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APPENDIX B – CLINICAL LADDER

LETTER OF AGREEMENT: CLINICAL LADDER

~~Between Oregon Nurses Association and Providence St. Vincent Medical Center~~

~~The Clinical Ladder shall remain in effect through the duration of the collective bargaining agreement and is subject to negotiations between the Oregon Nurses Association and Providence St. Vincent Medical Center beginning July 1, 2022. If the parties cannot reach an agreement on an updated Clinical Ladder, the status quo shall remain in effect through the duration of the current collective bargaining agreement.~~

Providence St. Vincent Medical Center (the “Medical Center”) and Oregon Nurses Association (the “Association”) are committed to the professional development, satisfaction, recruitment and retention of nursing staff. This brings about the best working conditions, patient care and benefits to our community at large. To that end, the Clinical Ladder program is in place to allow staff nurses to develop and explore professionally in areas to the mutual advantage of the nurse and the Medical Center.

To that end, the parties hereby adopt the currently agreed upon Clinical Ladder Program (“the Program”) and the following terms in connection with said Program:

1. Nurses covered by the parties’ Collective Bargaining Agreement (“Agreement”) are eligible to participate in the Program, in accordance with the Program’s terms.
2. Nothing in the Program is subject to the grievance procedure set forth in the Agreement.
3. A Registered nurse who has been approved for, and is participating in, an advanced level under the Program will receive an increase in her/his Appendix A, Section A, hourly rate of pay under the Agreement, equal to the applicable amount set forth below for the Nurse’s Clinical Ladder level.

Effective two full pay periods after ratification

Level 1: \$ 0.00
Level 2: \$ 2.00
Level 3: \$ ~~4.50~~ 5.50
Level 4: \$ ~~56.50~~
Level 5: \$ 7.50

4. In addition to the above-listed hourly rates of pay, Registered nurses approved for and participating at, the following shall be eligible for:

a. Level 1I RNs 8 hours, Level 2II RNs 16 hours, Level 3III and Level 4IV RNs 32 hours, and Level 5V RNs 40 hours additional paid educational leave annually.

b. ~~Level I RNs will receive up to one hundred and fifty (\$150.00);~~ Level 2II RNs will receive up to ~~four three hundred and fifty~~ dollars (\$~~450~~300.00), Level 3III RNs will receive up to ~~eight six hundred~~ dollars (\$~~800~~600.00), and Level 4IV RNs will receive up to ~~one thousand seven hundred~~ dollars (\$~~1000~~700.00), Level 5V RNs will receive up to one thousand, two hundred and fifty dollars (\$1250) in addition to whatever expense reimbursements they may otherwise qualify for, to defray the cost of registration and attendance in connection with the additional paid educational leave set forth in paragraph 4a. (The parties acknowledge that these dollars are allocated based on a calendar year and, if not used in a calendar year, the funds will not rollover into the next year.)

5. ~~—The Medical Center shall provide two educational conferences for all registered nurses at Providence St. Vincent Medical Center per year. The first will be held between January and June 2019; the second will be held between January and June 2021. Dates may be adjusted outside of those windows if necessary based on speaker availability. The conferences will be planned collaboratively by the Medical Center and the Clinical Ladder Board. Priority in registration and requests for release time will be given to Clinical Ladder Board members, followed by Clinical Ladder Program participants, after which open registration for any remaining seats and release time will be offered for all other nurses. Request for released time from work will be subject to the Medical Center's staffing needs. Clinical Ladder Program Participants will receive additional paid educational leave to attend this conference. Nurses attending the conference that are not program participants may apply their professional educational funds (if applicable), as set forth in the Collective Bargaining Agreement at Article XIV (Professional Development). If the Medical Center does not release a Clinical Ladder participant from work to attend the conference, the Nurse will, upon request, be given paid educational hours equivalent to the conference time, at a later date.~~

6.5. Clinical Ladder Board

a. The Clinical Ladder Board ("the Board") will operate consistent with this Agreement and its charter. The charter will be developed by the Board. Should the Board desire to amend the charter, it will submit the amendments to the Medical Center and Association for formal approval. The Board will revise the charter to conform to this Letter of Agreement, if necessary.

b. The Board will consist of up to 20 nurse members. Board members will be Association members. Once each quarter, each nurse member will be compensated for his or her actual times spent in packet review meetings, up to a total of 32 hours per year. If such meetings are less than the length of the nurse's scheduled shift for that day, a Board member may return to work for the remainder of their shift, use PTO for the remainder of the shift, or take the remainder of the shift as unpaid leave. In addition, each Board member will receive a stipend of \$200 for each full quarter they act as a Board member (\$300/quarter each for the Board Chair and Chair Elect), to reflect their time spent attending other Program-related meetings, providing mentoring, and organizing Program-related trainings and conferences.

c. The Board shall prepare the agenda and keep minutes of the meetings, copies of which shall be provided to the Chief Nurse Executive and a designated Clinical Ladder liaison from the Medical Center's management team and Association within two (2) weeks of each Board meeting. The minutes shall include a list of projects reviewed and approved by the Board each quarter.

7. Clinical Ladder Process Review Committee

a. The parties agree to form a Clinical Ladder Process Review Committee ("the Committee") to review successes and challenges of the Program, and to resolve any individual concerns about the process, review topics for levels 3 and 4 projects, project results, and any other disputes that may arise under the Program.

b. The Committee will consist of 2 members of the Board, the Medical Center's Chief Nursing Officer, one management representative chosen by the Medical Center, one Human Resources representative chosen by the Medical Center, and one Association representative or designee.

c. The Committee will meet quarterly on the same day that the Clinical Ladder Board meets. The Committee will review the number of applicants, approvals and denials, and will discuss any potential issues (e.g., whether certain units are declining in participation). The results of the Committee meeting will be reported at the nearest Labor Management Task Force Committee Meeting.

d. The Committee will meet within 14 days of a request from a nurse applicant, the Clinical Ladder Board, the Medical Center, or the Association, unless the parties agree to extend such deadline in writing. Such request for a meeting will describe the concern and the requested resolution. The Committee will respond to the concern in writing within 14 days of its meeting, unless the parties agree to extend such deadline in writing.

e. The Committee may invite any nurse or nurse manager to its meeting if it determines that the nurse or nurse manager can provide information helpful to understanding an issue or concern, or that would help the Committee's decision-making process/

f. Any nurse who wishes to attend a meeting during open session may do so. Advance notice to the Committee is encouraged when possible. The Committee may at times hold an executive (closed) session which will not be open to nurses or managers, subject to subsection 7e., above. Executive (closed) sessions may be called in instances in which the Committee reviews an issue affecting an individual applicant.

g. The Committee will endeavor to make decisions by consensus. If it cannot reach consensus, decisions will be made by a majority vote of the voting members, which will be the two Clinical Ladder Board members, the Chief Nursing Officer, and the management representative.

h. Committee members will be paid for time spent in committee meetings, which hours will not be subject to the limitations in Section 6.b.

8.—Three (3) 90-minute training sessions for nurses interested in participating in the revised Program will be provided by up to six Clinical Ladder Board Members, who will be paid for the time spent in each training session.

9.—The Program will remain in effect as currently agreed upon, except as modified by this Letter of Agreement or by subsequent agreement of the parties. Notwithstanding this provision, if the Clinical Ladder Board determines additional revisions to the clinical ladder packet (non-economic terms) are appropriate, the Board may request that the Medical Center and Association meet to review the Board's proposed changes. ~~If the Association and the Medical Center mutually agree, the parties may modify the clinical ladder packet prior to July 1, 2019.~~

10. ~~The Program will continue in effect, in accordance with this Letter of Agreement, through July 1, 2022. It will remain in effect from year to year thereafter unless either party notifies the other of its desire to terminate or modify it, by giving at least ninety (90) days written notice of termination to the other party and at least sixty (60) days written notice of termination to the Federal Mediation and Conciliation Service. Whether or not such notice is given, all provisions of this Agreement, including its No Strike/No Lockout article will remain in full force and effect in accordance with the terms of the Agreement.~~

11. **Certification Pay**

~~The parties mutually intend for the reductions in the clinical ladder differentials set forth in Section 3 of this Letter of Agreement will be offset by increases in the certification differential paid to all qualifying nurses (currently \$1.75/hour). To that end, the parties agree that the collective bargaining agreement of January 1, 2018 through December 31, 2021 between Oregon Nurses Association and Providence St. Vincent Medical Center, Appendix A (C)(3) is hereby amended to reflect the following changes:~~

- ~~• Effective the pay period including January 1, 2020, the certification differential will increase to \$2.00 per hour.~~
- ~~• Effective the pay period including January 1, 2021, the certification differential will increase to \$2.25 per hour.~~