and shift. Nurses may submit PTO requests electronically to assure timely submission. The Hospital will grant or deny such requests within two (2) weeks following their receipt.
  - (c) Notwithstanding the order of granting requests set forth above, the Hospital will attempt to rotate holiday work.
2. PTO will be granted only if a sufficient amount of PTO will have accrued for use on the requested dates. Moreover, PTO requests shall not be converted to requests for unpaid time off absent Hospital approval, provided that previously approved time off will not be rescinded if the nurse's shortage of PTO is directly due to PTO taken for mandatory MDO's.

**F. Use.**

1. Accrued PTO may be used in the pay period following completion of six (6) months of employment and then in or after the pay period following the pay period when accrued, except with respect to use on observed holidays as provided in 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) When a nurse is on a mandatory day off, by making the appropriate entry on the nurse's timecard;
  - (b) For leaves of absence under applicable family and medical leave laws if the nurse's accrued PTO account is then at 40 hours or less.
3. 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 paid bereavement leave, jury duty, witness service, or EIT.

**G. 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 (1½) 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 units 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.

**H. 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 two (2) weeks' notice of intended resignation.
2. Upon changing from benefit-eligible to non-eligible status, provided the nurse has been employed for at least six (6) months at the time of the change.

## **ARTICLE 15 — EXTENDED ILLNESS TIME**

### **A. Extended Illness Time.**

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

### **B. Accrual.**

Benefit-eligible nurses will accrue .0270 EIT hours per paid hour, not to exceed eighty (80) paid hours per two-week pay period (approximately seven (7) days of EIT per year with fifty-six (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 differential 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 or after 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.
  - (b) When a nurse receives outpatient procedures under moderate 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 that is equal to the shorter of three (3) consecutive scheduled work shifts or twenty-four (24) consecutive scheduled hours.
  - (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 that is equal to the shorter of the equivalent of three (3) regularly scheduled work shifts or twenty-four (24) scheduled hours.
  - (e) After qualification for use under subparagraph (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.
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.

**E. Change in Status.**

Upon changing from benefit-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, the nurse's accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to benefit-

eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse's active and inactive accounts will be terminated and will not be subject to cash-out, but such an account will be reinstated if the nurse is rehired within six (6) months of the termination of employment.

## **ARTICLE 16 — FLOATING**

- A. Within thirty (30) days following ratification of this Agreement, each nurse must notify his or her manager, in writing on a form provided by the Hospital, as to the nurse's willingness to be a Float Nurse, as defined below, to float to areas specified by the Hospital. Thereafter, each year in December, any nurse willing to become or remain a Float Nurse shall provide such notice in writing. Any change in status resulting from such notice will be effective for the next calendar year, after receipt of the written notice.

The Hospital has the right to determine the number of Float Nurses it needs in a calendar year. The Hospital shall exercise this right based on a reasonable estimation of floating needs for the calendar year. In the event that the number of nurses providing notification of their willingness to be a Float Nurse exceeds the number of Float Nurses needed by the Hospital, selection will be made on the basis of seniority from among those already cross-trained and then on the basis of seniority among those requesting to be cross-trained.

1. To be a Float Nurse, the following criteria must be met:
  - (a) The nurse must be currently cross-trained or, with the Hospital's agreement, be willing to be cross-trained to independently take a patient care assignment on another unit(s).
  - (b) When the Hospital determines that floating is necessary to a particular unit, and after the training described above, the nurse will float to the unit(s) to which he or she has been cross-trained to independently take a patient care assignment.

- (c) The nurse may be floated to units other than those units for which he or she has been trained, but will not be expected to independently take a patient care assignment on such unit(s).
  - (d) The nurse must float at least five (5) times per quarter, when requested by the Hospital.
  - (e) The Hospital will make good-faith reasonable efforts to notify a nurse at least two hours before the shift that he or she will be floated, when it is known to the Hospital. In any event, the Hospital will inform the nurse as soon as possible.
2. A Float Nurse will not be assigned MDO time for more than one (1) full shift per week, and will not be assigned more than 144 MDO hours (other than voluntary MDO time) in a calendar year in accordance with Article 17.B.1(f). A voluntary MDO shall not count toward either of these limits. A voluntary MDO shall not be granted, however, if the Hospital has determined a need for the Float Nurse to float to another unit.
- B. When a nurse who is not a Float Nurse is requested to float to a unit other than the unit or units where the nurse regularly works, the nurse will be given a primary patient assignment if the nurse is qualified for such assignment. A nurse may always be required to float in a role to assist other nurses.
- C. If a nurse is floated to another unit but required to remain immediately available to return to the nurse's primary unit, the nurse will not be given a primary patient assignment in the unit to which he or she has floated.
- D. If a nurse who is not a Float Nurse believes that he or she is not qualified for a specific assignment with a primary patient load, the nurse should indicate in writing the reasons why and give them at the time of the request to the appropriate manager or designee for the record. If a nurse provides the written statement described in this paragraph, the nurse will not be required to float to a specific assignment with a primary patient load at that time.

## **ARTICLE 17 — STAFF REDUCTION**

A. Staff reductions may occur by mandatory days off (MDOs) or by layoff.

1. An MDO is defined as a staff reduction for all or part of a shift on a unit because of Hospital projections of the staff needed for that unit and shift.
2. A layoff is defined as a staff reduction because of a position elimination or long-term reduction in hours, unit closure or merger, or Hospital projections that the staff reduction in a unit and shift will continue for more than two (2) weeks.
3. A unit for purposes of a staff reduction is defined as Women's Health and Family Maternity Center, Medical/Surgical, Emergency Department ("ED"), Critical Care ("ICU"), Ambulatory Surgery Unit ("ASU"), Post-Anesthesia Care Unit ("PACU"), Surgery ("OR"), North Unit, and such other units as may be added by Hospital or result from a merger of units.

**B. MDO Procedure.**

1. Nurses scheduled to work in the unit and shift where the MDO will occur will have their shift or portion of their shift canceled in the following sequence:
  - (a) Agency registered nurses, other than travelers.
  - (b) Providence Share Care registered nurses.
  - (c) Nurses whose work would be payable at overtime or incentive shift premium rates.
  - (d) On-call nurses.
  - (e) Volunteers, with the earliest request for time off given preference.
  - (f) Remaining nurses in accordance with the unit's rotation system, provided, however, that a Float Nurse who has already been assigned 144 hours in a calendar year will be removed from the MDO rotation on the Float Nurse's

unit for the remainder of the calendar year. If two nurses are equal in the unit's normal rotation, the MDO will be assigned to the less senior nurse.

2. When a nurse is given an MDO, the Hospital may also assign the nurse to standby during the canceled shift hours.
3. If two or more nurses volunteer for an MDO at the same time, the MDO shall be rotated based on who last received an MDO. If the nurses both received an MDO on the same prior day, the MDO will be given to the more senior nurse.
4. The Hospital will attempt to notify nurses by telephone that they will be given an MDO at least two (2) hours before the nurse's shift begins. If the Hospital fails to make this attempt, the nurse will receive four (4) hours of pay unless the Hospital and the nurse agree that the nurse will remain and work. Each nurse must maintain a current phone number with the staffing office. Failure to maintain a current phone number will relieve the Hospital of this notice requirement.
5. If additional hours of work become available on the unit and shift after an MDO is assigned, nurses from the unit and shift on MDO with standby will be called in first, unless already working on another unit. The Hospital will then attempt to call in nurses from the unit and shift on MDO who are not on standby, but such nurses are not required to come to work.
6. If MDO time is needed on a unit and no nurse is able to be MDO'd pursuant to paragraph B.1 above, a Float Nurse will be assigned tasks or projects by the Hospital.

**C. Layoff Procedure.**

1. In the event of a layoff, the nurse with the least seniority among the nurses in the shift and unit where the layoff occurs will be displaced from his or her position. However, a more senior nurse(s) may be displaced out of seniority if he or she is not qualified to perform the work of the unit after the layoff or does not possess

special skills required in the unit that are possessed by a less senior nurse(s). In either situation, the displaced nurse will then have the following options:

- (a) The displaced nurse may take the position of one of the two least senior regularly scheduled nurses in the same unit who (i) holds a position for which he or she is qualified to perform the work; and (ii) is in the same FTE category of full-time or part-time as the displaced nurse; and (iii) is less senior than the originally displaced nurse (the nurse whose position is thus taken will become the displaced nurse for purposes of the following subsections); or
- (b) The displaced nurse may take the position of one of the two least senior regularly scheduled nurses in the bargaining unit who (i) holds a position for which he or she is qualified to perform the work; and (ii) is less senior than the originally displaced nurse (the nurse whose position is thus taken will become the displaced nurse for purposes of this section and the following subsections); or
- (c) The displaced nurse may elect reclassification to on-call status on a non-regularly scheduled basis; or
- (d) The displaced nurse will be laid off from work.

For purposes of paragraph 1(a) and 1(b) herein, "qualified" means that the nurse is able to perform the duties of the position after a normal orientation period.

2. Recall from layoff to available bargaining unit work will be in the order of laid-off nurses' seniority, provided the nurse to be recalled is qualified to perform the work of the recall position. A displaced nurse under any of the subsections in 1 above, 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 seniority. Rights under this paragraph continue for up to twelve (12) months from the date of displacement.

3. The Hospital will give the Union two weeks' notice of involuntary layoffs under paragraph C herein.

#### **ARTICLE 18 — SEVERANCE**

The Hospital will give regular nurses two (2) weeks' notice of the termination of their employment. If less than two (2) weeks' notice is given, then the number of working days within such period for which notice has not been given shall be paid the nurse at his or her regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics or discharged for cause.

#### **ARTICLE 19 — UNIFORMS**

The Hospital will maintain its current practice with regard to uniforms.

#### **ARTICLE 20 — SENIORITY**

- A. Definition.** Seniority is defined as follows: Continuous employment by the Hospital since the nurse's most recent date of hire as a bargaining unit nurse.
  1. A nurse who moves or has previously moved from a position in the bargaining unit into other Hospital employment, without a break in Hospital employment, will not continue to accrue additional seniority while in such position. Upon returning to a position as a bargaining unit nurse, however, the nurse will have his or her seniority accrued under this Agreement or a predecessor agreement restored (which means that the nurse will have his or her seniority date adjusted by the length of time in a position not covered by the seniority definition above).
  2. When two employees have the same seniority, the employee with the greater number of hours worked during the preceding thirteen (13) full pay periods will be deemed to be more senior.

**B. Loss of Seniority.**

1. Seniority will be lost upon termination of employment or layoff in excess of six (6) months.
2. An employee who is rehired by the Hospital within six (6) months of voluntary resignation from the Hospital will not accrue seniority while not employed, but will have his or her previous seniority restored upon rehire (which means that the nurse will have his or her seniority date adjusted by the length of time away from the Hospital).

- C. An employee may use seniority under this Agreement only when employed in a bargaining unit position or when applying for a vacant bargaining unit position.

**ARTICLE 21 — INTRODUCTORY PERIOD AND DISCIPLINE**

- A. A nurse will be in an introductory period for the first 180 calendar days of employment by the Hospital. Neither discipline nor termination of employment of an introductory-period nurse will be subject to the grievance procedure under this Agreement.
- B. Nurses who have completed the introductory period may be disciplined for proper cause. Discipline may include verbal warning, written warning, suspension with or without pay, or termination of employment. These forms of discipline will generally be used progressively, but the Hospital may bypass one or more of these forms of discipline for causes that it deems more serious.
- C. The Hospital will conduct disciplinary sessions in an area away from employees, patients, and the public.

**ARTICLE 22 — JOB VACANCIES**

- A. Vacancies for positions in the bargaining unit will be posted electronically for a period of no less than seven (7) days. Such posting will include the job title, department, shift, and a summary description of the position. The complete job description will be available for

review by nurses in the Human Resources Department. In addition, on a trial basis for the term of this Agreement, the Hospital will print a list of vacant positions at the Hospital on a weekly basis and make such list available for review outside the Human Resources Department.

- B. The qualified senior nurse within a defined nursing unit who applies for the vacancy in the first seven (7) days of posting will be offered the position, provided that such nurse has the required skill and ability to perform the position at the time such position is assumed. If no nurse within the relevant defined nursing unit is qualified for or bids on the position, the Hospital will offer the position to the most senior qualified nurse within the Hospital who applies for the position in the first seven (7) days of posting.
- C. If the Hospital anticipates that the posted vacancy will remain unfilled for more than seven (7) days or if it cannot fill the vacancy temporarily with bargaining unit nurses, it may hire or arrange for the position to be filled temporarily from any source.
- D. A nurse who transfers to a new position will receive an orientation to such position.
- E. When no external or internal qualified candidate for a posted position is found within six (6) months after the date of the posting, the Hospital will, if reasonably feasible, post a training position listing the necessary education and/or experience. For purposes of this section, the determination of reasonable feasibility will include an assessment as to whether there are sufficient resources to provide such training. The Hospital will offer the training position to the senior nurse who applies for the training position, provided that he or she has the necessary prerequisite education and/or experience. This provision does not limit the ability of the Hospital to post training positions at any time.

### **ARTICLE 23 — PERSONNEL FILES**

- A. The personnel file for a nurse will include evaluations, written disciplinary notices, personnel action forms, commendations and awards, and certification or licensure.
- B. A nurse may review his or her personnel records, as defined by ORS 652.750. The nurse will be allowed to bring a Union representative for such review. In addition, upon

request, the nurse will be provided a copy of his or her personnel records in accordance with such statutory provision.

- C. Personnel files will be maintained in a confidential manner with access limited to authorized employees of the Human Resources Department and supervisors, managers, directors, and executives.

#### **ARTICLE 24 — EVALUATIONS**

- A. The Hospital maintains the right to evaluate the job performance of bargaining unit nurses. The parties acknowledge that the evaluation process is not intended to be disciplinary in nature, but that the evaluations are a tool to communicate regarding a nurse's performance and may be used to show such communication has occurred.
- B. The Hospital will conduct performance reviews for each nurse on an annual basis.
- C. Each nurse will be given an opportunity to review his or her performance evaluation. The nurse will be given the opportunity to sign the evaluation to indicate that he or she has received the evaluation. In addition, the nurse will be given a copy of the evaluation.
- D. The nurse may respond, in writing, with relevant comments to the evaluation. Any such comments by the nurse will be placed in the nurse's personnel file.
- E. The manager may request input regarding a nurse's performance from other employees.
- F. The nurse may provide to his or her manager input from up to two (2) other employees regarding the nurse's performance, provided that such input must be received at least fourteen (14) days prior to the scheduled evaluation date.

#### **ARTICLE 25 — ETHICAL PRACTICES**

The Hospital, the Union, and nurses acknowledge the standards for professional practice established by state and federal law. It is the goal of the Hospital that no nurse be required to engage in any practice contrary to federal or state law or regulation, which includes any practice

that is outside the scope of the nurse's professional practice under Oregon law. Therefore, if a nurse has any concerns regarding this provision, the nurse should discuss the issue with his or her immediate supervisor or manager, prior to taking any other action.

#### **ARTICLE 26 — TASK FORCE**

- A. The parties reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and to maintain professional standards, a task force shall be established to examine nursing practice and staffing issues, including health and safety, patient load, patient assignment, and equipment (including training on equipment).
- B. The Union shall appoint three (3) members to the task force, at least two (2) of whom shall be employed by the Hospital. The Hospital shall also appoint three (3) members to the task force, and two (2) of them shall be the Assistant Administrator/Nurse Executive and the Director of Human Resources, or such other persons as may be designated by the Administrator in their place(s).

The Union may invite another member of the bargaining unit to attend a portion of a task force meeting if that nurse is knowledgeable on a topic to be discussed. Not more than one such ad hoc member will attend a meeting at a time, and the Hospital will be informed in advance as to who will attend.

- C. The task force shall set a schedule of regular meetings. It will meet once per month, or as otherwise agreed to between the Hospital and the Union, to accomplish its assignment. It will schedule meetings so as not to conflict with routine duty requirements. Nurse members and one (1) designated nurse alternate shall be paid up to three (3) hours per month for attendance at task force meetings.
- D. When members of the task force reach agreement on a particular subject, the terms of the agreement thereafter will be implemented by the Hospital. Failure of the task force to agree on a matter will not be grievable. Notwithstanding this prior sentence, if an issue has been fully discussed in the task force and has not been resolved, the Union may invite

the Hospital Administrator to attend a meeting to discuss the unresolved issue subject to the following terms:

1. The issue has been fully discussed with the task force members before inviting the Administrator;
2. The Hospital Administrator is informed of the issue, in writing, in advance of the meeting; and
3. Such attendance by the Hospital Administrator will occur not more than 2 times per calendar year.

E. The task force will designate co-chairs to prepare an agenda five (5) days before each meeting. Minutes for each meeting will be prepared and furnished to members of the task force within seven (7) days. Each co-chair will alternate months to chair the meeting. The minutes and information furnished by the Hospital to the Union and its task force members in connection with the functioning of the task force are to be deemed confidential, and may be disclosed to other persons only by mutual agreement of the Hospital and the Union.

#### **ARTICLE 27 — EQUIPMENT**

A. The Hospital will make good-faith reasonable efforts to provide training regarding new equipment to be used by a nurse in his or her professional practice. Such training will be competency-based, when necessary for the new equipment. If a nurse does not believe that he or she has received training on a piece of equipment, the nurse should immediately inform his or her manager or Assistant Nurse Manager, who will assist or obtain assistance for the nurse in learning the technique for utilizing such equipment. If the nurse informs his or her manager or assistant nurse manager that the nurse has not received training on a new piece of equipment, the nurse will not be required to use such piece of equipment until after the nurse has been provided assistance in learning the technique for utilizing such equipment. A nurse will be paid for time spent in such training.

- B. At least one bargaining unit nurse, who is selected by the Union from among volunteers, will be included in the Hospital's Product Review and Analysis Committee. The purpose of this Committee is to provide a formal mechanism for soliciting clinical input, and identification and evaluation of medical/surgical products, with the intention of standardization and improved quality of patient care.
- C. The Hospital will make good-faith reasonable efforts to solicit input from nurses when the Hospital is considering a major change in medical equipment used by nurses in their professional practice. If medical equipment is used by a particular specialty, the Hospital will make good-faith reasonable efforts to solicit such input from nurses within such specialty. The Task Force will develop a process for the input to be obtained from nurses and for that input to be shared with the Task Force.
- D. Nurses who have suggestions or concerns regarding medical equipment used by nurses in the scope of their professional practice should forward concerns, in writing to the nurse's manager or to the Hospital's Product Review and Analysis Committee. The nurse may also raise the issue with the Professional Nursing Care Committee for discussion.

#### **ARTICLE 28 — HEALTH AND SAFETY**

- A. At least two (2) bargaining unit nurses, selected by the bargaining unit president from among volunteers, will be included in the Hospital's Campus Safety Committee. The purpose of the Safety Committee will include those duties outlined in ORS Chapter 656.
- B. The bargaining unit nurses will be paid for time spent in the Campus Safety Committee meetings and for up to one hour to perform Committee-related duties. The Hospital and the nurses will work together to enable the nurses to attend the Campus Safety Committee meetings as much as reasonably feasible.
- C. The Campus Safety Committee will be provided the summary and statistics regarding safety issues that are provided in the Quarterly Employee Health Report.
- D. The Hospital will comply with its obligations under Oregon and federal laws and regulations regarding health and safety, which includes the right of a nurse to report a

concern regarding employee or patient safety, without fear of reprisal. These laws shall be enforced in accordance with applicable federal and Oregon law.

- E. Nothing in this Article is intended to mean that the Union has assumed the Hospital's obligations under applicable workplace safety laws.

## **ARTICLE 29 — LEAVES OF ABSENCE**

### **A. Personal Leave.**

1. Full-time and part-time nurses employed by the Hospital for at least six (6) months of continuous service may be eligible for personal leave under the following procedures:
  - (a) The nurse must submit to his or her manager a written request for personal leave of absence, at least thirty (30) days prior to the start date, whenever possible.
  - (b) The manager may approve the request for up to a six-month leave, including requested extensions, if the nurse has a record of satisfactory performance and replacement staff are available.
  - (c) A personal leave will be unpaid, except that accrued PTO must be used from the beginning of the leave.
2. Reinstatement: Upon returning to work from a personal leave of up to three (3) months, the nurse will be reinstated in his or her former assignment. Upon returning to work from a personal leave of three (3) months or more, the nurse will be reinstated in his or her former assignment, if vacant; or to a position in his or her former unit if the former assignment is not vacant.
3. A nurse will not be reinstated after going on a personal leave if the nurse worked for another health care provider during the leave, unless the nurse has received the Hospital's prior written approval.

**B. Family and Medical Leave.**

Nurses covered by this Agreement are eligible for parental, medical, family medical and pregnancy leaves in accordance with the Hospital's leave of absence policy, which is designed to comply with the federal Family and Medical Leave Act and the Oregon Family Leave Act. Family medical leave may be taken under the policy:

- (1) To care for a newborn or newly adopted child, or upon placement of a child for adoption or foster care (also referred to as a parental leave);
- (2) To recover from or seek treatment for a serious health condition of the employee;
- (3) To care for a family member with a serious health condition; or
- (4) To care for a child suffering from an illness or injury that requires home care.

Eligible employees generally are entitled to a maximum of twelve (12) weeks of family medical leave within a rolling 12-month period. Employees eligible for federal family medical leave must have been employed by the Hospital for at least twelve (12) months, and worked at least 1,250 hours (including overtime hours) in the 12 months immediately preceding the leave. Employees eligible for state family medical leave must have been employed by the Hospital for at least 180 days, and worked an average of 25 hours per week during the 180 days immediately preceding the leave..

Employees are further entitled during such period to a maximum of twelve (12) weeks of leave for a pregnancy related disability. Employees who take the full 12 weeks of parental leave are entitled to an additional 12 weeks of leave to care for a sick child.

Leaves of absence under this section will be unpaid only after the nurse has exhausted all of the nurse's accrued but unused PTO and EIT.

**C. Military Leave.**

Military leave will be granted in accordance with applicable federal and Oregon law.

**D. Jury Duty.**

1. A nurse summoned to jury duty will be permitted the necessary time off from scheduled work to perform such service. The nurse must furnish his or her supervisor with a written statement from the court as soon as it is received, as proof of jury duty, to be eligible for jury duty leave.
2. Nurses who are required to report for jury duty will be excused from scheduled work on such days. The nurse will be paid his or her regular straight-time rate of pay plus differentials for any scheduled hours of work missed while performing jury duty service, for up to four (4) weeks of absence from scheduled work in a calendar year. Any jury duty fees received from the court will be retained by the nurse.
3. When a nurse actually serves on jury duty for five or more days, the nurse will be released from regularly scheduled weekends and will not be required to make up weekend work missed while on such jury duty. Such nurse will not be paid for hours missed on such weekend nor will he or she be required to take PTO for such weekend.
4. The nurse is expected to report to work on any scheduled work days that he or she is not selected for jury service or if the service ends in time to permit at least four (4) hours of work in the balance of the employee's work schedule, unless the nurse and the supervisor agree that the nurse will be excused from scheduled evening, night, or weekend work while the nurse is on jury duty.

**E. Witness Service.**

1. A nurse subpoenaed as a witness in a legal proceeding will be permitted the necessary time off from scheduled work to perform such service. The nurse must furnish his or her supervisor with a copy of the subpoena or a signed statement from the attorney issuing the subpoena, as soon as it is received, to be eligible for witness service leave.

2. The nurse will be paid his or her regular straight-time rate of pay plus differentials for any scheduled hours of work missed while performing witness service, for up to four (4) weeks of absence from scheduled work in a calendar year, except that the nurse will not receive this pay if he or she is a plaintiff or defendant and the proceeding is not related to the nurse's work, the nurse is a claimant or part of a class of claimants against the Hospital or any Providence Health System entity, or the nurse is testifying for a fee as an expert witness. Any witness fees received in connection with the subpoena will be retained by the employee.
3. The nurse is expected to report to work on any scheduled work days that he or she is not scheduled to testify or if the testimony ends in time to permit at least four (4) hours of work in the balance of the employee's work schedule, unless the nurse and the supervisor agree that the nurse will be excused from scheduled evening, night, or weekend work while the nurse is under subpoena.

**F. Bereavement Leave.**

1. A regular nurse will be granted up to three (3) scheduled work days off as bereavement leave for the death of an immediate family member, provided that the leave is taken within a reasonable time of the family member's death. Requests for bereavement leave must be taken as soon as possible before the leave is taken.
2. The nurse will receive pay for up to three (3) days of the bereavement leave. Paid hours of bereavement leave will be at the nurse's straight-time rate of pay for the scheduled hours of work missed while on bereavement leave.
3. Immediate family members for this purpose include the nurse's spouse, parent, child, sibling, grandparent, or grandchild; the nurse's spouse's parent, child, or sibling; the nurse's child's spouse; or other person whose association with the nurse was, at the time of death, equivalent to any of the preceding relationships.

### **ARTICLE 30 — UNION MEMBERSHIP**

- A. Nurses have the right to join or financially support the Union, or to refrain from doing so. Membership in or financial support of the Union will not be a condition of employment.
- B. The Hospital will deduct the amount of Union dues, as specified in writing by the Union, from the wages of all nurses covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Hospital. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by the Union received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Hospital to the Union monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made. The Union will indemnify and hold the Hospital harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by the Hospital in connection with, this section.

### **ARTICLE 31 — BULLETIN BOARDS**

The Hospital will provide posting space for the Union of approximately 2' x 3', which will be the exclusive places for posting of Union-related notices. Such postings will be limited to (1) notices stating the date, time, and place of Union meetings for bargaining unit members, with a limited description of the topic, and (2) notices that relate to contract administration. The bulletin board space shall be provided in the staff lounge in Intensive Care Unit/Medical Surgical Unit, Emergency Department, Surgical Services, and Women's Health. A copy of any notice to be posted shall be furnished to the Hospital's Human Resources Department before posting.

### **ARTICLE 32 — INFORMATION PROVIDED TO THE UNION**

The Hospital will provide to the Union on a monthly basis a list of nurses in the bargaining unit, including the following information: nurse's name, address, phone number, department, seniority date, FTE status, regular shift, date of termination (if applicable), and beginning date of leave (if applicable).

### **ARTICLE 33 — STEWARDS AND ORIENTATION**

- A. The Union will provide the Hospital with a written list of the names of the nurse(s) designated as the Union representative(s) (stewards).
- B. The Union will provide copies of this Agreement to members of the bargaining unit.
- C. The Hospital will provide thirty (30) minutes during new hire nursing orientation for a bargaining unit nurse designated by the Union to discuss contract negotiation and administration matters with newly hired nurses. The Hospital will notify the Union or its designee of the date and time for this purpose. A newly hired nurse will be paid for the 30-minute period. If the nurse designated by the Union has been released from otherwise scheduled work during this period, the nurse's time for this purpose will be paid.

### **ARTICLE 34 — UNION ACCESS**

Duly authorized representatives of the Union shall be permitted at reasonable times to enter the facilities operated by the Hospital for purposes of transacting Union business for this bargaining unit and observing conditions under which nurses are employed. Before entering the premises, any Union representative shall provide to the Director of Human Resources or his or her designee advance written notice during regular business hours (generally 8-4:30 Monday through Friday) of any such visit to the Hospital. Such notice will include the date and time of such visit, along with the unit or units to be visited. Transaction of any business shall be conducted in an appropriate location subject to general Hospital rules applicable to non-employees, shall not interfere with the work of any employees or with patient-care needs, and shall be directly related to contract negotiation and administration matters.

### **ARTICLE 35 — UNION REPRESENTATIVES**

- A. The Hospital will make good faith reasonable efforts to grant a nurse's request for prescheduled leave for the nurse to attend programs of the Union and to attend negotiation sessions scheduled with the Hospital.

- B. When a request is granted pursuant to paragraph A above, the nurse will comply with the Hospital's policy regarding utilization of PTO. If the nurse does not want to utilize PTO, the Hospital will make good faith reasonable efforts to arrange the nurse's regular FTE around the requested time off.

**ARTICLE 36 — GRIEVANCE PROCEDURE**

- A. A grievance is defined as any dispute by a nurse over the Hospital's interpretation and application of the provisions of this Agreement.
  - 1. During a nurse's introductory period, the nurse may present grievances under this Article to the same extent as a post-introductory period nurse, except that discipline and continued employment of an introductory period nurse will be determined exclusively by the Hospital and will not be subject to this Article.
- B. A nurse who believes that the Hospital has violated provisions of this Agreement is expected to discuss the matter with the nurse's immediate supervisor before undertaking the following grievance steps.
- C. A grievance will be presented exclusively in accordance with the following procedure:
  - 1. Step 1 -- If a nurse has a grievance, he or she may submit it in writing to the nurse's Nurse Manager within fifteen (15) calendar days after the date when the nurse had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten (10) calendar 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 may present a grievance, unless any nurse who is an officer or steward of the bargaining unit presents a group grievance where the occurrence actually involved at least four (4) nurses. The written grievance will describe the alleged violation of this Agreement and the date of the alleged violation, identify the Agreement provision alleged to have been violated, and set forth the nurse's proposed resolution of the grievance. The Nurse Manager will review the grievance and

transmit a written reply within ten (10) calendar days of receiving the written grievance.

2. Step 2 -- If the grievance is not resolved, the nurse may submit the grievance in writing to the Hospital's Nurse Executive within ten (10) calendar days after the date the nurse received the Nurse Manager's Step 1 reply (but not later than twenty (20) calendar days after the nurse submitted the grievance at Step 1, if the nurse has not received the Step 1 reply). The Nurse Executive, or his or her designee, will review the grievance and offer to meet with the grieving nurse and a Union representative. Within ten (10) calendar days after a meeting between such Hospital representative, the grievant, and the grievant's Union representative, the Nurse Executive, or designee, will transmit a written decision to the grievant and the Union.
3. Step 3 -- If the grievance is not resolved to the nurse's satisfaction at Step 2, the nurse may present the grievance in writing to the Hospital's Administrator within ten (10) calendar days after receipt of the reply in Step 2 or, if that reply has not been received by then, within ten (10) calendar days after the expiration of time provided in Step 2 for the reply. The Administrator will review the grievance and do one of the following:
  - (a) Transmit a written answer within ten (10) calendar days of receiving the submission; or
  - (b) Meet with the grievant, grievant's representative, and the Nurse Executive to discuss the grievance. If the Hospital Administrator chooses to convene such a meeting, the Hospital Administrator shall transmit a written response to the grievant and the Union within ten (10) calendar days of the meeting.
4. Step 4 -- If the grievance is not resolved on the basis of the foregoing procedure, the Union may submit the grievance to arbitration by notifying the Hospital's Director of Human Resources in writing within ten (10) days from receipt of the

Administrator's response, or if the written response is not received within that time period, within twenty (20) days after proper presentation of the grievance to Step 3. The following procedure will be followed for any grievance proceeding to arbitration:

- (a) In the event the parties are unable to agree on the arbitrator within seven (7) days from the date the grievance is tendered at Step 4, the arbitrator shall be chosen from a list of seven (7) names from Metropolitan Portland furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by the flip of a coin, and the last name remaining shall be the arbitrator for the grievance.
- (b) The arbitrator will render a decision within thirty (30) days from the close of the hearing.
- (c) The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.
- (d) Expenses and compensation of the arbitrator will be divided equally between the Hospital and the Union.

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

### **ARTICLE 37 — NO STRIKE/NO LOCKOUT**

In view of the importance of the operation of the Hospital's facilities to the community, the Hospital and the Union agree that during the term of this Agreement, (1) the Hospital will not engage in any lockout, and (2) neither the Union nor nurses will engage in any strike, sympathy strike, walkout, slowdown, other actual or attempted interruptions of work, picketing of the Hospital, or interference with the orderly operation of the Hospital by either the nurses or the

Union. This provision does not prohibit a nurse from engaging in other, lawful expressions of speech on the nurse's own time, provided that such activity does not interfere with any employee's assigned work or otherwise violate the provisions herein.

#### **ARTICLE 38 — SEPARABILITY**

- A. The parties believe that this Agreement complies with applicable state and federal laws.
- B. This Agreement will be subject to all applicable local, state, and federal laws, present and future, including their pertinent rules and regulations. Should any provision or provisions of this Agreement be mutually determined by the parties or by a court of competent jurisdiction to be unlawful, such determination will not invalidate the remainder of this Agreement.
- C. All other provisions of this Agreement will remain in full force and effect for the life of this Agreement.
- D. In the event of such a determination, the parties will attempt to reach a mutually satisfactory replacement for the provision(s) determined to be unlawful.

#### **ARTICLE 39 — SUCCESSORS**

- A. In the event that the Hospital shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization that in whole or in part affects the existing collective bargaining unit in connection with the operation of a successor acute care facility on the Hospital's premises, then such successor organization shall be bound by each and every provision of this Agreement with respect to the bargaining unit.
- B. After the Hospital notifies the successor organization in writing of the above provision before entering into such agreement, the Hospital shall have no further obligations hereunder from date of takeover.

- C. The Hospital will also notify the Union of such action outlined in paragraph A, as soon as practical, provided, however, that such notification or lack of notification will not affect the provisions of paragraph B.

**ARTICLE 40 — PROFESSIONAL NURSING CARE COMMITTEE**

- A. The Union shall appoint up to six (6) members of the bargaining unit to constitute the Professional Nursing Care Committee. There may be one (1) member from each of the following units: Women’s Health and Family Maternity Center, Surgical Services, Emergency Department, Critical Care, and Medical/Surgical.
- B. The Committee shall meet not more than once per month at times that do not conflict with routine duty assignments. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse’s regular straight-time rate for the purpose of attending Committee meetings.
- C. The Committee shall consider matters related to the implementation of Article 13 (including distribution of educational funds), and which are not proper subjects to be processed through the grievance procedure.
- D. The Committee shall prepare an agenda and keep minutes of all of its meetings, copies of which shall be provided to the Assistant Administrator/Nurse Executive within seven (7) days of the meeting.
- E. The Committee may from time to time invite the Assistant Administrator/Nurse Executive or her/his designee to its meeting at mutually agreeable times for the purpose of exchanging information or to provide the Assistant Administrator/ Nurse Executive with recommendations on pertinent subjects.

**ARTICLE 41 — DURATION AND TERMINATION**

This Agreement will be effective as of the date of the ratification by the nurses, except as specifically provided otherwise, and will remain in full force and effect until February 28, 2010,

and from year to year thereafter unless either party serves written notice on the other to modify, amend, or terminate this Agreement, at least ninety (90) days before February 28, 2010, or any subsequent anniversary thereof.

IN WITNESS WHEREOF, the Hospital and the Union have executed this Agreement as of this \_\_\_\_\_ day of April, 2008.

**OREGON FEDERATION OF NURSES  
AND HEALTH PROFESSIONALS**

**PROVIDENCE MILWAUKIE HOSPITAL**

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**APPENDIX A — CERTIFICATIONS**

<b><u>Unit</u></b>	<b><u>Certification</u></b>
<b>Women's Health and Family Maternity Center</b>	Association of Women's Health, Obstetrics, and Neonatal Nursing (RNC) International Board Certification for Lactation Consultant (IBCLC) American Nurses Credentialing Center (Pain)
<b>Medical/Surgical</b>	American Nurses Credentialing Center (Med/Surg RNC) American Nurses Credentialing Center (Gerontological Nursing RNC) Certified Med/Surg Registered Nurse (CMS RN) American Nurses Credentialing Center (Pain)
<b>Emergency Department</b>	Emergency Nurses Association, Certified Emergency Nurse (CEN) American Nurses Credentialing Center (Gerontological Nursing RNC) American Nurses Credentialing Center (Pain) Sexual Assault Nurse Examiner (OSBN)
<b>Critical Care</b>	American Association Critical Care Nurses, Critical Care Registered Nurse (CCRN) American Nurses Credentialing Center (Gerontological Nursing RNC) American Nurses Credentialing Center (Pain)
<b>Surgical Services (Ambulatory Surgery Unit, Endoscopy, Post-Anesthesia Care Unit, Surgery)</b>	American Society of Post Anesthesia Nurses, Certified Ambulatory Peri-Anesthesia Nurse (CAPA) American Society of Post Anesthesia Nurses, Certif. Post Anesthesia Nurse (CPAN) Association Operating Room Nurses, Certified Nurse, Operating Room (CNOR) American Nurses Credentialing Center (Gerontological Nursing RNC) Certification of Gastroenterology Registered Nurse (CGRN) American Nurses Credentialing Center (Pain)

## **APPENDIX B — OPERATING ROOM STANDBY AND CALL-BACK**

The following standby and on-call policies shall apply to all nurses in surgery (other than those on-call nurses currently employed without such standby obligations):

1. Regular and introductory nurses will be assigned a maximum of one (1) standby shift per week and one (1) weekend standby shift per month. Nurses will not be floated to another department during such standby or call-back shifts, except on an emergency basis or to serve as a member of the surgical team for a C-section. Nurses may volunteer for additional standby shifts. On-call nurses will be assigned a maximum of one (1) standby shift per two (2) month period and one weekend standby shift per two (2) month period.
2. Standby shifts will be:  
  
Weekdays: Monday through Friday, from 3:00 p.m. to 7:00 a.m. the next day.  
  
Weekends: from Saturday at 7:00 a.m. to Monday at 7:00 a.m.
3. The following provisions will apply to weekday standby shifts:
  - (a) Nurses will be paid for eight (8) hours of straight time, plus applicable shift differential pursuant to Article 8.B, regardless of whether the nurse actually works during the standby shift.
  - (b) Nurses will be paid for eight (8) hours at the standby rate set forth in Article 9.A.
  - (c) Nurses will not be scheduled for the day shift immediately preceding or immediately following a weekday standby shift.
  - (d) Nurses who are called in from standby between the hours of 11:00 p.m. and 7:00 a.m. will be paid one and one-half (1-1/2) times the nurses' regular hourly rate for the hours that the nurse actually works during such period subject to the minimum hour call-back provisions in Article 9.D.

- (e) The nurses will be assigned weekday standby shifts according to seniority.
  - (f) If there are nurse(s) who have been placed on MDO by the Hospital and who, but for the MDO, would have been working between 3:30 p.m. and 5:30 p.m., and the Hospital needs to call in OR nurses between 3:30 and 5:30 p.m., the Hospital will offer the opportunity to work first to those nurses on MDO. If those nurses do not want the opportunity to work or cannot be reached in a timely manner, the nurses on standby will be called in.
4. The following provisions will apply to weekend standby shifts:
- (a) Nurses will be paid at the standby rate set forth in Article 9.A for all hours on weekend standby.
  - (b) Nurses who are called in from standby on the weekend will be paid one and one-half (1-1/2) times the nurses' regular hourly rate for the hours that the nurse actually works during such period subject to the minimum hour call-back provisions in Article 9.D.
  - (c) When nurses working on the weekend can reasonably predict that their workload could cause them to work more than twelve (12) hours, the nurses will alert the appropriate supervisor who will attempt to find volunteers to provide respite after 12 hours.
  - (d) If a nurse is called in and works on a Sunday night and is unable to receive a six (6) hour break before his or her normally scheduled Monday shift, the nurse will be placed on MDO from the beginning of the nurse's regular Monday shift until he or she receives a six (6) hour break, provided, however, that the maximum number of MDO hours in combination with the hours worked that day shall not exceed the length of the nurse's prescheduled shift. The nurse will then report for work on Monday after he or she receives a six (6) hour break and work for the duration of the nurse's regular shift (and longer if agreeable to the nurse and the Hospital).

If there are not four (4) hours left in the nurse's regular shift at the time the nurse reports to work, the nurse will be given the opportunity to work a minimum of four (4) hours.

5. When the Hospital determines that there is a long-term critical staffing shortage for OR nurses caused by vacant positions, the Hospital may implement the call-back incentive program previously entitled "Critical Skills Shortage Contingency Plan." In addition, the "Critical Skills Shortage Contingency Plan" will be implemented if there are two (2) or more vacant positions in the OR for a period of more than two (2) months.