

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, ~~if possible,~~ give the Association a minimum of 30 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement ~~or in the parties' collective bargaining agreement. If the Medical Center cannot, in good faith, give 30 days' notice, it will give the Association as much notice as is practicable.~~

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.

I. 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.

Formatted: Indent: First line: 0.5"

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

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, ~~if possible,~~ give the Association a minimum of 30 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any impacts on bargaining unit nurses, items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. ~~If the Medical Center cannot, in good faith, give 30 days' notice, it will give the Association as much notice as is practicable.~~

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.

I. 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.

Formatted: Indent: First line: 0.5"

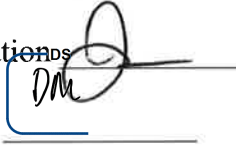
Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

PSVMC counterproposal 10/21/2021 3pm

On Behalf of Oregon Nurses Association

On Behalf of Providence St. Vincent



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, ~~if possible,~~ give the Association a minimum of 30 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any impacts on bargaining unit nurses items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. ~~If the Medical Center cannot, in good faith, give 30 days' notice, it will give the Association as much notice as is practicable.~~

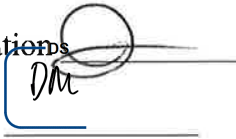
C. The Medical Center will determine the number of positions that the restructured health care unit or units will have.

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

PSVMC counterproposal 10/21/2021 3pm

On Behalf of Oregon Nurses Associations

On Behalf of Providence St. Vincent



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

PSVMC counterproposal 10/21/2021 3pm

On Behalf of Oregon Nurses Associations

On Behalf of Providence St. Vincent

Handwritten signature in blue ink, possibly reading 'ON', with a horizontal line extending to the right and a vertical line extending downwards from the signature.

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.

I. 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.