

## **APPENDIX C – STANDARDS OF BEHAVIOR**

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

- A. Zero Tolerance. - The parties agree to cooperate with each other to promote zero tolerance of hostile, violent or abusive behavior, consistent with existing contract provisions and Medical Center policies prohibiting intimidation and harassment.
  
- B. Collaborative Work Environment. - The parties agree to actively and cooperatively reinforce with bargaining employees and their managers the positive attributes that characterize and sustain a collaborative, professional workplace environment.
  
- C. Reporting and Non-Retaliation. - The Medical Center, in partnership with the Association, supports nurses individually addressing and reporting, if necessary, incidents that involve violations of the above-referenced standards of behavior. The parties will be diligent in assuring that no nurse will experience any retaliation for reporting such a violation.

**NINE HOUR SCHEDULE AGREEMENT**

**PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES**

1. I have requested the workweek known as the nine (9) hour schedule.
  
2. I understand and acknowledge that in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1 ½) times my regular straight-time hourly rate of pay, in accordance with the Medical Center’s normal overtime procedures, for all hours worked in excess of:
  - a. Nine (9) hours in each day which is defined as a period commencing at the beginning of a nurse’s shift and terminating twenty-four (24) hours later; or
  
  - b. Thirty-six (36) hours every workweek of seven (7) consecutive days.
  
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least thirty (30) days in advance.
  
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

APPROVED

\_\_\_\_\_  
For Providence St. Vincent Medical Center

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Signature of Employee

\_\_\_\_\_  
Cc: Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employees File

\_\_\_\_\_  
Employee #

**TEN HOUR SCHEDULE AGREEMENT**

**PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES**

1. I have requested the workweek known as the ten (10) hour schedule.
  
2. I understand and acknowledge that, in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1 ½) times my regular straight-time hourly rate of pay, in accordance with the Medical Center’s normal overtime procedures, for all hours worked in excess of:
  - a. Ten (10) hours in each day which is defined as a period commencing at the beginning of a nurse’s shift and terminating twenty-four (24) hours later; or
  - b. Forty (40) hours in each workweek of seven (7) consecutive days.
  
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least thirty (30) days in advance.
  
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

APPROVED

\_\_\_\_\_  
For Providence St. Vincent Medical Center

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Signature of Employee

\_\_\_\_\_  
Cc: Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employees File

\_\_\_\_\_  
Employee #

## TWELVE-HOUR SCHEDULE AGREEMENT

### PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the twelve (12)-hour schedule.  
Under this schedule, the normal work day shall consist of twelve (12) hours work per day within twelve and a half (12 ½) consecutive hours, with a work schedule based on three (3) twelve (12)-hour days per week.
  
2. I understand and acknowledge that in place of Article VC of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1 ½) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:
  - a. Twelve (12) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or
  
  - b. Thirty-six (36) hours every workweek of seven (7) consecutive days.
  
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.
  
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

APPROVED

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For Providence St. Vincent Medical Center

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Signature of Employee

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Cc: Employee

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Date

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Employees File

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Employee #

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

The parties recognize and agree that it is a unique experience to work in Oregon as a nurse in an acute-care facility that adheres to the mission and core values of Providence. In recognition of this unique experience, the Medical Center agrees that nurses who are otherwise in good standing with a separate Providence employer in Oregon and who have been laid off from such employment within the prior six months and who apply for an open position will be hired over other external applicants, provided that the Medical Center determines in good faith that such nurse is qualified for the job.

For purposes of this Letter of Agreement, "good standing" includes: (1) the nurse has not received any corrective action within the previous two years; (2) the nurse has not received an overall score of "needs improvement" or lower at any time in the last two years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action following the announcement of the layoff provided that such behaviors or misconduct is documented in writing in the nurse's personnel file and communicated in writing to the nurse.

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

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

## **LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING**

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

- A. A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units from another employer (either from another Providence employer or from outside Providence) to the Medical Center campus as defined in this Agreement.
  
- B. In the event of a health care unit restructure, the Medical Center will give the Association a minimum of thirty (30) days' notice to allow adequate time to discuss concerns and transition plans and bargain over any impacts on bargaining unit nurses.
  
- C. The Medical Center will determine the number of positions that the restructured health care unit or units will have.
  
- D. In the event of a health care unit restructure, the nurses joining the Medical Center from the other employer(s) will have their seniority calculated in accordance with Article XVII as if they had worked at the Medical Center. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The Association may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy with regard to health care unit restructuring with regard to giving Medical Center nurses, hired by the other employer in the event

of a health care unit restructure, reciprocal seniority.

- E. If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will be worked out by the Association and the Medical Center but will generally adhere to the seniority and job posting provisions of Article XVII – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other Medical Center nurses consistent with Article XVII.
  
- F. If there are any position reductions or eliminations within the affected unit within six (6) months of such restructure, Article XIX – Reduction in Force will apply, subject to the following exceptions:
  - 1. Any layoff will take place first among any nurses hired following the restructure and who are still in their probationary period, followed by those nurses who joined the Medical Center under the provisions of this Letter of Agreement, then finally among nurses who were employed by the Medical Center at the time of the restructure.
  
  - 2. Any nurse who joined the Medical Center as part of the restructure and who is displaced is not eligible to displace or “bump” any nurse who was employed by the Medical Center at the time of the restructure.
  
- G. Nurses’ wage rates will be set in accordance with the provisions of Appendix A, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than they were paid at the nurse’s prior employer, the Medical Center will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Appendix A of the parties’ collective bargaining agreement. If a nurse coming to the Medical Center from another employer is then currently on a similar clinical ladder program, the



nurse may apply for placement on the closest corresponding step on the Medical Center's clinical ladder program, based on the Medical Center's clinical ladder application schedule.

- H. Consistent with Article XVIII(G), any nurses who join the Medical Center as part of a unit restructure will be ineligible to transfer to other positions within the Medical Center for a period of six (6) months.

This Agreement will only be binding for Providence nurses with a different Providence employer when a similar agreement with regard to health care unit restructuring exists between the Association and the other Providence employer.