

RN Care Manager Letter of Agreement

Oregon Nurses Association (“ONA”) and Providence St. Vincent Medical Center (“PSVMC”) agree that Registered Nurse Care Managers at Providence St. Vincent Hospital are, covered by the current collective bargaining agreement (CBA) between Providence St. Vincent Medical Center and the Oregon Nurses Association, under the following terms and conditions:

- 1) All articles, sections, and letters of agreement in the CBA shall apply to Registered Nurse Care Managers unless otherwise specified herein.

The PTO accrual rates for RN Care Managers will align with accrual rates of other non-exempt caregivers on the Short-Term Disability program as shown on the attached chart. RN Care Managers will have access to the enhanced Short-Term Disability program, currently available to non-represented caregivers at the Medical Center. The following related sections of the ONA agreement are not applicable to Care Manager RNs: *III-A, Vacations, III-B, Paid Time Off, IV-A, Sick Leave, IV-B, Extended Illness Time, VI, Holidays, and Letter of Agreement Front Loading of Hours to RN PTO/Vacation Banks.*

- 2) ~~Registered Nurse Care Managers will convert to non-exempt (hourly) status, effective the second full pay period following ratification. This means they will be expected to work their regular shift time unless a change has been pre-approved by leadership.~~ Regular shift times are as follows: The (10)-hour shift: seven (7) a.m. to five-thirty (5:30) p.m. Eight (8)-hour shift: eight (8) a.m. to four-thirty (4:30) p.m. Registered Nurse Care Managers will maintain their current process for adjusting daily shift times through communication with the unit leader.
- 3) ~~Effective the second full pay period following ratification, Registered Nurse Care Managers employed as of the date of ratification will receive a ratification bonus of two thousand (\$2,000) dollars, pro-rated based on FTE, subject to applicable withholdings. Regardless of FTE, no Registered Nurse Care Manager will receive less than one thousand (\$1,000) dollars.~~

- 4) The provisions of Article VIII, *Floating*, are not applicable to Care Manager RNs.
- 5) During the term of this agreement, changes to a Registered Nurse Care Manager’s shift duration may only occur through mutual agreement of the Care Manager and Medical Center.

- 6) The Care Management Department will maintain the current self-scheduling model below,

- 7) ~~Adjustments to staffing based on census and acuity of patients will be made at the discretion of the Care Management Department Manager. Within ninety (90) days of ratification, a department staffing plan shall be developed in collaboration~~

Deleted: will be

Deleted: will maintain their current PTO accrual rates and

Deleted: under the terms and conditions in place as of ratification

Deleted: In the event that the Medical Center modifies the Short-Term Disability benefit for non-represented caregivers in response to the Oregon Paid Family Medical Leave Act: The parties agree to discuss whether to extend the modifications to Care Management RNs, with the understanding that the no-strike clause of the CBA will remain in effect. ¶

Deleted: ~~Wage Scale and Placement: Effective the second full pay period following ratification, Registered Nurse Care Managers will be placed at the wage rate for corresponding employee in PSVMC’s excel document wage scale. Placement on the scale is based on one (1) step credit for each year of RN experience per the terms of the collective bargaining agreement.~~ ¶

Deleted: following ratification of this LOA.

Deleted: Upon ratification, the Care Management Department will be added to the Hospital’s Nurse Staffing Plan and Housewide Nurse Staffing Committee.

Deleted: (

with staff and shall take into consideration Social Workers and other non-RN staff. The plan shall establish a core number of staff per day, considering census and acuity on the floors, and the number of ACM floats or helpers. The plan shall consider volume at the beginning of each week. For example, if volume is higher than average, the department shall increase staffing needs through the duration of the week to meet increased patient demand.

J. Work Schedule. Care Management will continue the current scheduling process and posting of work schedules, with the goal to balance the schedule equitably, as shown below. All RN Care Managers will participate in the initial self-scheduling dates, including resource nurses.

Scheduling quarter	PTO requests due by:	Initial self-schedule:	Schedule Finalized
Q1 1/2-4/9	November 1st	November 13 — 18	December 1
Q2 4/10-7/9	Jan 31st	February 12-17	March 3rd
Q3 7/9-10/08	May 2nd	May 14- 19	May 31st
Q4 10/09-1/15	August 1st	August 13-18	August 31st

RN Care Managers are expected to sign up for a certain number of Mondays and Fridays per scheduling period, based on their FTE, as follows:

- Full time employees are expected to sign up for 16-18 Mondays and Fridays.
- 0.8 FTE are expected to work 14-16 Mondays and Fridays
- 0.75 FTE are expected to sign up for 11-13 Mondays and Fridays
- 0.7 FTE are expected to sign up for 11-13 Mondays and Fridays
- 0.6 FTE are expected to sign up for 11-13 Mondays and Fridays
- Resource RN Care Manager Nurses
 - Staff will submit availability for a minimum of 3 days/month, 3 weekend shifts per quarter and one major holiday per year.
 - Regular failure to submit required minimal availability for a scheduling period will result in termination of a resource nurse's employment.
 - Holiday Requirement: Resource staff to work one holiday per year. If they choose to work more than one holiday, they are required to tell the core leader of their availability, so the EDO list can be utilized to possibly let a regular staff member off (if staffing is at core).

Deleted: RN Care Management Supplemental Letter of Agreement Oregon Nurses Association ("ONA") and Providence St. Vincent Medical Center ("PSVMC") agree to the following supplemental terms related to the inclusion of the Registered Nurse Care Managers into the current collective bargaining agreement (CBA) between Providence St. Vincent Medical Center and the Oregon Nurses Association:

Deleted: through December 31, 2023

Deleted: follows:

Deleted: be scheduled

Deleted: 2

Deleted: s/

- If unable to work a scheduled shift (except sick or LOA), the process is the same as a benefitted RNCMs - a replacement or trade with another caregiver must be found to cover the shift.

Deleted: the FTE'd

The schedule will be balanced equitably.

2. Time Off Requests/Shift Changes. RN Care Managers will submit their PTO requests via PTO request form electronically, to their core leader and Administrative Coordinator, in the order of priority, by the dates in paragraph 1 above. If PTO requests are not submitted on time, requests will be considered in order of receipt of the requests.

For time off on scheduled weekends, the RN Care Manager must trade for the weekend requested or find someone to work for them.

- Trading is allowed prior to being at core staffing.
- Giving a shift away to someone else may not occur unless the department is at core staffing for that time period. **If the shift will result in OT or an incentive shift, it is subject to core leader approval.**
- If unable to find coverage, the RN Care Manager is responsible to work their assigned weekend.

All shift changes must be covered by trade, on call staff or approved extra shift, except for approved PTO. The RN Care Manager must notify the core leader and their Administrative Coordinator/timekeeper of any requested shift trades. Leadership must approve requested shift trades. Shift changes may be denied if the department is sh01t-staffed for a particular day.

Scheduling considerations for pre-scheduled time off may include:

- Two to three PTO requests may be approved for RN Care Managers per weekday, depending on availability of staff coverage.
- PTO will be granted based on accrued hours. PTO requests may be denied based on lack of PTO hours, at leadership's discretion.
- PTO requests will be made in priority order (numbered from 1 up to 7 at a time).
- No more than 2 consecutive weeks of PTO per person will be granted during prime vacation times (defined below). Additional time exceeding two weeks will be authorized at the discretion of leadership.
- Prime vacation times are Spring Break (Washington County and Portland Public School District dates), June 1 through Labor Day, Christmas, and New Year's Day.
- If the event of competing PTO requests, leadership will confer with caregivers to resolve. If time off cannot be resolved, leadership will take into consideration seniority within the department, prior two years of granted PTO for specific dates, and total of PTO approved for the year. If the person

Deleted: st

with seniority has received same days for PTO the previous year, PTO may be given to a caregiver of lesser seniority.

3. **Holidays.** Holidays are defined as: Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, Martin Luther King Jr. Day, and New Year's Day.
 - a. RNCM staff will be assigned to a holiday rotation. This rotation will assign each staff member to work two to three holidays per year, one summer holiday and one winter holiday. See rotation assignments below.
 - b. **Resource RNCM will be assigned to a holiday rotation schedule. This rotation will assign each staff member to work one holiday each calendar year.**
 - i. Staff members are allowed to trade with others to work a different holiday than the one assigned by their rotation.
 - ii. Resource staff must give their availability to the core leader who will use the EDO list to allow regular staff the Holiday off if staffing is to core.
 - iii. If a Resource RNCM can work an extra Holiday, they are to notify the core leader who will use the EDO list to determine if a caregiver may take the day off. Staff may not solicit a Resource RNCM to work a holiday. It must be done through the EDO list.
 - iv. If the hospital census allows the department manager and/or charge nurse may decide to offer holiday staff the option to take PTO on their assigned holiday. If fewer staff than are scheduled are needed on the holiday, the core leader/charge nurse will utilize the EDO list and offer the person at the top of the list the opportunity to take PTO that day. If that staff member accepts the day off, their name will go to the bottom of the list. If that person declines, their name will remain in the same spot on the list and the opportunity to take PTO will be offered to the next person on the list who is also working that day.
 - c. The core leader will determine the appropriate coverage for holidays and other unusual days i.e., Christmas Eve, Thanksgiving Friday and weekends surrounding holidays. If census changes, the core leader or charge nurse will decide before the holiday if changes to staffing can be made.
 - d. Rotating holiday schedule. (Group member names are maintained by core leader and charge nurse.)
 - e. Resource RNs will be added to the rotating holiday schedule to work one holiday per year.

	Memorial Day Thanksgiving	July 4 th & Christmas	Labor Day & New Year's Day
2022- 2023	Group A	Group B	Group C

PSVMC Counterproposal
December 4, 2023

2023-2024	Group C	Group A	Group B
-----------	---------	---------	---------

Rotation schedule went into effect 2/1/22 and follows this pattern: Group A worked Memorial Day and Thanksgiving 2022, Group B worked July 4 and Christmas 2022, and Group C worked Labor Day 2022 and New Year's Day 2023.

4. Exclusions from ONA Contract. The following sections of the ONA collective bargaining agreement are not applicable to Care Manager RNs: Article III-C, Scheduling Time Off, and sections 1-3 and 6 of Article XIX, Resource Nurses. Sections 4-5, and 7-10 of Article XIX are applicable to Resource RN Care Managers.
5. Anniversary/Seniority Dates: ONA seniority and step increase anniversary dates are the date of ratification (1/6/23) except for those registered nurses who transferred into Care Management with existing seniority/anniversary date(s) and except for RN Care Managers hired after the date of ratification.
6. Layoffs. In the event of an anticipated layoff, the parties agree to negotiate the process used to determine which RN Care Managers would be impacted.

~~This agreement is intended to supplement the Letter of Agreement entered into between the parties on January 27, 2023. This agreement shall remain in effect through December 31, 2023.~~

This agreement shall remain in effect until either party serves notification 2 contained in Article XXV, *Duration and Termination*, of the collective bargaining agreement.

OREGON NURSES ASSOCIATION

By:

Joseph West, Labor Representative

Date: _____

PROVIDENCE ST. VINCENT MEDICAL
CENTER

By:

Lori Kintz, Chief Human Resources Officer

Date: _____

~~Richards~~