

## ARTICLE 2 - DEFINITIONS

### A. **Definitions:**

1. **Nurse** - Registered nurse currently licensed to practice professional nursing in Oregon, Washington, or in such other states or jurisdictions which the Service Center, in its sole discretion, deems appropriate for business needs.
2. **Staff Nurse** - Responsible for the assessment, triage and advice of/for a patient or patients.
3. **Charge Nurse** – A nurse who assists the nurse manager/Supervisor in the workings of the Unit.
4. **Relief Charge Nurse** - A nurse who is temporarily assigned the duties of a Charge Nurse when a Charge Nurse is absent for any reason.
5. **Regular Nurse** - A part-time or full-time nurse who has successfully completed his or her six-month probationary period.
6. **Part-time Nurse** - Any nurse who is regularly scheduled to work a certain shift for forty eight (48) or more hours per pay period but less than seventy two (72) hours per two week pay period.
7. **Full-time Nurse** - Any nurse who is regularly scheduled to work a certain at least seventy two (72) hours per two week pay period.
8. **On-call Nurse**- Any nurse (a) who is scheduled to work fewer than forty eight (48) hours per two week period (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 six (6) 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 Service Center in advance of the preparation of the work schedule;
  - (2) The six (6) available shifts must include any four (4) of the following: weekend, evening, night, holiday, and/or standby or on-call shifts.
  - (3) At least two (2) of the assigned shifts in a calendar year will be on a holiday, including one winter holiday (New Year's Day, Thanksgiving Day, or Christmas

Day) and one summer holiday (Memorial Day, Fourth of July, or Labor Day), each calendar year **on the same rotation system in place for regular part-time or full-time nurses**; and

- (4) The nurse must meet the patient care unit's education quality assurance requirements for the year.
- (5) Notwithstanding the foregoing, On-call Nurses hired before February 1, 2008 must be available for at least four (4) shifts during each 28-day or monthly schedule period; such shifts must include any two (2) of the following: weekend, evening, night, holiday and or standby or on-call shifts; and at least two of the assigned shifts each calendar year will include one winter and one summer holiday.

**(6) On-call Nurses may opt out of the mandatory Critical Need Night Shift rotation annually, on an individual basis, by notifying the manager via email or in writing. On-call Nurses who have opted out of the rotation shall be exempt from earning the Critical Need Nights Shift differential.**

9. An On-call nurse who has averaged twenty four (24) or more hours of work per pay period during the preceding 24 weeks may apply in writing for reclassification, except that an intermittently employed nurse employed on a 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 shift) during the preceding 24 weeks. A nurse who is reclassified under this paragraph will not be eligible to return to on-call status for one (1) year from the date of reclassification.

ARTICLE 5 - PAID TIME OFF

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. Nurses will participate in the same PTO program as the majority of the Service Center’s nonrepresented employees, according to its terms, except as specifically stated in this article.

B. **Accrual:** Regular nurses will accrue PTO according to the following table:

Length of Service	Rate of Accrual/Paid Hour	Approximate PTO Earned Each Year for Full-Time Employees (days = 8 hours)	Maximum Accruals (days = 8 hours)
First 5 years	0.088462	184 hours or 23 days	276 hours or 34.5 days
After 5 years	0.107693	224 hours or 28 days	336 hours or 42 days
After 10 years	0.126924	264 hours or 33 days	396 hours or 49.5 days

C. **Definition of a Paid Hour:** For purposes of PTO accrual, A paid hour under B above will include only (1) hours directly compensated by the ProvRN and (2) hours not worked on one of a nurse’s scheduled working days in accordance with Article \_\_\_ Low Call Volume of this Agreement; 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 regular nurse.

D. **Pay:** PTO pay will be at the nurse’s straight-time hourly rate of pay, including regularly scheduled shift and charge 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**

1. Only one nurse may be pre-scheduled off on PTO at one time on any given shift.
2. Prior to the **start of the** PTO scheduling process ~~beginning in January~~, a seniority list will be posted. The seniority list will be divided in half: the top tier will consist of the one half of the nurses with the most seniority; the second tier will consist of the other half

of the nurses with the least seniority. If the list does not contain an even number the additional staff member will be placed on the least seniority tier list.

3. ~~PTO preference scheduling will occur during the month of January of each year. PTO requests during January can be made for the time period of May 1 of the current year to April 30 of the next year.~~

**3. The following schedule applies to requests for prescheduled PTO:**

<b><u>For time off during this period (“PTO Scheduling Period”):</u></b>	<b><u>Requests must be submitted between:</u></b>	<b><u>Written decision will be provided by:</u></b>
<b><u>January 1st and March 31st</u></b>	<b><u>October 1st and October 31st</u></b>	<b><u>November 15th</u></b>
<b><u>April 1st and June 30th</u></b>	<b><u>January 1st and January 31st</u></b>	<b><u>February 15th</u></b>
<b><u>July 1st and September 30th</u></b>	<b><u>April 1st and April 30th</u></b>	<b><u>May 15th</u></b>
<b><u>October 1st and December 31st</u></b>	<b><u>July 1st and July 31st</u></b>	<b><u>August 15th</u></b>

4. So that every other year different nurses will have a chance at a desirable vacation schedule the following process will occur.

- For the first year, the top tier (nurses with the most seniority) will have scheduling preference for PTO requests from May 1 to April 30 during the first two weeks of January.
- The bottom tier will have preference for this same time frame during the last 2 weeks of January.
- In subsequent years seniority tiers will be alternated every other year for PTO scheduling preference based on the first 2 weeks in January and the last 2 weeks in January.
- If due to movement on the seniority list a nurse would have two years in a row where he or she would not be able to sign up first for PTO that nurse’s placement on the tier will be adjusted to insure that he or she is able to schedule first for PTO every other year.

5. If the same PTO time frame is requested off by 2 individuals in the same tier seniority will be used to determine who gets the time off.
6. PTO requests during the Christmas or winter holiday season December 20 through January 2 will be limited to 6 consecutive days.
7. For PTO requests submitted after January **the above request periods**, preference will be given in order of request. All requests will be approved or denied within 4 weeks of the date the request is submitted. **The Service Center will make requests for prescheduled PTO submitted during these periods public and visible before the requests are approved.**
8. Once PTO has been approved, the Service Center will not require a nurse to replace himself or herself on the schedule. Once a PTO request has been approved, it can only be changed by mutual agreement between the Service Center and the nurse. Nurses are generally expected to have enough accrued PTO available at the point the PTO is to be used, unless the nurse has accrued less PTO than expected due to the nurse's own illness, the death or illness of an immediate family member or mandatory low call volumes. PTO requests shall not be converted to requests for unpaid time off absent the Service Center's approval.

F. Use:

1. Accrued PTO may first be used in the pay period following completion of six (6) months of employment except with respect to use on observed holidays and in the case of mandatory low census (if requested by the nurse) in accordance with Article 20, Low Call Volume.
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 due to: (a) Low Call Volume; (b) leaves of absence if he or she has less than 40 hours of PTO in his or her bank; (c) time following educational seminars when their usual shift's length is greater than the time spent at the seminar, (i.e., an 8 hour class but the nurse normally works 12 hours), although the nurse is expected to make him or herself 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

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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 ProvRN compensation in connection with a family death, jury duty, witness appearance, or EIT.

**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 two weeks' notice of intended resignation.

2. Upon changing from regular to per-diem employment, provided the nurse has been employed for at least six (6) months at the time of the change.

## ARTICLE 6 - HOLIDAYS

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

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. 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.

B. **Holiday Scheduling.** In order to ensure adequate staffing on holidays, as well as to ensure that holiday schedules are rotated fairly between all full-time and part-time nurses, the parties agree to the following system:

1. Each time a full-time or part-time nurse works on an observed holiday, **or Easter, or the week between Christmas and New Year's Day,** and any **Monday day** where the holiday is being observed (either on an assigned shift or as a volunteer), the nurse will earn one "holiday point." A nurse who works on Christmas Day will receive two "holiday points." Holiday points will be maintained for a rolling 24 month period.
2. In determining which full-time or part-time nurses will work on an observed holiday, the Service Center will first schedule any nurses regularly scheduled to work the holiday that have not requested the holiday off and those nurses who volunteer to work the holiday.
3. Due to the increased need for staff on holidays, if not enough nurses are scheduled and/or have volunteered to cover the increased need for holiday shifts, the Service Center will then fill out each holiday shift with those nurses assigned to the shift that have accumulated the least number of "holiday points" in the previous rolling 24-month period. If there is a tie in "holiday points," the nurse(s) with least number of "holiday points" that had the holiday off the previous year will be assigned to the shift. If the tied nurses all had the holiday off the previous year, the least senior nurse(s) will be assigned to the shift.

For determining who will get the holiday off from work, the nurse(s) with the highest number of "holiday points" who requested the holiday off will get the holiday off from work. If there is a tie in "holiday points," the nurse(s) with the highest number of holiday points that worked the holiday the previous year will get the holiday off from work. If the tied nurses all worked the holiday the previous year, the most senior nurse(s) will get the holiday off from work.

ARTICLE 10 – SCHEDULING, SHIFTS, WORKING REMOTELY, CRITICAL NEED  
NIGHT SHIFT SCHEDULING

A. Work schedules shall be prepared for 28-day or monthly periods and will be posted at least four (4) weeks prior to the beginning of the scheduled period.

1. After the schedule is posted, a nurse will not be required by the Service Center to work an unscheduled shift or change his or her schedule without his or her consent.

2. After the schedule is posted nurses will be permitted to trade assigned shifts, provided coverage is maintained, the trade does not create overtime or other premium pay and the trade is made known to the Charge Nurse or Manager.

B. **Shifts and Schedules.**

1. **Shifts.** Jobs will be posted, and nurses will be hired, for a particular shift: either days, evenings, nights, or a variable shift position (a mixture of days, evenings and/or nights). Except for the purpose of participation in an orientation or educational program, or for a Critical Need Night Shift, nurses will not be required to work a different shift than the one for which they were hired. A nurse may agree to be regularly scheduled to work different shifts or agree to be scheduled for other shifts not normally worked. Upon completion of the nurse's orientation or education program the nurse will be reinstated in the nurse's former regular shift.

2. **Schedules.** Nurses are not hired for a particular schedule (meaning days of the week worked). While nurses' schedules are not guaranteed, the Service Center shall make reasonable, good faith efforts to schedule nurses with predictable and regular patterns with regard to the days of the week to be worked. Nurse schedules will be developed by the Staffing Committee according to the provisions of Article 14 (Meetings and Committees).

C. **Working remotely.** Nurses will be permitted to work from home, subject to approval by their manager (not to be withheld for an arbitrary or capricious reason) and the availability of remote access software licenses, under the following conditions and arrangements:

1. The nurse will have at least one year of service as a ProvRN Service Center nurse; keep current with his or her quality assurance obligations; not be working or assigned to the charge or relief charge nurse role for the shift that is scheduled or desired to be worked remotely; and not have within the last six (6) months (twelve (12) months in the event of discipline of a written warning or greater) as defined in Article 12 (Employment



Status). The Service Center may, within its discretion, reduce the period of time for which a nurse may not work remotely due to discipline.

2. The nurse has space available in his or her home that complies with the Professional Home Office Criteria in the Service Center's Working Remotely policy and the Service Center's policies with regard to the Health Insurance Portability and Accountability Act. .

3. The nurse has a working personal computer that is compatible with the Service Center's computer system and which complies with the Professional Home Office Technology Criteria in the Service Center's Working Remotely policy and the Service Center's policies with regard to the Health Insurance Portability and Accountability Act.

4. Upon meeting the criteria of this Section (C), a nurse may be permitted to work remotely for any scheduled or extra shift (**including shorter shifts posted to meet high call volume periods less than eight (8) hours**), provided that at any given time, no more than ~~one-half~~ **75%** of all regularly scheduled shifts are worked remotely; however, the Service Center may from time to time, in its discretion, allow more than ~~one-half~~ **75%** of the regularly scheduled shifts to be worked remotely. Where more nurses wish to work remotely than would be allowed, preference will be given to the nurse or nurses who are working additional shifts, extra shifts and/or shifts other than regularly scheduled shifts. Any remaining remote shifts will be assigned on a first-come, first-served basis.

**5. On-call nurses who have met their shift requirements as outlined in Article 2 (Definitions) may be permitted to work remotely for any unscheduled or extra shift.**

6. If a nurse's computer stops running or is unable to log into the Service Center's remote access system, he or she will be expected to complete his or her shift at the Service Center's actual work location.

D. 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 be paid an amount equivalent one-half the scheduled hours of the shift canceled times the straight-time hourly rate plus applicable shift differential; however.

The provisions of this section shall not apply if the Service Center 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 the Service Center of the nurse's current address and telephone number. Failure to do so shall preclude the Service Center from the notification requirements and the payment of the above minimum guarantee.

The provisions of this section may be waived by mutual agreement of the Service Center and the nurse.

**F. Critical Need Night Shift.**

1. A Critical Need Night Shift is a night shift of at least four (4) hours in duration that the Service Center has determined must be covered.

2. When seeking to cover a Critical Need Night Shift, the Service Center will first seek volunteers on a first-come, first-served basis for that specific shift, and offer Critical Need Night Shift incentive pay in accordance with Appendix A. If no volunteers are forthcoming, the nurse with the least seniority who has not already volunteered to cover a Critical Need Night Shift will be required to substitute a Critical Need Night Shift for one of his or her other regularly scheduled shifts ~~and will not be paid the Critical Need Night Shift differential.~~ A nurse who has volunteered will not have to take another turn covering a Critical Need Night Shift until every other nurse in the Service Center in reverse seniority has ~~either been required to cover a~~ **covered a** Critical Need Night Shift ~~or has already volunteered.~~

A nurse will be paid a differential of ~~\$15.00~~ **22.00** per hour as well as appropriate shift differentials for all hours worked ~~as a volunteer~~ covering a Critical Need Night Shift. Critical Need Night Shift differential may not be combined with extra shift differential.

F. Nurses will be able to pick up extra shifts of any length beyond their regular schedule or above their FTE when agreed to by the employer. The Service Center will allow a nurse picking up an extra schedule to work remote provided they meet the working from home provisions called for in Section C of this Article. Nurses should notify the Service Center 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 14– MEETINGS AND COMMITTEES

- A. The Service Center may require nurses to participate in workplace committees. At a minimum these committees will include Procedure, Education, Quality Assurance, and Policy. The Service Center will seek volunteers, but may assign nurses to committees as needed.
- B. Time spent in meetings and on committees for the Service Center will be paid at the hourly rate including appropriate shift differentials for the hours of the meetings/committee work. Committee work will be assigned in such a manner by the Service Center that it does not interfere with patient care and attempts to accommodate the schedules of nurses working shifts other than days.
- C. Task Force. 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, staffing, payroll issues, the status of outstanding grievances that are not disciplinary, notices and updates regarding restructures, key nursing initiatives, the Service Center workplace process improvement projects, and new lines of business. Agendas will be developed jointly along with an annual calendar scheduling routine outline updates (where possible). Failure of the task force to agree on a matter will not be subject to the grievance process and will not be deemed to be a reopener of the Agreement.
1. The Association shall appoint three (3) members to the task force, at least two (2) of whom shall be employed by the Service Center.
  2. The Service Center shall appoint the nurse manager, the Triage Center Director and the Director of Human Resources.
  3. The task force shall meet at least quarterly , or as otherwise agreed to by the Service Center and the Association, to accomplish its assignment. Nurses on the committee will be paid for their attendance.
  4. Any agreements made will be put in writing.
- D. Staffing Committee. In order to better ensure safe, quality patient care, and to provide for adequate staffing for the ProvRN program, the Service Center and the Association agree to create a Staffing Committee.
1. **Composition and meetings.** The Staffing Committee will be comprised of two (2)

charge nurses, two (2) staff nurses selected by the Association, and one (1) management representative. All nurses will be paid for their actual time spent at Staffing Committee meetings, and any additional time spent performing other Staffing Committee work with prior managerial approval. The Staffing Committee shall meet monthly or as otherwise mutually agreed to. Additional meetings of the Staffing Committee can be called on an ad hoc as-needed basis, with the approval of management. The Staffing Committee will strive to make its decisions through consensus of all the members, resorting to voting (by majority rule) only when a consensus cannot be achieved and a decision is needed.

2. **Staffing Plan.** The Staffing Committee is responsible for developing minimum staffing grids for each month of the year to be used by the Service Center to staff the unit that takes into account staffing analysis and predictive models, and the number of nurses needed to answer calls and achieve the Service Center's desired call back, customer service and patient care standards consistently for the shift, day, and month in a given year. The grids must take into account seasonal variation as well as variation created by holidays in addition to changes in call volume that occur in a 24 hour cycle on any given day of the week. This work will begin by January 13, 2014. Once established, the committee will also have the ability to change the minimum staffing grids as needed when the Service Center determines that such a change is necessary to be driven by such elements as when there is a change in the Service Center's customer mix or business or staffing analysis; predictive models that show a new or unanticipated change or trend in call volume that is sustained over a period of time, or a change in customer service, patient care and/or call back standards.
3. **Schedule.** The Staffing Committee is responsible for a master schedule to be used for each month that:
  - A. Ensures, at all times, appropriate staffing levels including for holidays and nights, informed by staffing analysis and predictive models and the grids developed pursuant to Section 2 of this article. .
  - B. Establishes individual nurses' schedules, with input from staff nurses, taking into account such factors as current bi-weekly (pay period) schedules, predictable

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scheduling patterns with regard to the days of the week (including weekends), filling empty shifts, providing adequate holiday staffing, vacations/PTO requests, leaves of absence, and trading of shifts. Nurses are expected to be available to work at least every other weekend. The Staffing Committee will make good faith efforts to schedule nurses for every other weekend off, unless a nurse agrees to be scheduled more frequently or is specifically hired for a position that works primarily weekends.

- C. Accommodates a mix of 8, 9, 10 and 12 hour shifts.
- D. Is consistent with wage and hour parameters as set by the Service Center, as well as state, federal and local law and the collective bargaining agreement.
- E. are designed to minimize, when possible and appropriate, overtime and premium shifts, and “fragmented shifts.”
- F. Provides for an orderly system of allowing nurses to change or adjust their schedules when vacancies occur, new positions are posted and filled, or customer mix or business changes as identified and agreed to by the committee.
- G. ~~Following the completion of the minimum staffing grids as is contemplated in Subsection 1, Section C of this article, the staffing committee will immediately begin its work on the schedule. Nurses will then bid into the schedules based on their seniority. Until then the current scheduling patterns will remain in place.~~
- H. Ongoing changes. Once the new initial schedule is in place, when changing schedules, the Staffing Committee must make reasonable efforts to provide nurses with predictable scheduling patterns and to minimize disruption in those patterns. In making changes to nurses’ schedule patterns that are intended to be on-going because of a change in customer mix or business or a new staffing analysis, the Committee will first seek volunteers who would be willing to change their schedules before requiring such changes. When possible, changes in nurses’ pattern schedules should be as minimal as possible while otherwise meeting the Service Center’s scheduling needs.
- I. Temporary changes. Temporary changes in a nurse’s pattern schedule are permissible in order to keep call volume and queues balanced and avoid “swings” in service delivery when a leave of absence, vacation, or vacancy is greater than

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two (2) weeks. Temporary changes are not permitted when the vacancy is due to an unfilled position, unless the position has been posted.

4. Customer Service Standards. The Staffing Committee will be kept apprised of and review any change to customer service call standards (such as time on the phone, average call length, time in queue, abandonment rate, etc.) that might be needed by the Service Center in accordance with Article ??? (D) (Staffing and Call Standards). The Staffing Committee will adjust schedules in response to such changes, as appropriate.
  
- E. Staff Meetings. Nurses will be expected to attend at least 50% of the Service Center staff meeting, either in person or by conference call. For meetings that are missed, nurses will independently review the minutes. Such review will not be considered “attendance.”

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ARTICLE 15- PROFESSIONAL DEVELOPMENT

- A. The Service Center shall provide evaluations of the work performance of each nurse covered by this Agreement not less than once per year.
- B. In the event a nurse is required by the Service Center to attend in-service education functions outside the nurse's normal shift, he or she will be compensated for the time spent at such functions at the nurse's established hourly rate . If ProvRN specifically instructs a nurse, in writing, to purchase instructional materials or equipment for mandatory in-service education, the Service Center will reimburse the nurse for the reasonable cost of such materials.
- C. The Service Center endorses the concept of professional improvement through continuing professional education. The Service Center may grant unpaid educational leaves of absence of up to one (1) year at the discretion of the Service Center.
- D. Nurses will complete mandatory education (such as HealthStream) and their annual evaluation during paid time. Nurses are encouraged to complete these during their regularly scheduled hours at times when they are not responding to patient calls or doing other work. If a nurse finds that he or she cannot complete his or her mandatory education or evaluation during such times (perhaps due to high call volume), that nurse will speak to his or her manager to find paid time away from other duties to complete the mandatory education or evaluation.
- E. Nurses will be expected to seek out a minimum of 15 continuing education ~~eleek~~ hours acceptable by the Washington State Nursing Commission on topics related to nursing annually.
- F. During each calendar year, the Service Center will provide paid educational leave as follows:
1. ~~Eight (8)~~ **Sixteen (16)** 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 the Service Center's premises which are related to clinical nursing matters where attendance would be of benefit to the Service Center and the nurse. Nurses will be paid at their hourly rate including shift differential. Time on education leave under this section will not count toward overtime calculation.
  2. ProvRN The Service Center will provide a minimum of \$200 per nurse in each calendar year of the contract, for assistance for regular full-time, part-time and intermittently employed nurses in meeting registration fees, required materials, travel, lodging, meals, and parking in conjunction with educational courses.



APPENDIX A - WAGES

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

1. ~~The rates set forth in the chart below will take effect the first full pay period that contains the date of November 1, 2013.~~

STEP	RATE
1	<del>\$ 32.89</del>
2	<del>\$ 33.96</del>
3	<del>\$ 35.24</del>
4	<del>\$ 36.64</del>
5	<del>\$ 37.63</del>
7	<del>\$ 38.55</del>
10	<del>\$ 40.00</del>
13	<del>\$ 41.44</del>
15	<del>\$ 42.73</del>
17	<del>\$ 44.02</del>
20	<del>\$ 45.09</del>

2. ~~The rates set forth in the chart below will take effect the first full pay period that contains the date of January 1, 2014 and reflect an increase of 1.0% over the November 1, 2013 rates.~~

STEP	RATE
1	<del>\$ 33.22</del>
2	<del>\$ 34.30</del>
3	<del>\$ 35.59</del>
4	<del>\$ 37.01</del>
5	<del>\$ 38.01</del>
7	<del>\$ 38.94</del>
10	<del>\$ 40.40</del>
13	<del>\$ 41.85</del>
15	<del>\$ 43.16</del>
17	<del>\$ 44.46</del>
20	<del>\$ 45.54</del>

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3. The rates set forth in the chart below will take effect the first full pay period that contains the date of July 1, 2014 and reflect an increase of 1.0% over the January 1, 2014 rates.

STEP	RATE
<del>1</del>	<del>\$ 33.55</del>
<del>2</del>	<del>\$ 34.65</del>
<del>3</del>	<del>\$ 35.95</del>
<del>4</del>	<del>\$ 37.38</del>
<del>5</del>	<del>\$ 38.39</del>
<del>7</del>	<del>\$ 39.32</del>
<del>10</del>	<del>\$ 40.80</del>
<del>13</del>	<del>\$ 42.27</del>
<del>15</del>	<del>\$ 43.59</del>
<del>17</del>	<del>\$ 44.90</del>
<del>20</del>	<del>\$ 46.00</del>

4. The rates set forth in the chart below will take effect the first full pay period that contains the date of July 1, 2015 and reflect an increase of 2.0% over the July 1, 2015 rates.

STEP	RATE
<del>1</del>	<del>\$ 34.22</del>
<del>2</del>	<del>\$ 35.34</del>
<del>3</del>	<del>\$ 36.67</del>
<del>4</del>	<del>\$ 38.12</del>
<del>5</del>	<del>\$ 39.15</del>
<del>7</del>	<del>\$ 40.11</del>
<del>10</del>	<del>\$ 41.62</del>
<del>13</del>	<del>\$ 43.12</del>
<del>15</del>	<del>\$ 44.46</del>
<del>17</del>	<del>\$ 45.80</del>
<del>20</del>	<del>\$ 46.92</del>

<u>Steps</u>	<u>2016</u>	<u>2017 3%</u>	<u>2018 3%</u>
<u>1</u>	<u>36.46</u>	<u>37.55</u>	<u>38.67</u>
<u>2</u>	<u>37.19</u>	<u>38.30</u>	<u>39.45</u>
<u>3</u>	<u>37.93</u>	<u>39.06</u>	<u>40.23</u>
<u>4</u>	<u>38.69</u>	<u>39.85</u>	<u>41.04</u>
<u>5</u>	<u>39.45</u>	<u>40.63</u>	<u>41.84</u>
<u>7</u>	<u>41.05</u>	<u>42.28</u>	<u>43.54</u>

ONA-ProvRN Negotiations  
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<u>9</u>	<u>42.72</u>	<u>44.00</u>	<u>45.32</u>
<u>10</u>	<u>43.57</u>	<u>44.87</u>	<u>46.21</u>
<u>11</u>	<u>44.43</u>	<u>45.76</u>	<u>47.13</u>
<u>12</u>	<u>45.33</u>	<u>46.89</u>	<u>48.29</u>
<u>13</u>	<u>46.23</u>	<u>47.61</u>	<u>49.03</u>
<u>15</u>	<u>48.10</u>	<u>49.54</u>	<u>51.02</u>
<u>16</u>	<u>48.70</u>	<u>50.16</u>	<u>51.66</u>
<u>18</u>	<u>49.92</u>	<u>51.41</u>	<u>52.95</u>
<u>20</u>	<u>51.45</u>	<u>52.99</u>	<u>54.57</u>
<u>22</u>	<u>51.94</u>	<u>53.49</u>	<u>55.09</u>
<u>25</u>	<u>52.37</u>	<u>53.94</u>	<u>55.55</u>

B. Nurses' compensation shall be computed on the basis of hours worked.

C. Charge Nurses or any nurse assigned charge nurse duties shall be paid a differential of \$3.00 per hour in addition to their applicable hourly rate of pay and shift differentials if applicable. ~~Relief charge nurses shall receive, during the period of assignment to the charge nurse function, \$1.35 per hour in addition to the nurse's hourly rate of pay.~~

D. Shift differentials:

1. A shift for purposes of shift differentials is defined as follows.

Day: All hours for any shift where the majority of the hours are scheduled prior to 15:00 or 19:00 for twelve hour shift nurses.

Evening: All hours after and between 14:00 until 22:00.

Night: All hours for any shift starting after 18:00.

2. Nurses scheduled for evening and night shifts shall be paid, in addition to their applicable rates shown in Section A, the following shift differentials for all hours worked provided the majority of their hours worked occur during the evening or night shift as defined in Section D 1 above:

Evening shift: ~~\$2.00~~ **2.80** per hour.

Night shift: ~~\$5.25~~ **5.80** 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 all hours worked prior to 15:00 or 19:00 for twelve (12) hours shifts. The evening shift is considered to be all hours worked between 14:00 until 22:00. The night shift is all hours starting after 18:00. to 7:00.

- F. Credit for prior experience: A newly hired nurse may be hired at any step. ~~ProvRN, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.~~ **Should a newly hired nurse be placed at a higher rate of pay than a current bargaining unit nurse with equal or greater experience, the current bargaining unit nurse shall be moved to the higher rate of pay.**
- G. An on-call nurse will be paid a differential of ~~\$2.50~~ **3.50** per hour in lieu of receiving PTO, EIT, and insurance benefits.
- H. 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.
- I. A nurse will ordinarily progress to the next year's step rate of pay under Section 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 ~~1000~~ **700** hours compensated at 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. ~~Nurses will only advance to Step Ten (10) after ten (10) years of service at the Service Center. Nurses will only advance to Step Thirteen (13) after thirteen (13) years of service at the Service Center. Nurses will only advance to Step Fifteen (15) after fifteen (15) years of service at the Service Center. Nurses will only advance to Step Seventeen (17) after seventeen (17) years of service at the Service Center. Nurses will only advance to Step Twenty (20) after twenty (20) years of service at the Service Center.~~
- K. Incentive to Work Extra Shifts Differential:
1. A regular nurse will be paid an extra shift differential of ~~\$12.00~~ **18.00 (\$19.25 on weekends)** per hour as well as appropriate shift differentials 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 the Service Center . For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the

application of Article 20 -- Low Call Volume and regularly scheduled hours not worked because the Service Center 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, PTO, EIT or any other leave of absence.

3. Once the schedule is posted, and says "Final" a regular nurse who wants to work an extra shift should notify the person responsible for staffing that he or she will be available to work a particular shift(s) or a partial shift 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, **and will be notified in writing of their winning bid for the extra shift at least 24 hours prior (or as close as is practicable) to the start of the extra shift.**
  4. 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 26 full pay periods following the nurse's FTE reduction or change in status, provided, however, that this provision will not apply if a nurse reduces his/her FTE from 1.0 to .9 FTE by accepting a full-time 36-hour per week position.
- M. Preceptor differential: A nurse who volunteers to be a preceptor will be paid a differential of ~~\$1.00~~ **2.00** per hour worked as a preceptor **and will be given an additional eight (8) hours of paid time for planning, review and communication with the new nurse.** A preceptor is a nurse who is designated by his or 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. **The nurse being precepted will work the hours of his or her preceptor nurse during the training period.**
- N. Standby/On-call -- A nurse who is scheduled to be on standby shall be paid \$3.75 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.**

**O. 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 sixteen (16 ) weekend shift hours every weekend and is doing so at the Service Center's request.**
- 2. An intermittently employed nurse will be paid a weekend differential of 1 \$6.00 per hour worked on a weekend shift which exceeds two (2) weekend shifts 2 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 \$1.25 per hour worked.**

APPENDIX B – CERTIFICATION AND LICENSURE

- A. Certification Differential: Upon notification to the manager, nurses who have obtained the AAACN Certification or the NCC Telephone Nursing Practice Certification shall receive a ~~\$1.25~~ 2.25 per hour certification differential.
- B. Prov RN will reimburse nurses for the fee(s) (such as exam or application fees) associated with obtaining approved certification once the nurse successfully obtains the certification or recertification.
- C. Licensure. Nurses will be required to have an active license in the states of Oregon and Washington though the nurse will have six months from his or her hire date to acquire an additional license in which ever state he or she currently lacks. Any license fees associated with a requirement to have a nursing license in Washington and any additional state(s) other than Oregon ~~and Washington~~ will be fully covered by ProvRN.