AGREEMENT

between

OREGON NURSES ASSOCIATION

and

PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL

April 1, 2024 through March 31, 2027

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THIS AGREEMENT is made between the OREGON NURSES ASSOCIATION ("Association") and PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL (the "Hospital"). In consideration of the mutual covenants and promises hereinafter related, the parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient care in an atmosphere of harmony between the Hospital management and the nurses employed by the Hospital.

ARTICLE 1 – DEFINITIONS

1.1 **Nurse**. A registered professional nurse.

1.2 **Continuous Employment**. For all purposes under this Agreement, except as it affects Article 13.2, all time paid by the Hospital. Under Article 14.2, any time spent on an unpaid leave of absence will not be counted as continuous employment during a newly hired period.

1.3 **Newly Hired**. An employee during the first one hundred and eighty (180) days of employment. During the newly hired period, a nurse may be dismissed without recourse to the grievance procedure.

1.4 **Full-time Nurse**. A nurse who is regularly scheduled to work thirty-six (36) hours or more in one (1) week or seventy-two (72) hours or more in two (2) weeks.

Any nurse designated as a full-time nurse will accumulate and receive all fringe benefits as provided in this Agreement when they become and for as long as they remain a full-time nurse.

1.5 **Part-time Nurse**. A nurse who is regularly scheduled to work at least twenty-four (24) but less than thirty-six (36) hours in one (1) week or less than seventy-two (72) hours in two (2) weeks.

1.6 **Variable Shift Nurse**. A nurse who is full or part time who does not have a master schedule. Variable positions will be defined upon hire. It will be

defined as day-variable, night-variable, day/evening-variable, night/evening variable, or rotating.

1.7 Float Nurse. A nurse who is hired into a float position, either full- or part-time, and is regularly scheduled to an assigned unit. The float nurse is the first to float out of the assigned unit or operational unit and will equitably rotate low-census days with floats in other units or operational units. Float nurses must meet competency skills for secondary nurses as set forth in the job description for the unit or operational unit to which the float nurse is floating.

1.8 Short-hour Nurse. A nurse who is regularly scheduled to work twenty-three (23) hours or less per week.

1.9 Temporary Nurse. A nurse hired by the Hospital for a specified period of time not to exceed six (6) months. Reasons for the temporary hire include, but are not limited to, providing coverage for leaves of absence, vacations, holidays, sick leave, or any combination of leave.

1.10 Per Diem Nurse. A nurse who is on the per diem list and who makes themself available at times when the Hospital needs additional nurses, with a minimum availability of three (3) shifts per month. One (1) out of every three (3) shifts must be a weekend or a holiday, if such a shift is available. To maintain per diem status, a per diem nurse must sign up for at least three (3) unfilled shifts during each four (4) week schedule period. Unfilled shifts are shifts not already signed up for by another per diem RN. Shifts will be considered filled once the manager receives confirmation by email to be used as a time stamp on a first-come basis. Standby call shifts will satisfy this requirement. Per Diem nurses in surgical services are required to sign for a weekend standby call shift in accordance with Appendix E of this Agreement. If for any reason a nurse is unable to meet the three (3) shift requirement, they are to notify their manager. Per Diem nurses must meet the patient care unit’s education requirement for the year. A nurse may

completely opt out of one (1) four (4) week schedule period each calendar year, provided the nurse requests time off in accordance with Article 6.

1.11 Break Relief Nurse. A nurse to whom management or designee assigns the primary duty of providing break and/or meal period relief to other nurses, in accordance with applicable law. Secondary duties may be assigned to a break relief nurse.

1.12 Resident. Registered nurse who has completed a pre-licensure nursing program and is newly licensed (twelve (12) months or less).

1.13 Fellow. Registered nurse with more than twelve (12) months of nursing experience but new to specialty of hire.

1.14 Supervisor. A nurse who in the interest of management performs duties that make them an exempt employee under the National Labor Relations Act. A supervisor may adjust grievances and finalize employment evaluations in addition to directing the work of a department.

1.15 Immediate Supervisor. The person to whom a nurse directly reports. On the afternoon and night shifts, for general Hospital purposes, the afternoon or night supervisor is the immediate supervisor.

1.16 Charge Nurse. Registered Nurse who in collaboration with unit manager and Nurse Supervisor, has unit leadership duties, including patient assignments for nurses/bed planning, staffing, and who assist in patient care. The charge nurses also responsible for mentoring staff, committee work, and reporting performance issues, operational problems, and care team concerns to the Unit Manager/Nurse Supervisor. The parties agree that if the Hospital creates or posts charge nurse positions or lead nurse positions, the Hospital will not challenge their status as bargaining unit nurses for the term of the collective bargaining agreement.

1.17 Relief Charge Nurse. A nurse who is temporarily assigned by the nurse's manager or designee to be a Relief Charge Nurse and to temporarily perform Charge Nurse duties (See Definition of Charge Nurse).

1.18 Probationary Period. The first one hundred and eighty (180) calendar days of any nurse's employment by the Hospital.

1.19 Operational Unit. An operational unit is one or more units within the Hospital, with related functions. The ACU and the ICU together comprise a single operational unit, and the PACU, Same Day Surgery, and the Operating Room (OR) together comprise a single operational unit. The following are the recognized operational units:

- Emergency Department.
- Operating Room, Same Day Surgery, and PACU.
- ACU and ICU.
- Family Birth Center (including postpartum only nurses that work in Lactation Clinic).
- Lactation Inpatient and Outpatient who are not scheduled for a postpartum shift.
- Infusion.
- Wound Care Outpatient & Inpatient.
- Dialysis.

1.20 Temporary Lead. A nurse who, in addition to being responsible for the direct or indirect total care of patients, temporarily assists and coordinates as assigned by the Hospital, in the continuity of patient care responsibilities and clinical activities of an Operational Unit.

1.21 Low Census. Low Census is when the Hospital determines that there are more nurses scheduled or working than needed. Being "low censused" (voluntary or mandatory) is explained in Article 4: Work Schedule and Overtime.

1.22 Stand By (On Call). A designated shift or portion of a shift which requires a nurse to make themselves available to report to duty within the timeframe defined in Article 4.

1.23 Benefits. When used generally, the term “benefits” includes all benefits provided or made available to employees by the hospital including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and retirement benefits.

ARTICLE 2 – RECOGNITION AND MEMBERSHIP

2.1 The Hospital recognizes the Association as the collective bargaining representative with respect to the rate of pay, hours of work, and other conditions of employment for a bargaining unit composed of all registered nurses employed by the Hospital at thirteenth (13th) and May Street, Hood River, Oregon, as general duty nurses, but excluding administrative and supervisory personnel and nurses employed exclusively in the following departments and areas: Admissions, Physical Therapy, EEG, Anesthesia, Radiology, Laboratory, Pharmacy, Occupational Therapy, Quality Assurance, Utilization Review, Nursing Education, Dietary, Medical Records, Personnel, Doctor's Offices, and Housekeeping. Should the Hospital move nurses currently within the bargaining unit to a location contiguous with the Hospital property but not specifically located at Thirteenth (13th) and May Streets, those positions will remain within the bargaining unit.

2.2 The Hospital also recognizes the Association as the collective bargaining representative with respect to the rate of pay, hours of work, and other conditions of employment for all registered nurses employed in the Outpatient Dialysis Departments as general-duty nurses, but excluding administrative and supervisory personnel.

2.3 Because a nurse has a high degree of professional responsibility to the patient, the nurse is encouraged to participate in the Association to define and upgrade standards of nursing practice and education through participation and membership in their professional association. An ONA membership packet will be provided by ONA to each nurse at the time of new employee orientation. A bargaining unit nurse designated by the Association will be given the opportunity to meet with newly hired nurses who are on paid time for thirty (30) minutes, to discuss contract administration. The meeting will occur within the first (1st) month of employment. If the nurse designated by the Association has been released from otherwise scheduled work, the nurse will also be paid for the thirty (30)-minute period.

2.4 The following provisions apply to any nurse hired before December 14, 2009 ("Effective Date"): Membership in the American Nurses Association through Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one of the two options listed in 2.5A(2) or 2.5A(3) below.

A. **Transfers**. Nurses who are members of the Association or have exercised one of the two options listed in 2.5A(2) or 2.5A(3) below will maintain such status upon transfer to Providence Portland Hospital, Providence St. Vincent Hospital, Providence Willamette Falls Hospital, and Providence Home Health and Hospice. Nurses who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Hospital, Providence St. Vincent Hospital, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 2.5A(2) or 2.5A(3) below.

B. **Promotions within a facility**. A nurse subject to paragraph A above as of December 14, 2009 who assumes a position at the Hospital outside of the bargaining unit will retain their respective status (as a nonmember, a member whose membership must be maintained, or one of the two options listed in 2.5A(2) or 2.5A(3) below) if they to the bargaining unit within one year of the date that the nurse assumed a non-bargaining position. A nurse who returns to the bargaining unit after one (1) year will be subject to the choices in paragraph 2.5A below.

2.5 The following provisions apply to any nurse hired after December 14, 1 2009:

A. By the thirty-first (31st) calendar day following the day that the nurse begins working, each nurse must do one of the following, as a condition of employment:

1. Become and remain a member in good standing of the Association and pay membership dues (Association member); or

2. Pay the Association a representation fee established by the Association in accordance with the law; or

3. Exercise their right to object on religious grounds. Any employee who is a member of, and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and the Hospital. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

B. The Hospital will provide a copy of the collective bargaining agreement to newly hired nurses, along with including a form provided by the Association that confirms the provisions in 2.5A above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. The Hospital will work in good faith to develop a procedure to retain copies of such signed forms.

C. A nurse should notify the Association's Membership Coordinator, in writing, of a desire to change their status under the provisions of 2.5A above by mail, to the business address for the Association.

D. The Association will provide the Hospital with copies of at least two (2) notices sent to a nurse who has not met the obligations to which they are subject, pursuant to this Article. The Association may request that Hospital's terminate the employment of a nurse who does not meet the obligations to which they are subject, pursuant to this Article. After

such a request is made, Providence will terminate the nurse's employment no later than fourteen (14) days after receiving the written request from the Association. The Hospital will have no obligation to pay severance or any other notice pay related to such termination of employment.

2.6 The following provisions apply to all nurses.

A. Dues Deduction. The Hospital shall deduct the amount of Association dues, as specified in writing by Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Hospital. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Hospital to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

2.7 Association will indemnify and save the Hospital harmless against any and all third (3rd)-party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Hospital in connection with, this Article.

2.8 The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in this Article.

2.9 The Hospital will supply the Association and the chairperson of the bargaining unit with an electronic list showing the names, addresses, phone numbers, hire dates, unit/department, shift, and pay steps of nurses covered by this Agreement, on a monthly basis. The Hospital will work with the Association to provide a unique identifier such as the nurse's license number, as part of the electronic list. The Hospital will also supply a monthly list

showing the names of each nurse whose employment has been terminated, who has been hired, and who has completed their newly hired period, including addresses, phone numbers, hire dates, and pay steps, during the preceding month. The Hospital will provide the Association with reasonable updates of this information as requested during contract negotiations.

2.10 The Association will provide the Hospital with a copy of this Agreement for each new hire, which the Hospital will distribute to such newly hired nurse. The Association will also supply the Hospital with five (5) copies of the Agreement for use by Hospital management.

ARTICLE 3 – NONDISCRIMINATION

3.1 The Hospital may not discriminate against any nurse on account of membership in or activity on behalf of the Association provided that such activity does not interfere with the nurse's regular duties. The Hospital may not discriminate against any nurse because of sex, gender identity or expression, religion, race, creed, color, marital or family status, national origin, physical or mental disability, age, sexual orientation, military status, or political affiliation.

ARTICLE 4 – WORK SCHEDULE AND OVERTIME

4.1 Workday. Except as modified in this Agreement, a standard workday will consist of (1) eight (8) hours' work to be completed within eight and one-half (8.5) consecutive hours with a thirty (30)-minute meal period on the nurse's own time; (2) nine (9) hours' work to be completed within nine and a half (9.5) consecutive hours with a thirty (30)-minute meal period on the nurse's own time; (3) ten (10) hours' work to be completed within ten and a half (10.5) consecutive hours with a thirty (30)-minute meal period on the nurse's own time; or (4) twelve (12) hours' work to be completed within twelve and a half (12.5) consecutive hours with a thirty (30)-minute meal period on the nurse's own time.. If the nurse is required by the Hospital to remain on duty or in the Hospital during the meal period, that time will be considered as time worked for pay purposes. It is understood that unpaid meal periods are uninterrupted thirty (30)-minute periods in which the nurse is not required to perform any duties on behalf of the Hospital.

4.2 Work Period. The standard work period consists of eighty (80) hours within a fourteen (14)-day period, or forty (40) hours within a seven (7) day period, except as otherwise modified by this Agreement.

4.3 Scheduling. The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation, consistent with the other provisions in this Agreement.

A. Schedule Period. The work scheduled will be prepared for two (2) month periods and will be posted by the tenth (10^{th}) of the month preceding the scheduling period.

B. Annual Leave (Time Off) Requests. Requests for days off are to be completed through the electronic timekeeper system to the unit manager or designee by the first (1^{st}) day of the month immediately preceding the

month in which the schedule is effective. Annual leave requests will be responded to per Article 6. Once the schedule is posted, changes may be made only with mutual agreement of the affected nurse and the Hospital unless it is necessary for the Hospital to adjust the schedule to ensure efficient operations.

C. Trades. Subsequent requests for days off must be arranged by the nurse in the form of a trade with, or substitution, by a qualified nurse. The trade or extra day's work must not place either employee in an overtime situation. The request for trade is to be submitted in in the electronic timekeeping system to the unit manager or designee as much in advance of the time for the trade or substitution as is possible. A trade or substitution is not effective unless approved by the unit manager or designee and will not be unreasonably denied. If a trade shift request does not meet the ten (10)-hour break rule but causes the nurse to return within the twenty-four (24)-hour rule, the nurse coming back within twenty-four (24) hours will complete the paperwork to waive the two (2) hours of overtime. This form must be completed by both the Nurse and the unit manager or designee prior to the shift trade being approved. The timecard will reflect the adjustment.

D. Order of Scheduling. Nurses will be added to the schedule in the following order: (1) Master schedule nurses (if any); (2) Variable schedule nurses, and (3) Per diem nurses. A temporary nurse will follow the order of scheduling rule of the position they have been hired into.

E. Schedule Limitations.

1. As near as possible, full-time nurses will be scheduled either four (4) on, two (2) off, or every other weekend off with various workdays scheduled to equal or exceed seven regularly scheduled workdays per semimonthly pay period.

2. Part-time nurses agree to work every other weekend. If part-time nurses make their shift preferences, requested number of days, and department preferences known to the Chief Nurse Executive or their designee, they will be scheduled as needed on days off of full-time personnel with attention when operationally feasible to these preferences and requests.

3. No nurse may be required to work more than twelve (12) consecutive hours without a ten (10) hour break immediately following the (twelfth) 12^{th} hour worked during a twenty-four (24)-hour period.

4. No nurse may be compelled to work more than four consecutive days on twelve (12)- hour shifts, unless requested or agreed to by the nurse.

5. When the Hospital posts a variable shift nurse position that requires rotating shifts, the Hospital will work to minimize the impact of such rotating position by communicating and collaborating with the nurse in the development of the nurse's schedule and will make every reasonable effort not to require nurses to rotate from days to nights (or vice versa) no more than once every two (2) pay periods.

6. Restrictions on weekend scheduling and all financial disincentives to scheduling weekend work will not apply (except for the weekend differential) pursuant to (Appendix A.07) when that schedule is part of the master schedule (see Appendix C).

F. Schedule Changes. Any mutually agreed upon changes within the nurse's FTE and at the request of the Hospital that are made after the schedule is posted to the nurse will be paid at a ten percent (10%) differential added to the nurse's regular rate. If the schedule is not agreed upon by the nurse, see Section 4.7. Mandatory Critical Shifts.

G. Scheduling for Education. A nurse finding it difficult to find adequate time away from patient care duties to complete mandatory education should inform their manager or supervisor. The nurse and the manager/supervisor will then work together to schedule a reasonable amount of paid time away from patient care, consistent with patient care needs, for the nurse to complete the education. This may include up to two (2) hours per month to complete required education modules remotely: overtime will not be incurred.

4.4 The Hospital shall provide adequate facilities for meals and breaks, including restrooms, lockers, and lactation accommodations.

4.5 Overtime.

A. A workday for overtime purposes will be calculated from the time a nurse begins work and will end twenty-four (24) hours following the start of that shift.

B. Overtime will be compensated at the rate of one and one-half (1.5) times the regular rate of pay for all time worked in excess of:

1. Thirty-six (36) hours in each workweek of seven (7) consecutive days, defined as Sunday 0000 (12:00 a.m.) to Saturday 2359 (11:59 pm), or

2. The nurse's scheduled shift of eight (8), nine (9), ten (10), or twelve (12) hours in a workday, except as defined at Article 4.5.C is defined as beginning with the start of the nurse's shift on that day worked unless nurse is attending meetings and education, in which case overtime begins after forty (40) hours in a workweek; or

3. For nurses on an eight-eighty (8/80) pay period, eight (8) hours in a workday, defined as above, or eighty (80) hours in a fourteen (14) day period, defined as Sunday 0000 (12:00 a.m.) to the second Saturday 2359 (11:59 p.m.), beginning with the first Sunday in a calendar year.

C. All overtime must be approved in advance by the supervisor except in case of emergency. Nurses who, according to their work rule, work in excess of their scheduled shift (e.g., shifts of eight (8), nine (9), ten (10), or twelve (12) hours) in a workday shall be paid time and one-half (1.5) premium pay for the time worked in excess of the nurse's shift. Nurses who work in excess of thirty-six (36) hours in a workweek (or forty (40) hours according to the nurse's work rule) shall be paid time and one-half (1.5) premium pay, except that straight time will be paid for hours thirty-six (36) to forty (40) to attend meetings and education.

D. If a nurse is required by the Hospital to work on a weekend that is not the nurse's regularly scheduled weekend and the nurse has worked at least one (1) full shift during the previous regularly scheduled weekend, then the nurse will receive pay at the rate of one and one- half (1.5) times their regular straight-time hourly rate.

E. The Hospital will not require nurses to work an unreasonable amount of overtime on a repetitive or continual basis. [

F. <u>Infusion Services Patient Coverage on the Weekends:</u> Nurses who are required to care for infusion patients on the weekend (Saturday and Sunday from or between the hours of 8:00 a.m. to 5:00 p.m.) will be paid for a minimum of two (2) hours or their actual hours worked beyond two (2) hours, whichever is greater, at one and a half (1.5) times their regular rate of pay.

4.6 **Pyramiding**. There shall be no pyramiding of time and one-half (1.5) and/or double- time premiums under this agreement. When a nurse qualifies for multiple premiums, the highest of the premiums will be paid. For example:

1. Under no circumstance will a nurse be paid a premium as described above of more than time and one half for the time worked on a holiday: a nurse who is placed on low census on a holiday and then called in to work will only receive one and a half (1.5) times their regular rate of pay.

2. A 0.9 FTE nurse who works their regularly scheduled shifts, one of which is a holiday, and who also works an additional shift during the same week will be paid one and a half (1.5) times their regular rate of pay for the holiday and one and a half (1.5) times their regular rate of pay for all time worked in excess of thirty-six (36) hours that week in addition to any differentials applicable to the additional shift (e.g., open shift, night, etc.).

4.7 **Mandatory Critical Shifts**.

A. Before requiring a nurse to work a mandatory critical shift (defined as a mandated shift that was not assigned to the nurse when the schedule was posted and has the potential to disrupt the operation of the Hospital if not filled), the Hospital will attempt to fill that shift using all other avenues (e.g. floating, open shift offers, partial shift recruitment, share care, and agency).

B. If all other avenues have been exhausted and a critical shift is necessary, the Hospital will notify the nurse of the mandatory critical shift assignment as soon as operationally feasible.

C. Mandatory critical shifts will be filled on a rotating basis starting in reverse seniority order, provided skill mix is maintained. This rotation will include per diem nurses.

D. The Union understands that the Hospital will not call a nurse in to work on a day off without good cause.

E. Mandatory critical shifts will be paid at a thirty percent (30%) differential and open shift premium in accordance with Appendix A.15.

F. Mandatory critical shifts should not become a pattern or common practice for a unit.

4.8 Low Census.

A. If the Hospital does not make all reasonable attempts to contact a nurse at least two (2) hours before the nurse is scheduled to start the shift and let them know that they are not needed for that shift on their operational unit, then the nurse has the following alternatives:

1. Be placed on call, be paid for the nurse's scheduled hours at the applicable call rate of pay per Appendix E and be paid for one quarter (0.25) of the nurse's scheduled hours at straight time pay.

2. To take an alternate staff position.

3. To take an alternate staff position for at least four (4) hours and then be placed on-call or take the time off without pay.

B. The nurse is required to be sure that the Hospital has a current address and phone number where they can be reached; failure to do so exempts the Hospital from this notification requirement.

C. In no event will pay pyramid under this section; For example, a 0.9 FTE nurse who has already worked their thirty-six (36) hours in a work week is scheduled for an open shift then placed on call and called back in will receive only time and one half plus open shift differential for the hours of call back.

D. A nurse who receives regular pay will not receive call pay for the same period.

E. A nurse may request approval from their supervisor to complete any pending HealthStream courses at straight time prior to being placed on low census.

F. On low-census days, the procedure set forth in A above will be followed. If the Hospital is repeatedly unable to utilize one or more nurses, the Hospital will rotate low census among nurses on the unit where the low census is occurring in the following order, provided the necessary skill mix is maintained (temporary nurses fall within the position they are filling):

1. Nurses receiving open shift incentive pay;
2. Volunteers;
3. Agency nurses hired for seven (7) days or less or share care nurses;
4. Per diem nurses;
5. Short hour nurses;
6. Both full-time and part-time nurses, and Long-term agency nurses hired for eight (8) days or greater.

G. A nurse who has previously volunteered for low census can be mandated to take low census provided that all other nurses on the unit and scheduled for that shift have already taken a voluntary low census shift.

H. A full-time or part-time or short-hour nurse may also agree to voluntarily, at the request of the Hospital, adjust their start or end time in order to avoid having to take low census and preserve their hours of work for that day. The parties agree that such voluntary adjustment of start or end times are not subject to the provisions of Section 4.3A & B.

I. No nurse will suffer a loss of benefits or tenure hours as a result of having their scheduled work hours reduced in accordance with this section.

J. A nurse's call turn will be counted as fulfilled when on call for at least one third (1/3) of that nurse's regularly scheduled shift, i.e. four (4) hours for twelve (12) hour shift. Open shift on call time will not count towards call turn rotations. In the event of a low census tie, the nurse to be sent home will be the nurse who has had the least amount of low census that pay period. If neither nurse has had low census that pay period, the previous most recent low census turn will be the determining date.

K. Mandatory Low Census Cap. Effective January 1, 2023, no nurse will be asked to take mandatory low census beyond a cap of one hundred seventy-six (176) hours (pro-rated based on FTE) in a rolling calendar year, and no more than one (1) shift per pay period for a full- time nurse. It is the joint responsibility of the nurse and their manager to track low census hours and inform one another that the cap on mandatory low census has been reached. To be eligible for the cap described above, a nurse must be willing to float to other hospital- based units. Nurses who volunteer to be placed on low census will not have those hours count towards the low census cap. Nurses who decline the option to float to another unit or do not accept another alternate assignment will then take

low census for their own unit and those hours will not count toward the low census cap. It is the responsibility of the unit-based and hospital-based staffing committees to review low census and float data and discuss the possibility of modifying the cap or further reducing the cap. The parties will annually meet to review low census data and discuss the possibility of modifying the cap and/or further reducing low census.

4.9 Nurses who reside greater than thirty (30) minutes from the Hospital and who work in a department that requires a thirty (30)-minute call-in response time will upon request be provided with accommodations. If conventional beds are not available, a hotel room will be provided. The Emergency Department, Operating Room, PACU and Family Birth Center are departments that require a thirty (30)-minute call-in response. All other departments require a sixty (60) minute call-in response. No nurse will receive any form of disciplinary action for arriving later than thirty (30) minutes after being called in during inclement weather or bridge work or closures.

ARTICLE 5 – HOLIDAYS

5.1 Nurses who work on these holidays will receive time and one-half (1.5) pay for all hours worked on the holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

5.2 Nurse who are on call during a holiday will be compensated at the rate of twelve dollars ($12.00) per hour.

5.3 It is agreed that holiday work will be determined within the unit-based staffing committee in accordance with Article 4.06.

5.4 All holidays, except for Independence Day and Thanksgiving Day, shall begin on the evening preceding the holiday at 1900 (7:00 p.m.) and continue to 1859 (6:50 p.m.) on the holiday. Independence Day begins on July 4th at 0700 (7:00 a.m.) and continues to 0659 (6:59 a.m.) on July 5th. Thanksgiving Day begins on the fourth Thursday of November at 0700 and continues to 0659 on the following day.

ARTICLE 6 – ANNUAL LEAVE

6.1 Annual leave benefits accrue for all full-time nurses as follows:

Continuous Service Time	Accrual Rate	Accrual Per year*
Less than 3 months	**0.0417 per hour**	**19.5****
Between 3 and 6 months	**0.0885 per hour**	**41.4****
After 6 months	**0.0940 per hour**	**176**
After 3 years	**0.1026 per hour**	**192**
After 6 years	**0.109 per hour**	**204**
After 9 years	**0.124 per hour**	**232**
After 14 years	**0.1325 per hour**	**248**
After 18 years	**0.1453 per hour**	**272**

A. *The number of hours in this column is based on an FTE 0.9 working 1,872 hours each year. Actual accrual is based on the number of hours worked and subject to the terms of this Agreement.

**These hours are for a three (3)-month accrual. All time accrued here is not available for use until it is dumped into the nurse's account after six months of employment.

B. Annual leaves accrues during Low Census.

C. Annual leave payments will be computed at the nurse's hourly rate of pay plus certification pay and shift differentials.

6.2 Annual leave is cumulative from the first (1st) day of employment. Annual leave may be carried over from one (1) year to the next. Carryover may not exceed the combined total of earned annual leave accrued on 7,488 hours worked.

A. When a part-time nurse becomes full-time, years of service will be calculated from the most recent date when the nurse began to work on a continuous part-time basis.

6.3 A nurse's unused accrued annual leave will be paid to the nurse upon termination of employment.

6.4 Annual leave requests may be submitted to the unit manager through the electronic timekeeping system. Requests may be submitted up to three-hundred and sixty-five (365) days in advance of the requested annual leave dates. So long as a proper request in writing to the immediate supervisor is made for annual leave time, preference in scheduling will be granted as follows: first come, first served, followed by seniority. A prior request by any nurse, however, once confirmed in writing by the immediate supervisor, may not be bumped by any other nurse. Nothing in this paragraph diminishes a nurse's obligation to work on holidays as assigned on a rotating basis under Article 5.02.

6.5 Each Unit Based Staffing Committee will define the minimum number of annual leave requests that will be approved per shift per day to ensure that minimum staffing requirements are met. The unit-based staffing committee may, subject to final management approval, develop a scheduling plan for approved leave that would be fair and equitable during peak leave requests (e.g. summer month) as long as operational needs are addressed.

6.6 Annual leave request will be responded to within thirty-one (31) days of submission. If the request maintains minimum staffing requirements, as defined by the Unit's Unit Based Staffing Committee, it will be approved. If the scheduler is unable to maintain the minimum staffing requirement, as defined by the Unit's Unit Based Staffing Committee, the request will be pending or denied. The nurse may follow up with the scheduler regarding a pending request (i.e. dates may need to shift to ensure adequate staffing). Pending requests will be approved or denied when the schedule for the requested time period is posted.

6.7 Annual Leave for units closed on a Holiday. Some units (Infusion/Oncology, Surgical Services, Short Stay, PACU, and Wound Care) are normally scheduled Monday through Friday and are closed (or standby only) on holidays recognized by this Agreement. Nurses who work in one of these units will not be required to use PTO to cover their regularly scheduled hours on a holiday that falls on a weekday or if they are assigned standby on the holiday.

ARTICLE 7 – SICK LEAVE

7.1

A. Each full-time nurse will accumulate sick leave at the rate of twelve (12) hours per month of employment with the Hospital, commencing with the first month of employment, up to a maximum of ninety-six (96) hours per year, until a maximum total of nine-hundred and sixty (960) hours of sick leave has been accumulated. A nurse may use accumulated sick leave after the nurse's date of hire.

B. Each part-time nurse will accumulate sick leave on a prorated basis calculated by hours worked (one-hundred and seventy-three (173) hours is equivalent to one month). A nurse may use accumulated sick leave after the nurse's date of hire.

7.2 Pay for sick leave will commence on the first day of an illness. Any nurse who has not purchased supplemental long-term disability insurance through the Hospital may at any time buy out any accumulated hours over four hundred (400) at a rate of thirty-five (35%) percent of the nurse's current hourly (straight-time) wage. Any nurse who has purchased supplemental long-term disability insurance through the Hospital may not buy out sick leave hours.

7.3 Sick leave credit will not accrue during leave of absence, layoff, absence from employment because of illness, or period of non-regular part-time employment, provided, however, that a nurse receiving sick leave who has worked more than seventy-two (72) hours during the month in which sick leave is used will nevertheless receive twelve (12) hours sick leave credit for that month.

7.4 The Hospital may require reasonable evidence of illness from the nurse's medical doctor as a condition of receiving sick leave benefits.

7.5 Sick leave benefits will be paid for illness due to complications of pregnancy or delivery or for parental leave cases.

7.6

A. Full-time and part-time nurses who have worked for the Hospital fewer than one-hundred and eighty (180) days or who work an average of twenty-four (24) hours per week or less at the time of the request (average for prior one-hundred and eighty (180) calendar days) may utilize up to the hourly equivalent of four accumulated sick leave days per year because of an illness of a member of the employee's immediate family as defined in Article 9.01 of this Agreement. If the leave requires the hourly equivalent of three (3) consecutive leave days, then the Hospital may require a physician's verification of the family member's illness before the commencement of the leave or within fifteen (15) days' notice to the Hospital of the leave. It is also understood that employees will be expected to work their regularly scheduled days immediately before and after taking annual leave in order to remain eligible for the family member sick leave utilization.

B. A request for family medical leave by a nurse who has been employed for one-hundred and eighty (180) days or more on the first day of a family medical leave of absence and who has averaged twenty-five (25) or more hours' work per week during the prior one-hundred and eighty (180) calendar days will be treated in accordance with applicable state and federal law. Such an employee may use up to four (4) days' accumulated sick leave per year for purposes covered by the family medical leave law.

7.7 The Hospital agrees to allow any nurse injured on the job who is unable to work a scheduled shift to receive sick leave benefits for all scheduled work hours for which workers' compensation does not reimburse the employee, to the extent that the employee has sufficient sick leave accumulated.

ARTICLE 8 – LEAVES OF ABSENCE

8.1 Personal Leave. The Hospital may grant a personal leave of absence without pay to any nurse who has completed one (1) year of service, if:

A. The absence of the nurse will not unduly interfere with the business or operational needs of the Hospital and the Hospital considers the reason for the leave justifiable.

B. A qualified replacement is reasonably available. If no qualified replacement is available, the Hospital may perform the operation in any manner it so chooses for the duration of the leave.

C. The leave is requested, in writing, at least two (2) weeks in advance, except in emergencies.

D. The leave is for a specified period not to exceed ninety (90) calendar days in duration.

8.2 Temporary Disability Leave – (Non-Occupational). Any nurse who has completed one (1) year of service or is eligible under state and federal laws will be granted a temporary disability (medical) leave of absence, if:

A. The leave is for a non-occupational illness or injury, including illness or injury resulting from a pregnancy, and the nurse is physically or mentally unable to report for work.

B. The leave is requested, in writing, at least two (2) weeks in advance, except in emergencies.

C. The leave does not exceed six (6) calendar months in duration unless necessary to allow reasonable accommodation without undue hardship. In all cases of temporary disability leave of absence, except pregnancy, the nurse shall, upon request of the Hospital submit a release to return to work from a health care provider.

8.3 Parental Leaves of Absence:

A. **Parental Leave**. The Hospital shall grant a parental leave of absence after the birth or adoption of a child without pay to any nurse who has worked at least ninety (90) days, if:

1. The leave does not exceed six (6) calendar months in duration.

2. The nurse notifies the Hospital of expected date of delivery, adoption, or foster placement as certified by the employee's physician.

3. The leave is requested as far in advance as reasonably and practically possible and, if need for the leave is anticipated, at least thirty (30) days in advance.

If an emergency exists, additional leave beyond the originally granted leave may be requested as long as the total parental leave of absence does not extend beyond six (6) months.

4. **Pregnancy Accommodation**. Consistent with Oregon and federal law, the Hospital will provide reasonable accommodation for known limitations related to pregnancy, childbirth, or related medical conditions, absent undue hardship.

8.4 Disability Leave (Occupational):

A. Any nurse who has incurred a compensable on-the-job injury will be granted a leave of absence and reinstatement in accordance with state or federal law, except as modified in this article.

B. All disability leaves of absence for occupational illness or injuries will be limited to the maximum total provided by state law. A nurse who does not return to work within this maximum time period as a result of an occupational injury or illness will lose all seniority and the rights and benefits it confers.

8.5 During the term of a properly authorized leave of absence, a nurse will not lose previously accrued benefits or seniority as provided in this Agreement. Any revisions to nurses' seniority made in 2020 will be reverted to the nurses' original seniority dates; however, no decisions based on such revised seniority dates will be reversed.

8.6 **Reinstatement**:

A. Any nurse on an approved leave of absence will be entitled to reinstatement in accordance with applicable state or federal law.

B. A nurse returning from a leave of absence shall advise the Hospital of their expected date of return at least two (2) weeks prior to that expected date of return. A nurse who decides not to return to their former job classification shall notify the Hospital in writing at least thirty (30) days prior to the scheduled date of return.

8.7 If a nurse wishes to retain insurance coverage while on an authorized federal family and medical leave of absence, the Hospital will continue to pay its portion of the group health insurance benefits, if any, and the nurse must continue to pay their share. If a nurse wishes to retain insurance coverage while on an authorized state family medical, pregnancy, or parental leave, the nurse must pay the required premiums necessary for continued Hospital medical-dental insurance coverage. This Article 8.7 applies to all leaves.

8.8 Whenever a nurse is entitled to any type of leave governed by state or federal law, the nurse will be entitled to, at a minimum, the amount of leave required under the law. If this contract provides for additional leave, the terms of this contract will govern.

ARTICLE 9 – BEREAVEMENT LEAVE

9.1 After six (6) months of employment, a full- or part-time nurse working in an established scheduled position who has experienced a death in the family will be granted up to a defined number of regularly scheduled workdays off with pay. Up to five (5) regularly scheduled workdays will be granted with pay because of the death of a spouse or child (including foster- and stepchild). Up to three (3) regularly scheduled workdays will be granted with pay because of a death of a member of the nurse's immediate family. "Immediate family" for this purpose is defined as the parent, grandparent, mother-in-law, father-in-law, spouse, grandchild, sister, or brother of the nurse; parent, or sibling of the nurse's spouse; spouse of the nurse's child; the parent of the nurse's minor child; or the person whose association with the nurse was, at the time of death, equivalent to any of these relationships.

Nurses may be eligible for additional bereavement leave pursuant to the Oregon Family Leave Act ("OFLA"). Nurses who do not qualify for bereavement leave under OFLA but who need additional time off related to a death in the family are encouraged to request personal leave pursuant to Article 8.

ARTICLE 10 – JURY DUTY

10.1 A nurse who is required to report for jury service will be paid the difference between the nurse's combined regular straight time pay, certifications, and differentials, and the jury duty pay the nurse received, not to exceed ten (10) days per calendar year.

10.2 **Witness Leave**. Nurses who are requested to appear as a witness in a court case regarding Hospital business during their normal time off duty will be compensated for the time spent in connection with such an appearance in accordance with this Agreement. The nurse will notify their manager of the need for witness leave as soon as practicable.

ARTICLE 11 – EDUCATIONAL/PROFESSIONAL LEAVE

11.1 Educational Leave:

A. Unpaid Education Leave. Nurses may request unpaid leaves of absence to attend professional activities such as, but not necessarily limited to, educational workshops, seminars, continuing education courses, and participation in bona fide activities of the Association. Such requests will be given equitable consideration and may be granted at the sole discretion of management.

B. Paid Education Leave:

1. After completing one (1) year of service from the date of employment, each nurse will be eligible for paid educational leave of twenty-four (24) hours per year. After completing one calendar year of service from the date of employment, each part-time nurse will be eligible for paid educational leave at the rate above, prorated based on the number of hours that the nurse normally works.

2. Educational leave must be for bona fide nursing education including college course work in nursing that will benefit both the Hospital nursing staff and the nurse. The nurse shall be prepared to make a written or oral presentation regarding their educational experience to the nursing staff at the completion of their educational leave.

3. Compensation will be made for registration fees, travel, meals, and lodging. Up to a maximum of one thousand ($1,000) annually per nurse. Reimbursement will be made after proof of successful completion is submitted to the Hospital.

4. This leave can include, but is not limited to, workshops, seminars, conferences, and professional Association activities that will benefit the Hospital, the nurse, and the profession. Educational leave will be subject to the final approval of the Hospital.

5. Eligibility for paid educational leave will be dependent on the nurse participating in at least eighty percent (80%) of the department meetings and in-services that have been designated as "required" by the nurse's department manager. Mandatory or “required” meetings shall be posted on the schedule per Article 4. If a nurse is on duty during the presentation of a department meeting or required in-service and cannot be relieved to attend or if the nurse has an excused absence, the nurse will receive credit toward the eighty percent (80%) requirement, as long as the nurse reads and initials a copy of the minutes of the missed meeting or in-service. In implementing this requirement, the Hospital will count only in-services scheduled after the date of ratification of this Agreement or the nurse's date of hire, whichever is later. The percentage calculation described in this paragraph will be based on the prior calendar year. The Hospital will post in-service opportunities at least two (2) weeks in advance and will schedule alternative dates for each in-service in order to increase a nurse's opportunity to attend. In-services falling within the above requirement will be designated as "required" at the time of posting.

C. Tuition Reimbursement. Regular full-time and regular part-time nurses who have completed their probationary period may participate in the Hospital’s tuition reimbursement program offered to a majority of the Hospitals employees, in accordance with its terms.

- Up to five thousand two hundred and fifty dollars ($5,250) a year for eligible full-time caregivers.
- Up to two thousand six hundred and twenty five dollars ($2,625) a year for eligible part-time caregivers.

Tuition can be used toward:

- Clinical, professional, or technical certificates.
- Certifications or re-certifications that enhance practice in the current role.

- Continuing education programs (Continuing Medical (“CM”) and Continuing Education Units (“CEUs”) expressly for the purpose of certification or recertification.
- Degree-related (i.e., GED, Bachelor’s, Master’s. Doctorate) course that must be taken from an accredited school.

If a nurse voluntarily quits Hospital employment within one (1) year of the date of the tuition reimbursement, the nurse will refund to the hospital the reimbursement amount. If the reimbursement amount is more than five percent (5%) of the nurse’s paycheck, the nurse will have the choice to be able to work out a mutually agreeable payment plan with the Hospital.

D. Nothing precludes the Hospital from assigning any nurse to educational leave at the Hospital's expense. When educational leave of more than forty (40) hours occurs because (1) it is at the request of the Hospital or (2) it is granted in order to accommodate the nurse's request, then the following will apply: The Hospital may require written agreement by the nurse that the nurse will continue working for the Hospital for at least nine (9) months after the training is completed. In the event that a nurse should breach this agreement, the Hospital may deduct the cost of the training on a pro rata basis with one-ninth ($1/9^{th}$) forgiven after each month worked. For example, if the nurse quits one (1) month and twenty (20) days after completing the training, they lose from the final pay eight-ninths ($8/9^{th}$) of the cost of the training.

11.2 Professional Leave. After one (1) year of continuous employment, professional leave for study, not to exceed one calendar year, will be granted without pay for full-time nurses.

ARTICLE 12 – SENIORITY AND LAYOFF

12.1 For nurses that are hired in a RN position prior to January 1, 2018 the following applies: "Seniority" means length of continuous service (calculated from the first date of employment with the Hospital in any capacity). For purposes of this section only notwithstanding Section 2.1, “employment with the Hospital” shall include any employment at any Providence Health and Services Facility location in the Columbia Gorge Service Area.

12.2 For Nurses hired on January 1, 2018 for thirty (30) days after ratification of the negotiated 2022 collectively bargained agreement (November 20, 2022), the following applies: Seniority means length of continuous service calculated from hire date into a nursing position (RN, LPN, CNA) with the Hospital at any Providence Health and Services location in the Columbia Gorge Service Area.

12.3 Nurses hired thirty (30) days after ratification of the negotiated of November 20, 2022, seniority means length of continuous service as a registered nurse in the bargaining unit, based on calendar days from the most recent date of hire in the bargaining unit.

12.4 The Hospital will provide ONA a seniority list within thirty (30) days of the ratification this contract. The employer will annually provide an updated seniority list. The list will incorporate all currently employed nurses in the bargaining unit. In the event, two (2) or more nurses have the same amount of seniority, the cutting of a standard deck of cards (Aces high) will break the tie with the high card determining the most senior nurse.

12.5 A nurse will lose all seniority rights and the employment relationship will be terminated for any of the following reasons:

A. If the nurse quits for any reason and is not rehired within one (1) year of the resignation date.

B. If the nurse is discharged for just cause.

C. If the Hospital discontinues or transfers operations.

D. If the nurse is absent for three (3) consecutive working days without notifying the Hospital unless the nurse has a valid reason. Valid reason is limited to a circumstance in which it is impossible for the nurse to notify the Hospital or to cause someone else to notify the Hospital on their behalf. For instance, having amnesia or being kidnapped would constitute a valid reason if the nurse were unable to notify the Hospital; being imprisoned would not constitute a valid reason because the nurse could get word to the Hospital.

E. If the nurse fails to notify the Hospital within five (5) workdays after receiving notice of recall from the Hospital of their intention to return to work or fails to report for work after receiving notice of recall from the Hospital sent to the nurse's last address on file with the Hospital.

F. If the nurse is laid off for a period exceeding the nurse's length of service or twelve (12) months, whichever is less.

G. If the nurse is laid off before completing the newly hired period.

H. If the nurse falsifies the reasons for a leave of absence.

12.6 Insofar as the efficient operation of the Hospital allows, and consistent with patient-care needs, the Hospital will exercise its best efforts to avoid laying off (temporarily or permanently) any nurse for lack of work. In situations requiring a reduction in work force, the Hospital will normally first equitably reduce the work force in accordance with the provisions of Article 4.7(A) for low-census days.

12.7 If the Hospital believes it necessary to reduce the nurses' work force through an actual layoff of nurses, the Hospital will give the Association a minimum of 45 days’ notice detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions and provide an updated seniority

list. The Hospital will provide the Association with a list of open RN positions at the Hospital and, at the request of the Association, at any other Providence facilities within Oregon. An “open position” is any position for which the facility is still accepting applications. Upon notice to the Association, representatives of the Hospital and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs, reduction of the scheduling of intermittently employed nurses, conversion from regular nurse status to an intermittently employed nurse and FTE reductions (full-time nurses going to part-time status). The Hospital will consider the options suggested by the Association but will not be required to implement the suggested options.

12.8 Layoff will occur on any unit deemed necessary by the Hospital starting with volunteers, temporary nurses, agency nurses if any, then the nurse or nurses with the lowest seniority. Volunteers for layoff who would not otherwise have been selected based on their seniority will be offered severance benefits; such benefits will be offered at the level of seventy-five percent (75%) of the benefit available to non-represented employees based on the Hospital’s severance policy then in effect. Layoffs may require shift reassignments and part-time to full-time changes among remaining nurses, and a nurse who declines may be laid off not withstanding section 12.9.

12.9 Recall from layoff will be departmental in inverse order of layoff. Nurses on the layoff list shall have the right of one (1) refusal to an appropriate open position. A second refusal will constitute the nurse’s removal from the layoff list. The Hospital will inform other employers within Providence-Oregon of the existence of the reduction in force, and request that they consider hiring the impacted nurses, if any, for any open position.

All layoff and recall will be considered within a unit on a seniority basis unless a less senior nurse is substantially better qualified. In addition, by order of seniority, laid-off nurses will have rights to recall in other units for which they are qualified ahead of new hires. Such a nurse will retain seniority rights in the unit from which the nurse was laid off. A nurse's recall rights shall end after one year.

ARTICLE 13 – JOB BIDDING

13.1

A. Intradepartmental Transfers will be completed in the following order:

1. Open positions will be offered within the unit to the most senior regularly scheduled full time and part time nurse who has completed their probationary period where the position is posted per Appendix C, Section H. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application.

2. If no such nurse is in the unit as described as above in A.1, a per diem nurse who has completed their probationary period where the position is posted per Appendix C, Section H. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application.

3. If no such nurse is in the unit as described above in A.2, the senior float nurse in the unit, who as completed their probationary period and has regularly floated in the unit and has completed unit competencies in the department where the position is posted and per Appendix C, Section H. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application.

If there is no such nurse applicant on the unit as described in A.3, then the position will be posted according to Section B listed below.

B. Interdepartmental Transfers.

1. A nurse is encouraged to communicate with their manager regarding a nurse's desire to move to a different nursing unit within the Hospital. The nurse's manager will not prohibit a nurse from making or requesting an otherwise permitted transfer, and the provisions of job bidding will apply regarding such transfer requests.

2. If a vacancy is not filled through an interdepartmental transfer, the Hospital will post permanent vacancies online as they occur at least seven (7) calendar days prior to filling each position. If the Hospital elects to post a temporary vacancy, it must be posted at least seven (7) calendar days prior to filling the position.

3. When hiring an internal candidate to a new unit, the Hospital shall offer the job to the most qualified nurse, based on factors including whether the nurse meets both required and preferred qualifications as set forth in the job description, history of job performance, and the nurse's performance in the selection and interview process (which will include bargaining unit members). The Hospital and the interview committee will objectively determine the most qualified RN according to the above standards. In the event two (2) or more candidates' qualifications are substantially equal, the position will be awarded on the basis of seniority. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application. The same standards are applied to fellowship opportunities.

4. Placement. The Hospital will place the nurse in their new position no later than ten (10) weeks after the date the nurse is notified of selection.

13.2 A per diem or part-time nurse, other than one employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months, who regularly works the equivalent of a part-time or full-time nurse for such six (6) month period may request reclassification to part-time or full-time status consistent with such hours worked. In the event of a request under such circumstances, the position will be posted pursuant to this Article.

ARTICLE 14 – EMPLOYMENT STATUS AND DISCIPLINE

14.1 The Hospital has the right to hire, promote, and transfer and to discipline, suspend, and discharge for just cause. A nurse covered by this contract who feels they have been suspended, disciplined, or terminated without just cause may present a grievance for consideration under the grievance procedure.

14.2 A nurse employed by the Hospital will not become a regular employee until they have been continuously employed for one-hundred and eighty (180) days.

14.3 All nurses shall give the Hospital not less than fourteen (14) calendar days' written notice of intended resignation.

14.4 The Hospital shall give any nurse twenty (20) calendar days' written notice of the termination of the nurse's employment, or if less notice is given, then the difference between twenty (20) working days and the number of calendar days of advance notice herein required will be paid to the nurse at their regular rate of pay, the number of hours regularly worked per working day. No such advance notice or pay in lieu thereof will be required, however, for nurses who are discharged for violation of professional nursing ethics or other just causes.

14.5 Upon the termination of their employment, and upon request, a nurse will be granted an interview with the Chief Nursing Officer or designee.

14.6 Discipline/Corrective Action.

A. Investigatory Meetings under the Weingarten rule. A nurse has the right to request a representative of the Union be present for an interview by the Hospital as part of an investigation that might lead to discipline of that nurse. The Weingarten rule does not apply for other type of meeting (e.g., a meeting where the Hospital is notifying the nurse of a disciplinary decision, a coaching meeting).

B. Discipline. The Hospital shall have the right to suspend, discharge and discipline nurses for just cause. Disciplinary action may include verbal warning, written warning, or discharge. These forms of discipline will normally be used progressively, but the Hospital may bypass one or more of the steps consistent with the principles of just cause. When determining the level of discipline, the Hospital will consider the nature of the offense and the time periods between offenses in determining the level of discipline. Disciplinary action will be conveyed in a private manner.

C. After two (2) years, if no further disciplinary action is applied, the Registered nurse may submit a written request seeking that written disciplinary notices be removed from their Human Resource file and placed in an inactive discipline section of their file. Any removal of material from the Human Resource file shall be at the sole discretion of the Chief Nursing Officer and the Human Resources Business Partner.

14.7 Attendance. The parties acknowledge the importance of Registered nurses arriving to work on time and that reliable attendance is critical to ensuring care for the Hospital's patients and for good teamwork in the department. Nurses are expected to be ready for work at the start of their shift. Registered nurses are expected not to exceed five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period. Absences protected by state and/or federal law are not counted as occurrences under the Hospital's attendance policy. Each unit-based staffing committee will, subject to manager approval, determine the unit's definition of "tardy." The definition will be provided to the unit in writing.

ARTICLE 15 – PROFESSIONAL PATIENT-CARE COMMITTEE

15.1 A Professional Patient-Care Committee will be established at the Hospital. The Hospital recognizes the responsibility of the Professional Patient-Care Committee to objectively recommend measures to improve patient care, will duly consider such recommendations, and will report any action taken to the Professional Patient-Care Committee.

15.2 The objectives of the Professional Patient-Care Committee are:

A. To consider constructively the practice of nurses;

B. To work constructively for the improvement of patient care and nursing practice;

C. To recommend to the Hospital ways and means to improve patient care and assist in implementing any recommended changes; and

D. To exclude from any discussion matters involving contract grievances or interpretation of this Agreement.

15.3 The Professional Patient-Care Committee is to be composed of four (4) registered nurses employed at the Hospital and covered by this Agreement. The Committee members will be elected by the registered nurse staff at the Hospital.

15.4 The Professional Patient-Care Committee will schedule regular meetings not to exceed one (1) meeting per month. Each Committee member will be entitled to two (2) paid hours per month at their regular straight-time rate for the purpose of attending Committee meetings. The meetings are to be scheduled so as not to conflict with routine tasks.

The Professional Patient-Care Committee shall prepare an agenda and keep minutes of all meetings, copies of which will be provided to the Associate Administrator/Patient Services, the Hospital Administrator, and the Association.

15.5 The Hospital may request special meetings with the Professional Patient-Care Committee, but such meetings are not to take the place of the regularly scheduled meetings of the Committee.

15.6 The Professional Patient-Care Committee may request meetings with the Hospital to discuss nurse staffing problems if, in the opinion of the Committee, a critical nurse staffing shortage affecting the nursing care of patients exists or constructive improvement relating to utilization of personnel should be considered, including the establishment of clinical classifications. At the request of the Committee, a representative of the Association may be in attendance at such a meeting. Recommendations will be given due consideration by the Hospital Administrator but will not be binding on the Hospital unless mutually agreed.

15.7 Recommendations presented in writing by the Committee will be responded to in writing by the Associate Administrator/Patient Services or the Hospital Administrator, whichever is appropriate.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

16.1 The Hospital agrees to maintain a continuing in-service educational program for all nurses covered by this Agreement. If a nurse is required by the Hospital to attend in-service educational functions outside of the nurse's normal shift, compensation will be at the straight-time established rate of pay.

16.2 As a condition of employment, nurses covered by this Agreement will be required to participate in a minimum of eight (8) hours per year of in-service education.

16.3 Notice of in-service educational programs will be posted two (2) weeks in advance in each nursing unit when possible.

16.4 An In-service Advisory Committee composed of three (3) nurses elected by the general unit shall function in an advisory capacity to the designated in-service coordinator in planning all in-service programs.

16.5 The Hospital shall provide a written evaluation of each nurse covered by this Agreement at least once (1) per year for the purpose of encouraging professional development. The evaluation will be performed by the nurse's immediate supervisor.

ARTICLE 17 – UNION BUSINESS

17.1 Duly authorized representatives of the Union will be permitted at all reasonable times to enter the facilities operated by the Hospital for the purpose of transacting Union business and observing conditions under which nurses are employed; provided, however, that the Union's representatives shall, upon arrival at the Hospital, notify the Hospital Administrator or designee of the intent to transact Union business. Transaction of any business is to be conducted in an appropriate location subject to the general Hospital and clinic rules applicable to nonemployees and is not to interfere with the work of the employees.

17.2 **Negotiations**. The members of the Union negotiating team and their managers will work together in good faith to adjust the negotiation team's schedules to accommodate negotiations, including arranging for schedule trades, unpaid time off or paid time off using annual leave, provided that such accommodations maintain proper patient care.

17.3 The Union shall be permitted to post notices related to activities of the Union on one 2' x 2' bulletin board in a place of mutual agreement on each floor of the north wing where patient care is provided. The bulletin boards are for the exclusive use of the Union.

ARTICLE 18 – GRIEVANCE/ARBITRATION

18.1 A nurse who believes that the Hospital has violated provisions of this Agreement is encouraged and expected to discuss the matter with the nurse's manager before undertaking the following steps. A grievance shall be presented exclusively in accordance with this Article beginning with the Step one (1) procedure set out at Article 18 within fourteen (14) calendar days of the occurrence ("occurrence" is defined as the time when the alleged violation first became known to the nurse or the Union) that gave rise to the grievance and must be processed in accordance with the following steps, time limits, and conditions herein set forth. If the Hospital fails to give a written response to the grievance within the time limit specified, the grievance may be immediately processed to the next step. If the Union or nurse fails to process a grievance in a timely manner or fails to observe the time limits or procedural requirements so specified herein, the grievance will be deemed to have been dropped by the Union or nurse and may not be resubmitted. Any deadline may be extended by express written agreement of both the Hospital and the Union. If anyone other than the personnel expressly identified below will attend any grievance meeting, this information must be communicated to the other party at least three working days before the meeting. During a nurse's probationary period, the nurse may present grievances under this Article to the same extent as a nurse, except that the question of a probationary nurse's continued employment shall be determined exclusively by the Hospital and shall not be subject to this Article.

18.2 Grievances may, at the discretion of the Hospital, be processed during working time or non-work time. Nurses will be paid for the time spent with hospital management/human resources to process the grievance. If the grievance is processed during the nurse's non-work time, payment will be at the nurse's non-working time, payment will be at the nurse's straight time rate only and will not be counted forward the calculation of overtime or any other premium.

18.3 These procedures can be extended by the mutual agreement of the parties.

18.4 **Step 1**. Within the first fourteen (14) calendar days after the occurrence, the nurse shall first take up the grievance in writing and clearly marked as a grievance with the nurse's immediate supervisor or, if the immediate supervisor is unavailable during the allotted time, with the nurse's next higher supervisor. If the aggrieved nurse requests representation, a unit representative, delegate, steward or union representative will be allowed to be present for the grievance meeting. The meeting is to be set at a time within fourteen (14) calendar days of when the grievance is received by the Hospital and will be of mutual convenience to be set by the supervisor. If the grievance is not settled or dropped pursuant to the meeting, the supervisor shall, within fourteen (14) calendar days after the meeting ends, give a written answer to the grievant and email a copy to the union steward or Union representative.

18.5 **Step 2**. If the grievance is not settled in Step 1, the nurse may appeal it by giving written notice of appeal within fourteen (14) calendar days of receipt of the supervisor's written answer to the Chief Nursing Officer who shall discuss the matter with the nurse within fourteen (14) calendar days of the appeal. The meeting will be set at a time of mutual convenience set the Chief Nursing Officer. The Chief Nursing Officer shall give a written answer within fourteen (14) calendar days after the close of the discussion and mail a copy to the union steward or Union representative.

The Union may initiate a grievance at Step 2 if the grievance negatively affects five (5) or more nurses or negatives affects two (2) or more nurses from different work units.

18.6 **Step 3**. If the grievance is not settled in Step 2, the Union or grievant may appeal it by giving written notice of appeal to the Chief Executive within fourteen (14) calendar days after receipt of the Chief Nursing Officer answer. The Chief Executive shall discuss the matter with the union steward or Union representative within fourteen (14) calendar days of the appeal. The Chief

Executive shall give a written answer within fourteen (14) calendar days after the close of the discussion.

18.7 **Step 4**. If the grievance is not settled in Step 3, it may be appealed to arbitration by a written notice given by the Union to the Hospital within fourteen (14) calendar days after receipt of the written answer by the Hospital representative at Step 3.

18.8 If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any of the provisions of this Agreement, then either party may, upon written demand given to the other party within fourteen (14) calendar days after the Hospital's answer in the last step, submit the dispute or grievance to arbitration as follows:

A. The Hospital and the Union will attempt to select an arbitrator from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. If an arbitrator cannot be agreed upon, the parties will follow the American Arbitration Union's procedures for selecting one (1).

B. The arbitrator's authority shall be limited to making a decision in accordance with the terms of this Agreement only. The arbitrator shall not have authority to add to, take from, or modify any of the provisions of this Agreement.

C. The cost of the arbitration is to be borne by the losing party. Any other expenses such as wages, fees, and living and traveling expenses of representatives or witnesses must be paid by the party incurring those expenses.

D. The arbitrator shall render their decision within thirty (30) days after the grievance is submitted to them, unless the parties by mutual agreement extend that time limit.

E. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE 19 – HEALTH AND WELFARE

19.1 Laboratory examinations, when indicated because of exposure to communicable diseases at work, will be provided by Hospital, without cost to the nurse. Once each calendar year, the Hospital will provide a routine blood examination (CBC) if medically necessary and ordered by a physician, at no cost to the nurse.

When expressly permitted by statute or regulation, the Hospital will disclose positive HIV results of patients to all nurses involved in the care of such patients. The Hospital shall also grant at no cost to the nurse HIV tests of the nurse as soon as practicable after the nurse informs the Hospital that they believe that they may have been exposed to the AIDS virus in the course of their duties. At the request of the nurse, subsequent tests will be offered at six (6) weeks, twelve (12) weeks, six (6) months, and one (1) year following the potential exposure to the AIDS virus. In addition, a nurse may request any treatment recommended by the Federal Centers for Disease Control, a department of Health and Human Services (the "CDC").

The Hospital agrees to pay for testing for and immunization against HBV for nurses who request it in accordance with the guidelines from the CDC.

To meet potential infectious exposures, the Hospital shall also make available at all times adequate face protection, full-length plastic aprons, and high-quality surgical gloves, and nurses shall use adequate protection in accordance with the guidelines regarding personal protective equipment published by the CDC.

19.2 The Union will work with the Hospital in establishing health standards for employment.

19.3 Each regular full-time nurse and regular part-time nurse may participate in the Hospital’s flexible health-and-welfare benefits program offered to a majority of the Hospital’s employees who are not in a bargaining unit, in accordance with its terms. Relief, on-call, and temporary nurses are not

eligible to participate in the program. From the program, nurses may select: (1) medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan) and, (2) dental coverage, (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care reimbursement account, (7) day care reimbursement account (8) long term disability coverage, (9) short term disability, and (10) vision coverage. The Hospital will offer all such benefits directly or through insurance carriers selected by the Plan.

19.4 Nurses will participate in the plan, as offered to the majority of the Hospital's non-represented employees.

In 2025, 2026, and 2027 medical plan premiums shall not be increased by more than nine percent (9%) on a blended average basis, meaning for some categories the increases may be greater than nine percent (9%) and other less than nine percent (9%).

19.5 The Hospital will make available optional long-term disability policy that covers the nurses' income up to at least sixty percent (60%) and begins paying benefits after no more than one-hundred and eighty (180) days of absence from work.

19.6 The Hospital will make available the pharmacy discount that is available to the majority of the Hospital's non-represented employees. This discount will apply only to purchases permitted by law for nurses and their dependent immediate family members.

19.7 Nurses agree to drug, and alcohol testing as set forth at Appendix B.

19.8 Affordable Care Act.

A. The Hospital will comply with the provisions of the Affordable Care Act (ACA) which, require employers to offer medical insurance to employees who qualify by working a certain number of hours over a particular measurement period. The Hospital will offer such medical insurance to such qualifying nurses on the same basis that it does the majority of the Hospital's qualifying non-represented employees.

B. The parties acknowledge that the Hospital may be required by law to make changes to its medical plan design to comply with the Affordable Care Act or other applicable laws or regulations. The parties agree that the Hospital does not have an obligation to bargain over such changes. The Union may request interim bargaining over the impact of such changes and the employer would be obligated to bargain in good faith over the impact of such changes.

ARTICLE 20 – MANAGEMENT RIGHTS

20.1 Except as expressly abridged by a specific provision of this Agreement, the following are sole and exclusive rights of the Hospital: the management of the Hospital; the direction and control of the work force; the right to determine the means, methods, processes, materials, and schedules of operation; the right to alter, rearrange, change, extend, curtail, or discontinue the Hospital's operation, partially or completely; the right to determine the location of the Hospital's business; the right to determine the size and assignment of the Hospital's work force; the right to contract and subcontract for material, services, supplies, and equipment; the right to establish standards of performance and to determine whether any individual meets those standards; the right to establish and amend Hospital rules and regulations and require employees to observe them, as long as the rules and regulations do not amend the intent of any other provisions of this Agreement; and the right to suspend, demote, discipline, and discharge employees for just cause.

20.2 The foregoing enumeration of rights are not intended to be all-inclusive but are intended to be representative of the type of rights normally inherent to the Hospital. The Hospital's not exercising rights, powers, authority, and function reserved to it or its exercising them in a particular way is not to be deemed a waiver of those rights, powers or authority.

20.3 The Union recognizes this Agreement to be the minimum standard of employment. This Agreement should not be construed to limit management's right to compensate nurses over and above the specifications in this Agreement. The Hospital will inform the Union representative, however, of any application of this section when requested by the Union, but no more often than every six (6) months.

ARTICLE 21 – DURATION OF AGREEMENT

21.1 This Agreement will become effective upon ratification and will remain in full force and effect through March 31, 2027, and from year to year thereafter unless modified, amended, or terminated in accordance with the following provisions.

21.2 If either party wishes to modify or amend any provision of this Agreement or to terminate this Agreement, as of March 31, 2027, or any subsequent anniversary date, notice of desire to modify, amend, or terminate this Agreement must be given by certified mail to the other party not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to March 31, 2027, or any subsequent anniversary date.

21.3 If notice to modify or amend has been given, as provided above, and if the Union gives proper notice pursuant to Section 8(g) of the Labor Management Relations Act, as amended, and if no agreement has been reached by the expiration date of this Agreement, this Agreement will be considered terminated by the parties.

21.4 It is agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining; and that this Agreement incorporates the parties' full and complete understanding, superseding and invalidating any previous commitments of any kind, oral or written, and all prior employee and union rights and benefits not specifically incorporated in this Agreement. The specific provisions of this Agreement are the sole source of any rights that the Union or any member of this bargaining unit has to raise a grievance against the Hospital.

ARTICLE 22 – SEPARABILITY

If any provision of this Agreement is at any time declared invalid or inoperative by any court of competent jurisdiction or through government regulations or decree, that decision will invalidate only the provisions involved, not the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

ARTICLE 23 – SUCCESSORS

If the Hospital shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which transfers in whole or in part the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of the Agreement. The Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any organization with which it seeks to make such an agreement as aforementioned, and if such notice is so given Hospital shall have no further obligations hereunder from the date of take-over.

ARTICLE 24 – NO STRIKE -- NO LOCKOUT

24.1 Neither the Union nor any of its agents or members will during the term of this Agreement cause, permit, threaten, or participate in any strike, sympathy strike, walkout, slowdown, boycott, picketing, refusal to work, or any other work stoppage at the Hospital. The Hospital agrees that it will not lock out nurses during the term of this Agreement.

24.2 The Hospital retains the right to discharge or otherwise discipline nurses who participate in any activity listed in Article 24.1. The Union shall have the right to file a grievance; however, the sole issue of such grievance shall be limited to whether or not such nurses participated in the prohibited activity.

Article 25 – Workplace Safety and Technology

A. General. The Hospital recognizes it is subject to federal and state laws, as well as professional and regulatory standards for use of medical and safety equipment. The Hospital commits to making good faith efforts toward ensuring appropriate medical and safety equipment is available based on patient care requirements and nurse health protections, and to working on improvements to the overall safety of our nurses.

Clinical technology is intended to compliment a registered nurse's clinical judgment in the assessment, evaluation, planning, and implementation of care. It is understood that technology and equipment decisions fall under management rights and responsibilities and are the sole discretion of the Hospital.

B. Safety Protection and Devices. Appropriate safety devices and required personal protective equipment shall be provided by the Hospital for all registered nurses engaged in work where such items are necessary to meet the requirements of applicable laws, regulations, and policies. Registered nurses must use such items in accordance with Hospital policies.

C. Mutual Responsibility. Registered nurses and leadership personnel recognize they have a mutual responsibility for promoting safety and health regulations and complying with health and safety practices. These shall include but not be limited to the following:

1. Adherence to Hospital policies and procedures.

2. Proper use of personal protective equipment and safety devices.

3. Use of equipment according to manufacturer's instructions for use (IFU) or in accordance with state and national guidelines and standards.

4. Use of mechanical safegards.

5. Following known safety practices.

D. Nurse Input into Equipment and Technology. Registered nurses who have concerns about safety, technology and/or equipment should escalate via the chain of command. These concerns may require urgent resolution or may also be appropriate to refer to the Unit Based Practice Council.

1. When feasible, registered nurses shall be given the opportunity to provide input whenever new technology affecting the delivery of nursing care is being considered.

2. Registered nurses are encouraged to identify deficits, malfunctions, and/or outdated equipment and bring proposals for new equipment or optimization of current equipment to the nurse leader of the Nursing Unit.

3. After having first escalated the matter through their chain of command, ongoing house-wide concerns regarding equipment may be brought to the Nurse Task Force Committee.

E. Workplace Concerns.

1. A registered nurse who has workplace concerns related to their personal health status should inform their core leader immediately.

2. A registered nurse who has concerns about their workplace environment or safety shall follow their chain of command and escalate as needed for review and/or resolution.

3. In rare instances, when the initial chain of command (e.g., core leader) fails to resolve a concern about their workplace environment or safety, including the care of a patient with a communicable disease, the Registered nurse will continue escalation of the matter to their house supervisor and lastly to the Chief Nursing Officer. The Hospital will work in good faith to resolve the concern, which may include other

resources, education/training, safety measures, or another reasonable solution, which may include a modified or changed assignment.

F. Exposure to a Communicable Disease in the Workplace. If a registered nurse is exposed to a communicable disease due to a work interaction with an infected patient, visitor, or coworker and is determined by Caregiver Health to have had a high-risk exposure to a disease that would require immunization, testing, or treatment, the registered nurse shall be provided immunization against, testing for, and/or treatment for such communicable disease without cost to the registered nurse, in accordance with Hospital policy.

No unscheduled absence from work shall be counted as an "occurrence" under the PHRMH attendance policy if:

1. The unscheduled absence occurs during the forty-eight (48) hour period following the administration of any employer required or recommended vaccination/booster; and caregiver health has advised a nurse not to come to work.

2. The nurse receives a positive communicable disease test covering the absence and caregiver health has advised a nurse not to come to work.

3. In each circumstance, caregiver Health will notify the core leader and the caregiver that the nurse is to be away from work.

G. Testing. The Hospital shall arrange to provide a tuberculin test (QuantiFERON-TB Gold testing, as available), and a chest X-ray when indicated by the tuberculin test, at no cost to the nurse. This test will be done at the beginning of employment, when indicated by exposure, or when required by the employee health department. The Hospital will provide annual complete blood count (CBC), upon the nurse's request, at no cost to the nurse.

H. Personal Safety.

1. The Hospital is committed to providing regular and ongoing education and training for registered nurses to promote their personal safety in the workplace setting.

2. The Hospital will schedule security 24 hours a day 7 days a week.

3. The Hospital shall maintain a process for emergency lock downs and train nurses, in person, on that process annually. This process will include a communications plan for all Hospital locations.

4. Threats to patient or staff member safety will be communicated to leadership and impacted staff in real time or as promptly as possible.

5. Prominent signs shall be posted in the workplace indicating weapons and violence will not be tolerated on campus.

6. Registered nurses shall escalate safety concerns to their chain of command immediately.

7. The Hospital maintains a safety and workplace violence prevention committee, and up to three registered nurses may participate in each committee.

8. The Hospital monitors the incidents of reported behavioral/combative persons (code grey), weapons/hostage situations and active threat on campus (code sliver) and the reported occurrences of workplace violence. The data will be shared in the safety and workplace violence prevention committee.

9. Workplace Violence Support. The Hospital will encourage nurses who are victims of assault in the work lance to report the event and will recognize the potential emotional impact. The Hospital will follow its established process regarding workplace violence reports.

a. When a violent incident occurs on a unit, the victim and/or impacted staff will be offered a debrief and the Hospital will facilitate support and resources for the affected nurse. The intent of the debrief is to create a safe space for the nurse to discuss the event.

b. Wellbeing resources are available to nurses via Providence's caregiver assistance program, the ChooseWell portal, Caregiver Support Sharepoint site (i.e. My Mental Health Matters), and Healthstream, including information and classes about suicide prevention.

c. If a nurse has been assaulted at work by a patient or patient's visitor the nurse will inform their chain of command and:

- The Hospital will accommodate the nurse, up to releasing the nurse from duty without loss of pay for the remainder of the shift if the nurse is unable to continue working. If additional time away is needed, the nurse should contact the leave administrator and/or Caregiver Health to explore programs, resources and available options.
- The nurse may request not to be assigned the patient as a primary nurse. The core leader will discuss options with the impacted nurse, evaluate the situation, and make future determination on their assignments. Except for case of emergencies, unit skill set needs, patient safety, or other applicable law, requests for reassignment will not be unreasonably denied.

d. The Hospital will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise their rights under the law.

e. As a result of filling out a workplace violence report, a core leader or spiritual care member will be available to assist the nurse in accessing resources about well-being and mental health, including the 988 National Suicide and Crisis Lifeline and Caregiver Assistance Programs (e.g., the ChooseWell portal, My Mental Health Matters, and Healthstream), and information about classes for suicide prevention and a link for these resources will be available on SharePoint.

10. PMAB Training.

a. The Hospital will provide PMAB training for all nurse in units where it is required.

b. Effective six months after ratification, the Hospital will make one PMAB training class available for nurses who request it, on paid time, on a first come first serve basis, each year until this contract expires.

c. The Hospital will work in good faith to schedule these PMAB trainings in Hood River.

d. Nurses will be paid their straight time pay for their time in PMAB training.

11. Workplace Trauma Support.

a. Trauma-specific resources and services shall be provided for a nurse who experience workplace emotional Trauma.

b. A nurse who experiences workplace emotional trauma should report it to their core leader as soon as possible.

c. A core leader or a spiritual care member will be available to assist the nurse in accessing trauma-specific resources and services including the 988Nattional Suicide and Crisis Lifeline.

d. If time away and/or additional resources are needed, the nurse may contact the leave administrator and/or Caregiver Health to explore programs, resources and other available options.

Article 26 – Healthy Work Environment

The Hospital and the Union agree that mutual respect between and among managers, employees, co-workers, and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or “bullying” language or behavior, are unacceptable and will not be tolerated.

A. Any nurses who witness or believes they are subject to such behavior should raise their concerns with their manager as soon as possible. If the manager is unavailable, or if the nurse believes it would be inappropriate to contact that person, the nurse should raise their concerns with Human Resources and are strongly encouraged to include specific situations and include documentation.

B. Any nurse who in good faith reports such behavior, or who cooperates in an investigation of such behavior, will not be subject to retaliation by the Hospital, the Union or by co-workers. Any nurse who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager, supervisor, the Union, or human resources representative as soon as possible. The nurse may also contact the Union.

C. The Hospital will promptly investigate any reports of such behavior and, based on such investigation and, applying appropriate discretion, take appropriate action to prevent the reoccurrence of such behavior. Any Hospital employee who has been found to have engaged in such inappropriate behavior will be subject to disciplinary action, up to and including termination.

D. The Hospital will communicate to the nurse who was subject to such alleged bullying behavior whether the investigation supported the allegation, did not support the allegation, or was inconclusive. The Hospital may choose to keep confidential, consistent with Hospital policy, the level of discipline given to an employee who has been found to have engaged in such behavior.

E. A union representative may be present during an investigatory meeting with a represented nurse whether they filed a complaint, or someone filed a complaint against them. Human Resources and the ONA Representative (or steward) will have a discussion prior to the meeting to determine if a conflict of interest exists when two or more nurses are involved. In such cases, a different representative will be identified for each nurse involved. Such participation by the union representative or other PHRMH employee in the meeting shall be for the purpose of observation and support. The additional participant shall be bound by confidentiality for the purposes of maintaining the integrity of the investigation.

Article 27 – Nurse Staffing

27.1 Hospital-Wide Nurse Staffing Committee. The Hospital-Wide Nurse Staffing Plan as referenced in the Oregon Hospital Staffing Law is the accumulated unit-level nurse staffing plans of all nursing units at the Hospital.

A. The parties acknowledge that Oregon's Hospital Staffing Law (ORS Chapter 441) applies to the Hospital. The Hospital will comply with the requirements of the Oregon Hospital Staffing Law including, where applicable, nurse-to-patient ratio requirements of ORS Chapter 441 and establishment of a Nurse Staffing Committee. Changes to a unit's statutory ratio may be made with the majority vote of the Nurse Staffing Committee insofar as the change complies with Oregon's Hospital Staffing Law.

B. Unit-level nurse staffing plans will be developed at the unit level, through nurse and management partnership, such as through a Unit-Based Council/Committee. Once approved by the Unit-Based Council/Committee, plans will then be presented to the Nurse Staffing Committee for review and appropriate action in accordance with the Oregon Hospital Staffing Law. Each unit-level nurse staffing plan in the Hospital shall consider the factors required by the Oregon Hospital Staffing Law. Each unit-level nurse staffing plan in the Hospital shall also:

1. Be based on the specialized qualifications and competencies of the nursing staff and provide for the skill mix and level of competency necessary to ensure the Hospital is staffed to meet patient care requirements.

2. Pursuant to applicable law, consider and/or be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations.

3. Establish minimum numbers of registered nurses for specific shifts, considering changes in census and differences in patient

acuity and nursing care intensity. Newly hired nurses will not be counted in the regular staffing during orientation. When being precepted, the new nurse will share a single assignment with their preceptor. The Hospital shall determine the duration and scope of orientation to be given based upon the Nurse's prior experience and/or training.

4. Consider the specialized qualifications and competencies of the nursing staff and provide for the skill mix and level of competency necessary to ensure the Hospital is staffed to meet patient care requirements.

C. The Hospital recognizes that patient acuity and patient care intensity can impact balanced unit patient assignments. Accordingly, the Hospital will support Unit-Based Councils/Committees developing, in partnership with Nursing Leadership, a patient acuity and intensity tool to be used to create balanced patient assignments.

D. A charge nurse may:

1. Take patient assignments, including patient assignments taken for the purpose of covering staff who are on meal breaks or rest breaks, in units with 10 or fewer beds; or

2. Take patient assignments, including patient assignments taken for the purpose of covering staff who are on meal breaks or rest breaks, in units with 11 or more beds with the approval of the hospital nurse staffing committee.

E. The Hospital will pay for unit-based staffing committee related time performed in collaboration with management directly related to the development of the unit staffing plan, in anticipation of presenting it to Nurse Staffing Committee for review and/or approval. Unless pre-approved by the core leader, outside preparation time for unit-based staffing committee meetings will not be compensated.

F. If the Unit-Based Council/Committee submits a plan that is not approved by the Nurse Staffing Committee or if the Unit-Based Council/Committee cannot agree on a plan to submit to the Nurse Staffing Committee, then the Nurse Staffing Committee may develop/update and approve a staffing plan for that unit in accordance with applicable law. In such an instance, the Unit-Based Council/Committee, in partnership with management, may continue to work on developing/updating a plan at the unit level. If approved by the Unit-Based Council/Committee it may be presented to the Nurse Staffing Committee for consideration.

27.2 Rest and Meal Periods. The Hospital is responsible for providing rest and meal periods to Registered Nurses (including lactation accommodations) consistent with applicable state law.

A. Rest and Meal Coverage. The Hospital will determine appropriate rest and meal period coverage, which may include, but is not limited to, specific break relief assignments for Registered Nurses and scheduling of rest and meal periods for Registered Nurses. Fifteen (15) minute paid rest periods and thirty (30) minute unpaid meal periods shall be taken during the shift timeframes in accordance with BOLI requirements or as developed and agreed upon through nurse and management partnership at the unit level.

B. Meal and rest periods may be combined, provided that Nursing Leadership determines it is consistent with patient care and operational needs, and the Registered Nurse agrees to combining their meal and rest period(s).

C. The Hospital recognizes that due to the nature and circumstances of work in an acute care facility including emergent patient care needs, the safety and health of patients, availability of other nurses to provide relief, and intermittent and unpredictable patient census and needs that there may be a need to alter scheduled rest and meal periods to accommodate patient and operational needs. It is the

Registered Nurse's responsibility to take breaks and meals when offered, however, consistent with professional nursing judgement and patient care needs, a nurse may advocate for trade to an alternate available break or meal period.

D. Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest periods. Unit based decisions will meet operational needs and be approved by the unit manager, charge nurse, or house supervisor, as applicable. Unit level staffing plans will address minimum staffing requirements during meals and breaks. Each unit has the flexibility to develop a process for scheduling nurses for the total amount of rest and meal periods subject to manager approval.

E. Rest and meal periods will be documented appropriately, which currently includes unit level breaks sheet forms and attesting to taking and/or missing rest and meal periods when clocking out. The Hospital has the right to change the process for rest and meal period documentation.

F. Unit-Based Councils will, in partnership with Nursing Leadership, define the role and responsibilities of nurses who are assigned to cover meals and/or breaks.

G. A nurse providing rest and meal coverage must have the necessary competencies to provide care during the rest or meal period and is responsible for assuming care for a nurse's patient assignment so that nurse can take uninterrupted rest breaks and meal periods.

H. A Registered Nurse providing rest and meal coverage shall not have a dedicated patient assignment that exceeds the patient ratio within the nurse staffing plan during the time the nurse is providing the rest or meal coverage.

I. Registered Nurses are encouraged to take rest and meal periods in non-working areas. The Hospital shall provide restrooms, lockers, and adequate facilities for rest and meal breaks.

J. Missed Breaks and Meal Periods. Starting June 1, 2025, if a Registered Nurse accurately reports a missed rest or meal period using the Hospital's designated process for reporting, in addition to their earned wages, they will be eligible to receive, upon request, a single payment equivalent to an additional one hour (1.0) of pay at their base rate for a missed meal period and an additional one hour (1.0) of pay at their base rate for each missed rest break in the next payroll period. (In the case of an interrupted combined rest and meal period, the Registered Nurse will receive an additional one hour (1.0) of pay at their base rate for the interrupted combined rest and meal period.) This penalty payment will not be counted as an hour worked for any reason (e.g., seniority, PTO accrual, overtime, etc.). Nurses who decline to take a break or meal period when offered, and who do not immediately escalate declining a break/meal period through their chain of command, are not eligible for this payment. This is the sole remedy for missed rest and meal breaks.

27.3 Nurse Staffing Committee. The Hospital will maintain the structure, duties, and role of the Nurse Staffing Committee consistent with the Oregon Hospital Staffing Law. The parties recognize that the Nurse Staffing Committee is the decision-making body for the Hospital for matters of nurse staffing at the Hospital.

A. The Nurse Staffing Committee shall have two (2) cochairs. One cochair shall be hospital nurse management elected by members of the committee who are hospital nurse management, and one cochair shall be a direct care Registered Nurse elected by members of the committee who are direct care Registered Nurses.

B. Direct care Registered Nurse members of the Nurse Staffing Committee and any direct care alternates are selected by the Union.

C. Each patient care unit at the Hospital shall have a direct care registered nurse representative who serves on the Nurse Staffing Committee and is considered a voting member on the committee.

D. The direct care members of the Nurse Staffing Committee will be paid for the time spent during meetings. Alternates will be paid for attendance at meetings if a nurse representative is unable to attend or where the alternate's attendance was requested by the Hospital in addition to the primary nurse representative.

E. The Hospital will release direct care members (either the primary or alternate) of the Nurse Staffing Committee from the member's assignment, and provide the member with paid time, to attend committee meetings.

F. The Nurse Staffing Committee will meet at least once every four months to conduct business which may include reviewing/approving nurse staffing plans, reviewing nurse staffing plan deviations, or discussing nurse staffing issues related to ORS Chapter 441, including current vacant nursing positions and hiring since the previous meeting.

G. Decisions made by the Nurse Staffing Committee, including the approval of unit-level nurse staffing plans, shall be made by a vote of the majority of the voting members of the committee. If a quorum of members present at the meeting comprises an unequal number of hospital nurse management and direct care registered nurses, only an equal number of hospital nurse management and direct care registered nurses may vote.

27.4 Nurse Staffing Plan and Dispute Resolution

A Each unit-level nurse staffing plan will be provided to the Nursing Staffing Committee for appropriate consideration, consistent with the Oregon Hospital Staffing law.

B If a dispute about a staffing plan at Nurse Staffing Committee is at impasse, and the plan is subject to minimum statutory nurse-to-patient ratios under Oregon Hospital Staffing Law, then the Medical Center will at a minimum comply with statutory minimum nurse-to-patient ratios while the staffing plan(s) is resolved in the Nurse Staffing Committee. For units with no statutory nurse-to-patient ratio, the parties recognize that resolution of nurse staffing plan disputes will follow the arbitration process as defined in ORS Chapter 441.

C Nurses with concerns regarding staffing are encouraged to raise those concerns without fear of retaliation.

27.5 Nurse Staffing Plan Concerns/Deviation.

A If a Registered Nurse has a staffing concern or recognizes a staffing plan deviation, they should immediately escalate the concern/deviation to their charge nurse, nurse manager or designee, or house supervisor to review the matter to start the resolution process. If unresolved, the Registered Nurse completes the staffing concern form and submits it to the nurse manager or designee. The nurse manager (or designee) will complete an investigation. Deviations will be reported to the Nurse Staffing Committee as required by applicable law. If a nurse staffing plan deviation goes unresolved, the Registered Nurse may utilize the complaint procedure under the Oregon Hospital Staffing Law.

B No nurse shall be disciplined or face reprisal for good faith reporting of a nurse staffing plan deviation.

27.6 Safe Staffing Concerns.

A If a nurse identifies unsafe staffing, the nurse will immediately notify the charge nurse, house supervisor or Unit Manager (if present) and will work to promote a solution that restores safe staffing.

B A nurse who believes there has been an unsafe staffing occurrence will complete the staffing concern form electronically or paper form and file it with their manager.

C The manager has forty-eight (48) hours, per the form, to respond to the person who has filed the staffing concern form.

D The nurse manager will assemble the unit-based staffing committee (UBSC) for a review based on applicable factors to determine whether a staffing concern existed at the next UBSC or within one month, whichever is sooner.

E Unit-based staffing committee will develop recommendation(s) to prevent future unsafe staffing if applicable. The unit-based staffing representative and unit Manager will present to the House Wide Staffing committee for consideration and actions as appropriate.

27.7 Facilitating Appropriate Staffing. The Hospital and the Union are committed to appropriate nurse staffing on each unit to meet patient care requirements and promote a healthy work environment. As a routine part of the Nurse Staffing Committee, the parties agree to review relevant data and dialogue on issues related to workforce planning. Routine data to be reviewed at Nurse Staffing Committee meetings includes, but is not limited to current vacant positions, turnover of RN staff since previous meeting, and RN new hire data since previous meeting.

27.8 Registered nurse Staffing Updates: Upon request by the unit-based staffing committee, the hospital will share information about Registered nurse FTEs and vacancies.

ARTICLE 28 – NURSE TASK FORCE COMMITTEE

A. The Hospital and the Union reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and maintain professional standards, the Nurse Task Force shall examine nursing practice, the status of outstanding grievances that are not disciplinary, staffing issues, patient load, patient assignment, payroll issues, notices, and updates regarding unit restructures key nursing initiatives, and hospital process improvement projects. The task force will designate co-chairs to prepare an agenda prior to each meeting. The parties will strive to formulate the agenda one week prior to the meeting. If subsequent issues arise, the affected party will inform the other as soon as possible. Minutes for each meeting will be prepared and furnished to members of the task force prior to the next meeting. Each co-chair will alternate months to chair the meeting. Agendas will be developed jointly along with an annual calendar scheduling routine outline updates (where possible). Agenda will include a schedule of the housewide staffing committee meetings. Failure of the task force to agree on a matter will not be grievable and will not be deemed to be a reopener of the Agreement. No person will be penalized for or benefit from participation in this group.

B. The Union shall appoint three (3) members and one (1) alternate to the task force. Two of whom the members and the alternate shall be employed in different units of the Hospital. The Labor Representative will be one of the members. If an alternate is present during decision-making, they shall be recused from the decision.

C. The Hospital shall appoint up to three (3) members and one (1) alternate to the task force, and two (2) of them shall be the Chief Nursing Executive and the Director of Human Resources, or such other persons as may be designated by the Administrator in their place(s). If an alternate is present during decision-making, they shall be recused from the decision.

D. The task force shall meet at least once a month for 90 minutes, or as otherwise agreed to by the Hospital and the Union to accomplish its assignment. All nurse members and one (1) designated nurse alternate (when attending in place of a nurse member) shall be paid up to 90 minutes per month for attendance at task force meetings. Management will ensure that Union representatives will be able to attend task force meetings. Union representatives will work proactively with unit schedulers to provide notice of task force meeting dates and times.

E. Both parties agree that unit-based issues should attempt to be resolved at the lowest possible level. Unit issues should only be brought to the Nurse Task Force meeting after credible attempts have been made on the unit to resolve those issues. If after exploring alternatives, the task force reaches a solution that is acceptable to the task force, such a solution will be implemented by the Hospital and communicated to impacted management and staff by both the Hospital and Union. Any agreed-upon solution reached by the task force will not be grieved, nor is the task force's failure to agree on a matter subject to grievance.

F. The minutes will reflect Task Force recommendations, dates for follow-up on Task Force agenda items, and who is responsible to bring follow-up Information. The minutes from each Task Force meeting will be reviewed at the next meeting. The minutes and information furnished by the task force are confidential and may be disclosed to other persons only by mutual agreement of the Hospital and the Union.

G. The parties further agree that if the Hospital creates a regional committee or task force (that is created to include employees at multiple Providence facilities in Oregon), the representatives on the Hospital's Task Force will be included in that regional task force

ARTICLE 29 – APPENDIXES

Appendix A and any successive supplements or addendums are intended to be part of this entire Agreement and are by this reference made a part hereof.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of April 1, 2024 through March 31, 2027.

PROVIDENCE HOOD RIVER

Carly Elliott
PHR CNO

Jamell McCaslin
Human Resources

Brian Smith, RN, BSN
Nurse Manger of Surgical Services

OREGON NURSES ASSOCIATION

Brittany Foss
Bargaining Unit Co-Chair

Chad Mayo
ONA Representative

Davina Craig
ONA Representative

Timothy Welp
ONA Labor Representative

APPENDIX A – WAGES AND DIFFERENTIALS AND RETIREMENT

A.1 Wages.

A. The following are the regular hourly rates of pay for all part-time and full-time nurses employed under the terms of the Agreement:

Step	Year 1, 2024	Year 2, 2025	Year 3, 2026
Start	$52.46	$54.56	$56.74
After 1 year	$53.67	$55.82	$58.05
After 2 years	$55.24	$57.45	$59.75
After 3 years	$56.75	$59.02	$61.38
After 4 years	$58.34	$60.67	$63.10
After 5 years	$60.91	$63.35	$65.88
After 6 years	$61.99	$64.47	$67.05
After 7 years	$63.07	$65.59	$68.21
After 8 years	$63.68	$66.23	$68.88
After 9 years	$64.24	$66.81	$69.48
After 10 years	$64.85	$67.44	$70.14
After 11 years	$64.96	$67.56	$70.26
After 12 years	$65.66	$68.29	$71.02
After 13 years	$66.23	$68.88	$71.64
After 14 years	$66.78	$69.45	$72.23
After 15 years	$67.34	$70.03	$72.83
After 16 years	$67.94	$70.66	$73.49
After 17 years	$68.80	$71.55	$74.41
After 18 years	$69.22	$71.99	$74.87
After 19 years	$69.70	$72.49	$75.39
After 20 years	$70.29	$73.10	$76.02
January 2026 after 21 Yrs			$76.66
After 22 years	$71.46	$74.32	$77.29
After 23 years	$72.04	$74.92	$77.92
January 2026 after 24 Yrs			$78.23
After 25 years	$72.62	$75.52	$78.54
January 2026 after 26 Yrs			$79.15
After 27 years	$73.73	$76.68	$79.75
January 2026 after 28 Yrs			$80.23
January 2026 after 29 Yrs			$80.71
After 30 years	$75.08	$78.08	$81.20

B. The following are the regular hourly rates of pay for all per diem nurses employed under the terms of the Agreement:

Step	% over FTE Rates	Year 1, 2024	Year 2, 2025	Year 3, 2026
Start	14.74%	$60.20	$62.61	$65.11
After 1 year	14.89%	$61.66	$64.13	$66.70
After 2 years	14.87%	$63.45	$65.99	$68.63
After 3 years	15.00%	$65.27	$67.88	$70.60
After 4 years	15.01%	$67.10	$69.78	$72.57
After 5 years	11.59%	$67.97	$70.69	$73.52
After 6 years	11.62%	$69.20	$71.97	$74.85
After 7 years	11.63%	$70.40	$73.22	$76.15
After 8 years	11.65%	$71.10	$73.94	$76.90
After 9 years	11.68%	$71.74	$74.61	$77.59
After 10 years	11.68%	$72.43	$75.33	$78.34
After 11 years	11.80%	$72.62	$75.52	$78.54
After 12 years	11.77%	$73.40	$76.34	$79.39
After 13 years	11.75%	$74.01	$76.97	$80.05
After 14 years	11.78%	$74.66	$77.65	$80.76
After 15 years	11.79%	$75.29	$78.30	$81.43
After 16 years	11.82%	$75.97	$79.01	$82.17
After 17 years	11.84%	$76.95	$80.03	$83.23
After 18 years	11.88%	$77.44	$80.54	$83.76
After 19 years	11.88%	$77.98	$81.10	$84.34
After 20 years	11.90%	$78.66	$81.81	$85.08
After 21 Yrs	11.90%	$79.66	$81.81	$85.79
After 22 years	11.90%	$79.96	$83.16	$86.49
After 23 years	11.98%	$80.67	$83.90	$87.26
After 24 years	11.98%	$80.67	$83.90	$87.65
After 25 years	12.05%	$81.38	$84.64	$88.03
After 26 years	12.05%	$81.38	$84.64	$88.69
After 27 years	12.03%	$82.60	$85.90	$89.34
After 28 years	12.03%	$82.60	$85.90	$89.83
After 29 years	12.03%	$82.60	$85.90	$90.32
After 30 years	11.08%	$83.96	$87.32	$90.81

A.2 Ratification Bonus

75% x (times) 2024 increase in hourly rate x (times) hours worked in 2024 since contract expiration

1. Base rate only (no diffs).

2. Hours worked only includes actual hours worked, overtime, education, meetings, orientation, and PTO for Low Census.

3. 75% of total payable following two full pay periods after ratification, must be employed in bargaining unit at ratification and maintain employment in bargaining unit through payment date.

4. Remaining 25% of total payable first full pay period following October 1, 2025, must be employed in bargaining unit at ratification and maintain employment in bargaining unit through payment date.

A.3 Differentials and Additional Terms.

Shift differentials. In addition to the regular hourly rates of pay listed above, a shift differential will be paid as follows:

1. Evening-shift differential of three dollars ($3.00) per hour for all hours worked between 1500 (3:00 p.m.) and 2330 (11:30 p.m.);

2. Night shift differential of Ten dollars ($10.00) per hour for all hours worked between 2300 (11:00 p.m.) and 0730 (7:30 a.m.).

A.4 **Work Classification.** A nurse temporarily assigned to a higher position for eight (8) consecutive hours or more will be compensated at no less than the minimum rate of pay applicable to the higher position or one (1) step above their regular rate of pay, whichever is higher.

A.5 **Step Progression.** A full-time or part-time nurse will progress to the next step on the wage scale set forth in Section A.1 at the end of the time specified, on the employee's anniversary date. A short-hour or per diem nurse will progress according to the year-to-year wage progression set forth in Section A.1 above at the end of each anniversary date, provided that the nurse has made themselves available at least six hundred (600) hours in that year. If a short-hour or casual nurse has not made themselves available six hundred (600) hours during any anniversary year, advancement to the next wage step will be delayed until completion of six hundred (600) hours of availability has been met. Computation of six hundred (600) hours in the following years will commence upon completion of the prior six hundred (600) hour requirement.

Nurses must accumulate at least twenty (20) hours of continuing education/department in- services annually in order to be eligible for movement to the next step set forth in Appendix A.

A.6 **Placement.** Each new hire will be placed on the salary schedule commensurate with the nurse's years of experience in an acute care facility and/or in home health and hospice.

A.7 **Weekend differential.** A nurse working on a weekend will be paid a differential of two dollars ($2.00) per hour.

A.8 **Credit Union.** If the Hospital or the Union becomes affiliated with a qualified credit union during the term of this Agreement and if the Hospital check-preparation service can accommodate this deduction, nurses may make contributions to the credit union through payroll deduction.

A.9 **Payroll errors.** If a nurse believes that an error has been made in a paycheck, the nurse must bring the suspected error to the attention of the Hospital's payroll department as soon as possible. The payroll department shall investigate promptly, and any amount owed to the nurse must be paid as soon as practicable. Pay stubs must show accrued annual leave and sick

leave. Pay stubs must also indicate the number of overtime hours paid for the current pay period. The figures recorded on the pay stub are subject to the capabilities of the service used by the Hospital.

A.10 **Preceptor differential.** The Hospital will pay a differential of four dollars ($4.00) per hour to any nurse who consents to serve as a preceptor as designated by the Hospital 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 differential will be paid only during those hours when the preceptor is actively training a preceptee. For purposes of this differential, a "nurse" will include a student nurse who is performing an internship or Capstone program.

A.11 Nothing in this Agreement restricts the Hospital either from offering additional incentive to a nurse applicant or from requiring the nurse to repay the cost of the incentive from the nurse's final pay if he or she leaves the employ of the Hospital after working less than one (1) full year.

A.12 **Bilingual differential.** A regular, full-time or short-term bilingual nurse who has passed the language test and is properly certified under criteria solely determined by the Hospital and whose language in addition to English is one that has been approved by the Associate Administrator/Patient Services as being necessary to the efficient provision of nursing care at the Hospital and who is serving as a medical interpreter will receive on the one (1)-year anniversary of their certification and annually thereafter a payment of fifteen hundred dollars ($1,500). A regular part-time nurse who is so certified will receive a pro rata payment based on hours worked during the preceding twelve (12) months. To qualify for payment under this provision, the nurse must be employed by the Hospital on each twelve (12)-month anniversary date of certification.

A.13 **<u>Open shift.</u>** The Hospital will pay a regular full-time or part-time or short-hour nurse a differential of twenty dollars ($20.00) per hour for all “open” shifts that the nurse volunteers to cover. Any nurse who is working on such “open” shift will be assigned as the “second” (2nd) nurse, where possible. In the event the Hospital determines that low census is necessary on the operational unit to which the nurse on the “open” shift is assigned, the nurse will have the option of floating to another operational unit (if such floating is needed by the Hospital) or being placed on call. Shifts are “open” for this purpose only if the Hospital has exhausted recruits from the on-call and casual list.

This premium will apply to per diem nurses only when the Hospital needs to fill a position that is designated as an “open shift” and only after the casual nurse has completed their minimum working obligations as set forth in Article 1.9.

An “open” shift is defined as one that is not filled when the schedule is posted in accordance with this Agreement, sudden vacancies that occur after the schedule has been posted (due to illness or other unforeseen circumstance), or an additional shift that is added due to increased census or acuity.

A.14 The Hospital will make every reasonable effort to schedule assigned call time equitably, Call schedules will be available through the electronic scheduling tool.

A.15 The Hospital has the right to assign a nurse to float to an operational unit other than the operational unit to which the nurse is normally assigned to take a patient assignment and/or perform functional duties. The Hospital will not assign the nurse any duties or responsibilities that are in conflict with the facility-based competencies and orientation in accordance with the Oregon State Board of Nursing and the “Oregon Nurse Practice Act.,” All nurses floating will receive orientation or training appropriate to the function they are performing. If a nurse believes that they are not qualified and competent for a specific assignment with a primary patient load, the nurse should escalate

and discuss the reasons why with their manager, house supervisor, or charge nurse at the time of the request to explore options available.

A.16 The Hospital will pay a nurse who is required to float to a different operational unit a differential of three dollars ($3.00) per hour for all hours worked in an operational unit other than the nurse's normal operational unit.

A.17 The Hospital will pay a Charge Nurse a differential of four dollars and seventy-five cents ($4.75) an hour for all hours worked as a Charge Nurse.

A.18 The Hospital will pay a Relief Charge Nurse a differential of $3.75 an hour for all hours worked as a Relief Charge.

A.19 The Hospital will pay a Temporary Lead nurse a differential of three dollars and seventy-five cents ($3.75) an hour for all hours worked as a Temporary Lead nurse.

B.1 **Retirement.** Nurses will participate in the Hospital's retirement plans in accordance with their terms.

A. At the time of ratification, the retirement plans include:

1. The Core Plan (as frozen);

2. 401(k) Savings Plan; and

3. The 457(b) Plan

B. The Hospital shall not reduce the benefits provided in such plans unless required by the terms of a state or federal statute during the term of this Agreement.

C. The Hospital may from time to time amend the terms of the plans described in this article; except (1) as limited by B above and (2) that coverage of nurses under A above shall correspond with the terms of coverage applicable to a majority of Hospital employees.

APPENDIX B – DRUG AND ALCOHOL POLICY

PHILOSOPHY:

In keeping with the Hospital's mission to create an environment of caring, the Hospital recognizes alcohol/drug dependency as a disease with serious consequences for its employees, their co-workers, and the patients who trust the Hospital for their care. Therefore, all attempts will be made, within the scope of the relevant laws, to protect the patients and co-workers and to provide a uniform method of management in dealing with the alcohol/drug-dependent employee.

OBJECTIVES:

A. To recognize that employee involvement with drugs and alcohol can have a significant impact on the workplace and can present serious risk to the employee involved, to co-workers, and to others.

B. To establish guidelines to ensure a safe, alcohol/drug-free work force.

C. To facilitate recovery of impaired employees through problem identification, intervention, and possible treatment.

D. To increase productivity, maintain quality services, reduce accidents, and lower the costs of health services.

E. To notify employees that except in limited circumstances, involvement with drugs and alcohol on the job is prohibited and that submission to drug/alcohol testing may be required as a condition of continued employment.

F. To communicate the potential consequences for violating this policy.

POLICY:

A. The Hospital is concerned about the welfare of its employees and desires a healthy, drug-free work force.

B. The Hospital will require pre-employment drug and alcohol testing.

C. Employees are subject to discipline up to and including discharge for use, possession, sale, transfer, offering, or being under the influence of alcohol or any narcotic, hallucinogen, stimulant, sedative, or drug while on Hospital premises or while on Hospital time. The following condition is the only exception to this rule: 1. An employee may possess or use as directed a drug that is prescribed for that employee by a physician and that does not impair safe or efficient job performance.

D. Alcohol may be served on Hospital grounds by physician order. For example, this exception is intended to cover the times when a family requests champagne at the birth of their child.

Alcohol may be served at social functions that are sanctioned by Hospital administration and approved by the Hospital Administrator.

At no time may an employee who uses prescribed drugs or consumes alcohol under these exceptions use these substances to the extent that he or she becomes “under the influence.”

IMPORTANT:

The conduct prohibited by this rule includes consumption of any amount of such substances during breaks or lunch periods or on the job. An employee who tests positive for any other substance regulated by this policy will be deemed “under the influence” for purposes of this rule.

A. When a manager or supervisor has reasonable suspicion that an employee has used or is under the influence of a substance regulated by this policy, the manager or supervisor will initiate an investigation in accordance with the procedures below.

B. The Hospital will not engage in random alcohol or drug testing of the general employee population.

C. Test results will be given to the department manager or nursing supervisor in the manager’s absence. If the test results are positive, a second (2nd) and

confirming test that has accepted scientific credibility will be performed. A record of the test results will be maintained under strict control and confidentiality in the personnel office.

D. All employees must abstain from alcohol or other substances regulated by this policy while on “on-call” status.

PROCEDURE/RESPONSIBILITY:

A. When a manager/supervisor has reasonable suspicion that an employee is under the influence of alcohol or another substance regulated by this policy, he or she will:

1. Find another member of the Hospital’s management staff to verify the suspicions or actions and document the behavior.

2. Confront the employee with the suspicion if the two (2) managers agree that there are reasonable grounds to suspect that the employee is under the influence of alcohol or drugs. This will be done at a suitable location that will promote privacy and freedom from distractions.

3. If the employee denies using or being under the influence of a substance regulated by this policy and the manager/supervisor and second staff member both still believe the employee to be under the influence of or to have used a substance in violation of this policy:
   A. Obtain employee consent for lab personnel to collect specimen(s) for alcohol/drug testing.

   B. Lab personnel will be responsible for overseeing the specimen collection for alcohol/drug testing.

   C. Send the employee off duty after the interview and specimen-collection process.

D. Arrange transportation for the employee to their home. A taxi may be called, if necessary, at Hospital expense. If the test is negative, the employee will be compensated for the loss of any scheduled work time on the shift from which he or she was sent home at the rate of double time and for the remainder of any other scheduled lost time at the rate of time and one-half (1.5).

E. Refer information on the incident and subsequent testing to the personnel director as soon as possible.

4. If the employee does not consent to a drug test:

A. Provide/arrange transportation home for the employee immediately.

B. At the earliest opportunity, contact the personnel director and proceed with disciplinary action, up to and including termination, based on observable behavior and/or refusal to consent to a drug test.

B. Results of the tests will be forwarded to the personnel director.

C. If the Hospital determines from test results or from an employee admission that the employee used or was under the influence of a prohibited substance or violated this policy in any other way, appropriate disciplinary action will be taken.

D. The employee will be allowed to provide evidence of prescription usage. Discipline may be imposed for improper use of a prescription drug or for use of a prescription drug that impairs safe or efficient work performance.

E. Although the Hospital recognizes that alcohol and drug abuse can be successfully treated and is willing to work with an employee who may suffer from such a problem, it is the employee's responsibility to seek assistance before the Hospital begins investigatory or disciplinary actions against the

employee. Once the Hospital has begun investigatory or disciplinary procedures, the employee's willingness to seek assistance with a substance-abuse problem will not "excuse" the violation and generally will have no bearing on the determination of an appropriate penalty. The Hospital will take strong action against employees who do not seek treatment on their own. If an employee believes that they have a problem involving the use of alcohol or drugs, the employee should ask a supervisor or the personnel director for assistance. In the case of such a request:

1. The employee will ordinarily be referred for assessment and referral to an appropriate program, or directly to a substance abuse program.

2. A medical leave of absence will take effect if the employee so chooses.

3. A "Performance Contract" (copy attached) must be signed before the employee returns to work.

4. If the employee refuses treatment, the employee may be terminated.

F. It is recognized that, consistent with medical ethics and Hospital standards, it is appropriate for an employee to responsibly express a concern over the possible violation of this policy by another employee.

EMPLOYEE CONSENT TO URINE TESTING FOR ALCOHOL/DRUGS

I, _____, hereby authorize Providence Hood River Memorial Hospital personnel to collect urine specimen(s) for testing for alcohol and/or drug levels.

1. I understand that the specimen will be sent to _____, for testing.

2. I hereby authorize _____, to furnish the test results to Providence Hood River Memorial Hospital.

3. I understand and agree that _____, is not responsible for the consequences of this information being given to Providence Hood River Memorial Hospital.

4. Release of these test results to any other party will require a further specific written consent by me. I HAVE TAKEN THE FOLLOWING PRESCRIPTION AND OVER-THE-COUNTER MEDICATIONS WITHIN THE LAST TWO (2) WEEKS: _____
_____

5. I certify that this is my urine specimen, that I have initialed my custody seal, and that I have applied this seal to my urine specimen(s).

Dated: _____

Signature:_____

Witness:_____

NOTE: Refusal to sign this consent form without qualification or refusal to give the above requested sample may result in disciplinary action up to and including dismissal.

PERFORMANCE CONTRACT AGREEMENT TO CONDITIONS OF CONTINUING EMPLOYMENT

I, _____, understand that my reinstatement to employment by Providence Hood River Memorial Hospital is based on the following terms:

1. I accept admission to an alcohol/drug recovery program.

2. I recognize the importance of the involvement of my spouse and adult children in my recovery program.

3. I will comply with all of the program requirements to their successful conclusion.

4. I recognize the adverse impact that working overtime may have on my recovery and waive my rights to assignment to overtime.

5. I understand that my previous job performance warrants close supervision for a minimum of six (6) months upon return to work, and I will accept such supervision as a constructive part of my recovery.

6. I understand that upon return to the workplace, I must meet all established standards of conduct and job performance and that I will continue to be subject to the Hospital's disciplinary procedures for any failure to meet these standards. I understand further that I must comply with the Hospital's Drug and Alcohol Policy.

7. I agree that for six (6) months following the date below, I will be subject to a random drug-screening procedure. This will be done at the discretion of my manager/supervisor.

8. I understand that I will be subject to the terms of this Performance Contract until I have completed at least six months of work. Upon completion of six months of work, my manager will review my job performance and recovery

progress and determine whether the terms of this Performance Contract will be removed or continued for a maximum of thirty (30) additional days.

9. I understand that if I am a union-represented employee, a copy of this Performance Contract will be provided to the union.

I understand and agree that my reinstatement and continued employment are contingent upon my satisfactorily meeting all the above terms of this Performance Contract and that my failure to do so relinquishes all defenses on my part and subjects me to immediate termination of my employment with Providence Hood River Memorial Hospital.

Dated: _____,

Signature: _____

LIST OF POSITIVE CUTOFF LEVELS AND DETECTION TIMES FOR DRUGS OF ABUSE IN URINE:

SUBSTANCE	EMIT SCREEN	CG/MS CONFIRMATION	DETECTION TIMES
Amphetamines	300 ng/mL	500 ng/mL	2-3 days
Methamphetamines	1000 ng/mL	500 ng/mL	2-3 days
Barbiturates	300 ng/mL	250 ng/mL	
Secobarbital			1-2 days
Phenobarbital			10-14 days
Benzoylecognine (cocaine metabolite)	300 ng/mL	150 ng/mL	10-14 days
Opiates			
Cocaine	300 ng/mL	300 ng/mL	2-4 days
Morphine	300 ng/mL	300 ng/mL	2-3 days
THC (as metabolite)	100 ng/mL	15 ng/mL	variable
	50 ng/mL		
	20 ng/mL	15 ng/mL	
PCP	25 ng/mL	25 ng/mL	2-3 days
Propoxyphene	300 ng/mL	250 ng/mL	

APPENDIX C – MASTER SCHEDULES

A. The Hospital and the Union recognize that the master schedule for each unit will be beneficial to both parties.

1. A master schedule is defined as one (1) that consists of regular schedules that have a regular pattern of days of the week and weekends to work, including call shifts for units that have regularly scheduled call, and variable schedules where there is no regular pattern. It is understood that, each nurse will work a fair share of weekends and call shifts in a scheduling period or month as determined by the unit-based staffing committee.

2. When formulating or changing a master schedule, the Hospital and the Union will present for discussion schedules that each finds workable, and the Hospital will get nurses' input in formulating the schedules.

3. Whenever the Hospital formally meets with a nurse about forming a master schedule, the Union team will be notified, and a member will be invited to attend.

B. The Hospital will find recruits to fill openings in the master schedule created by annual leave, bereavement, jury duty, and sick days on the schedule.

C. The Hospital will not find replacements for single days of annual leave after the schedule has been posted; the nurse whose master schedule will be affected will be responsible for finding a qualified replacement nurse whose working that shift will not require overtime pay.

D. Master schedules will be altered by the Hospital to rotate holidays in accordance with Article 5.3.

E. Each unit will have a member of its unit-based staffing committee also serve on the Hospital Staffing Committee.

F. Copies of each unit's master schedule will be forwarded to the Hospital Staffing Committee. Each unit's master schedule will become an addendum to each unit's individual staffing plan.

G. To allow for some flexibility in scheduling and to provide coverage when other nurses are absent (leaves of absence, sick leave, annual leave, etc.), the Hospital will have the right to have a limited number of FT or PT nurse positions on each unit that do not have a regular or pattern schedule. That number will be agreed to by both the Hospital and the nurses on the unit.

H. When a position with a schedule is vacated, and the schedule is not being changed, the nurse manager will notify the unit of the opening via the unit's primary method of communication and the position will remain "open" for seven (7) to ten (10) days. Any staff interested in filling such a vacated position should notify the manager in writing within the seven (7) to ten (10) day "open" period. The position will be filled based on the provisions of Article 12 - Seniority.

I. **Vacated Schedules**. When a position with a regular schedule is vacated the nurse manager and members of the unit-based staffing committee may evaluate the needs of the unit and may alter the vacated regular schedule to meet patient and operational needs of the unit. An alteration to a vacated regular schedule position may be made by the unit manager to meet departmental needs and can also be proposed by a nurse or a group of nurses. The position will be posted in accordance with letter H of this Appendix.

J. If an opening on the master schedule cannot be filled by recruitment efforts within the seven (7) to ten (10)-day open period, the manager and the unit-based staffing committee may propose an alternative schedule. The new schedule will be filled in accordance with letter H of this appendix.

K. If an individual nurse or a group of nurses feels the master schedule on their unit requires alteration, they should approach their manager and the unit-

based staffing committee. If the manager and the unit based staffing committee believe the proposed change or changes will best serve the unit's operational needs then the proposed change or changes will be presented to the unit staff at a staff meeting or at the unit's primary method of communication. Changes will be implemented subject to agreement of the Unit Manager and any nurses whose schedule will change, and the majority of the nurses on the unit. Staff will have fourteen (14) days from the presentation of the proposed change to signify their agreement or disagreement or forfeit their right to participate in the process. The unit's staffing committee will sign off on the updated master schedule. A copy will be forwarded to the Hospital Staffing Committee.

L. Once a nurse has bid into a position or is placed on a regular schedule he or she will not be required to move to a position without a regular schedule.

M. If the unit-based staffing committee cannot come to consensus and/or decision, a proposal will be made to the Hospital Staffing Committee for review and consideration.

APPENDIX D – CERTIFICATION

A. Certification Differential.

1. A nurse who meets the requirements of this section shall receive three dollars ($3.00) per hour certification differential.

   A. The nurse must have a current nationally recognized certification on file with the Hospital for the area where the nurse works a significant number of hours. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification unless the nurse submits proof to the Hospital of certification renewal before that date. If the proof is submitted to the Hospital after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

   B. A nurse will be deemed to have worked a significant number of hours in the area if at least one-half (1.5) of the nurse's hours worked are in that area. The Hospital may, in its discretion, determine that some lower portion of hours worked in an area qualifies as a significant number of hours worked for the purpose of this section.

   C. Only one (1) certification and one (1) certification differential will be recognized at a time for the purposes of this section. Nurses with multiple recognized certifications will receive certification differential for only one (1) at a time.

   D. The following certifications are approved by the Hospital and eligible for the certification differential:

Acute Care Unit	Intensive Care Unit	Emergency Department
CHFN Certified Heart Failure	CCNS Critical Care	CPEN peds
ANCC Medical Surgical	CCRN Critical Care	CEN Emergency
ANCC-GS gastro	PCCN Progressive Care	RN-BC Gerontology
CMSRN Certified Medical Surgical	CHFN Heart Failure	RN-BC Pain Management
CPN Certified Pediatrics Nurse	SCRN Stroke	SANE-P
ONC Orthopedic	TCRN Trauma	SANE-A
PCCN Progressive Care Cert	RN-BC Gerontology	CVRN Cardiovascular
SCRN stroke cert	CVRN Cardiovascular	SCRN Stroke Care
PMH-RN Psych Mental Health	PMH-RN Psych Mental Health	TCRN Trauma Care
RN-BC Med Surg	CPN Pediatric	PMH-RN Psych Mental Health
RN-BC Gerontology		CCRN Critical Care
CVRN Cardiovascular		
CDCED Diabetes Care & Educ		
RN-BC Pain Management		
ANA Gerontology		

Family Birth Center	Infusion/Chemotherapy	PACU/SSU
IBLCC Lactation	CRNI Infusion	CAPA
RCN-OB Inpatient	OCN-Oncology	CPAN
RNC-LRNB Newborn		CCRN
		SGNA
		CPN
		TCRN

Operating Room	Wound Ostomy	Dialysis
CNOR	CWON	CDN Dialysis
CGRN	COCN	CNM Nephrology
CCRN	CWCN	CHN Hemodialysis
SGNA	CFCN	
CPN	CCCN Continence	
TCRN		
CVRN		

B. Tuition for Classes to Obtain Certification. The Hospital will reimburse nurses for up to a total of six hundred ($600) (pro-rated FTE) for positions of 0.5 FTE or less for (1) the cost of the tuition or registration fees necessary to take classes to obtain certifications; or (2) expenses incurred related to courses or exams necessary to obtain certification (such as travel or exam fees). A nurse will be entitled to such reimbursement only for a certification that is relevant to the position in which the nurse spends the majority of their work hours. Reimbursement will be paid after the nurse provides proof of certification. (including updated table containing CPN, CCRN, AND SGNA certification diffs).

APPENDIX E – CALL AND STAND-BY PAY

A. Call in and Stand-by pay Stand-by/On Call Pay: all Nurses except Surgical Services.

1. Nurses who are scheduled to work, then placed on low census and directed to be on stand-by or be on call will be paid a differential of $6.25 per hour. Per diem nurses' stand-by call hours will count towards their required hours for step increases per Appendix A, A.5.

2. Nurses who are not scheduled but agree, at the request of the Hospital, to be on stand-by or on call for an open shift will be paid a differential of twelve dollars ($12) per hour.

3. Any nurse on stand-by or on call who is called in to work will be paid time and one-half (1.5) the nurse's regular hourly rate for all hours worked, regardless of the number of hours worked during the nurse's regular shift. A nurse will be paid for a minimum of two (2) hours under this section when called in, regardless of the number of hours worked.

4. The Hospital will make every reasonable effort to schedule assigned call time equitably.

B. Stand-by pay Surgical Services.

1. Nurses on stand-by-call in Surgical Services will be paid a differential of ten dollars ($10.00) per hour. Per diem nurses' stand-by call hours will count towards their required hours for step increases per Appendix A, A.5.
2. Nurses who are not scheduled, but agree, at the request of the Hospital, to be on stand-by or on call for an open shift will be paid a differential of twelve dollars ($12) per hour.

3. Any Surgical Services nurse on stand-by or on call who is called in to work will be paid time and one-half (1.5) the nurse's regular hourly rate for all hours worked when called in to work, regardless of the number of hours worked during the nurse's regular shift. A nurse will be paid for a minimum of three (3) hours under this section when called in, regardless of the number of hours worked.

4. Annual Leave for Surgical Services Nurses. Surgical service nurses who are scheduled stand-by above their FTE status will receive an additional 20 hours of annual leave two full pay periods after contract ratification and thereafter, on the paycheck they receive after the first full pay period in January each year. New employees will receive a prorated amount based upon their length of employment in surgical services in that year.

5. **Distribution of the Standby/Call Obligation in Surgical Services**.

   a. The Hospital and the Union agree that they will establish the standby/call schedule utilizing the principles of Appendix C Master Schedules. The Hospital will make every reasonable effort to schedule assigned call time equitably. (Per diem nurse standby call is described in Article 1.10.)

   b. The unit guidelines will include an estimated range of required standby hours or shifts, based on unit staffing, including team composition. The UBSC will provide recommendations to management with respect to call hours and scheduling to ensure patient care needs are met.

   c. Nurses may, according to UBSC and manager approved guidelines, self-schedule a 48-hour weekend call so that they are not taking additional night call during the week prior or the week after the taken 48-hour call weekend.

d. Open shift differentials will not apply for nurse initiated trades, or personal preference in scheduling.

e. Per Diems in Surgical Services. In addition to the required three shifts per month, OR and PACU Per Diem nurses in surgical services can be required to sign up for a weekend and/or night standby call 27 hours every two (2) months or 40.5 hours every three months. A 24-hour weekend shift will satisfy the 27-hour requirement (e.g., they will not need to take 3 additional hours of standby call). Per Diem nurses must meet the patient care unit's education requirement for the year. A Per Diem Nurse may completely opt out of one four-week schedule period each calendar year, provided the nurse requests time off in accordance with Article 6, and the nurse does not request the same time period two years in a row (e.g., holiday time, spring break, etc.).

6. Nurses who are called in will be afforded an opportunity for adequate rest at a minimum of ten (10) hours before reporting to work for their next scheduled shift. If the employer cannot provide for adequate rest, the nurse will be paid time and a half for all hours worked on their scheduled shift following the hours actually worked due to call (call in).

LETTER OF AGREEMENT – TASK FORCE FOR HEALTH INSURANCE

The parties acknowledge and agree that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Hospital. Toward that end, the Hospital agrees that it will include two (2) nurses selected by the Union and one (1) representative from the Union to review the medical insurance provided by the Hospital. The Task Force will meet at least quarterly.

The purpose of this committee is to review relevant data and provide input and recommendations to the Hospital as to whether the insurance program is achieving the goal of improved wellness of employees and reduction in associated costs. The work of the Task Force could also include, e.g., an assessment of whether the anticipated cost increases were realized, whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization, etc. The parties further agree that if Providence creates a regional committee or task force (that is created to include employees at multiple Providence facilities in Oregon); the representatives on the Hospital's Task Force will be included in that regional Task Force.

This Task Force will jointly make recommendations for plan design. The Task Force will not, however, have the authority to negotiate or to change the terms of the contract.

LETTER OF AGREEMENT – 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 that unique experience tied to the mission and core values of Providence, the Hospital 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 (6) months and who apply for an open position will be hired over other external applicants, provided that the Hospital 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 (2) years; (2) the nurse has not received an overall score of “needs improvement” or lower at any time in the last two (2) years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action from the time of the announcement of the layoff until the time of the nurse’s application for employment 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 Hospital, the Hospital 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 Union contract if any of that nurses 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 Hospital. 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 Hospital, 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 Hospital campus as defined in this Agreement.

B. In the event of a health care unit restructure, the Hospital will, if possible, give the Union forty-five (45) 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 Hospital cannot, in good faith, give forty-five (45) days' notice, it will give the Union as much notice as is practicable.

C. The Hospital 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 Hospital from the other employer will have their seniority calculated in accordance with Article 12 as if they had worked at the Hospital. 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 Union 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 Hospital 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 adhere to the seniority and job posting provisions of Article 12 – Seniority and the interdepartmental transfer provisions of Article 13 – Job Bidding, section 13.1(B). Any positions not filled by nurses from within that unit will then be posted and offered to other Hospital nurses consistent with Article 13.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at the Hospital, those will be handled according to Article 12 – Seniority and Layoff, however 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 Hospital under the provisions of this Letter of Agreement, then finally among nurses who were employed by the Hospital at the time of the restructure.

G. The newly restructured unit or units at the Hospital will comply with all other provisions of the contract including Article 4 and Appendix C, though in the case of Appendix C a restructure as is contemplated in this Article will trigger the revision of the schedule as follows: Nurses' existing master schedules will be retained in the restructured unit as far as is feasible. If not, all nurses' master schedules can be retained, preference will be given to nurses' master schedules in seniority order. Any changes to the remaining nurses' master schedules will then be determined using the process set forth in Appendix C, Section K.

H. 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 he/she was paid at the nurse's prior employer, the Hospital 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 Appendices A, C, E and F of the parties' collective bargaining agreement.

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 Union and the other Providence employer.

MEMORANDUM OF UNDERSTANDING UNIT – SCHEDULING

In order to meet patient care needs and offer nurses a better work-life balance, the parties agree that for the duration of the agreement, each unit-based staffing committee may create an alternative process for scheduling variable nurses and posting schedules in accordance with Section 4.6A and Appendix C. Nurses will work with their manager to find time to work on scheduling.

Any alternative process must be subject to vote and supported by at least seventy-five percent (75%) of the nurses on the unit who vote. Staff will have fourteen (14) days from the presentation of the proposed change to signify their agreement or disagreement or forfeit their right to vote. The process will be inclusive to staff who are on leave or other time off. The process must then be approved by the unit manager, who will not unreasonably withhold approval. In order to receive approval, the alternative process must provide for manager approval of each final schedule. Any such approved alternative process will replace the process set forth in Section 4.6 of this Agreement. The unit-based staffing committee will report the unit's alternative process to the house-wide staffing committee and provide quarterly updates on the process to the house-wide staffing committee.

At any time during the agreement the nurses of each unit will meet with the unit manager to evaluate the alternative process. If a majority of the nurses and manager agree, the alternative process may at that point be permanently adopted. At any point during the agreement, a majority of nurses on the unit or the unit manager can revert to the scheduling process set forth in Section 4.6 of this Agreement.

A regular full-time nurse who is both a Certified Wound Ostomy Clinic Nurse and a Certified Foot Care Nurse (CFCN) will annually receive a payment of one-thousand dollars ($1,000.00), less withholdings. This payment will be prorated for part-time nurses. To qualify for payment under this provision, the nurse must be employed by the Hospital continuously during the year preceding the payment date. For currently employed nurses, the first payment will be received the first full pay period following ratification.

MEMORANDUM OF UNDERSTANDING

CRITICAL ACCESS SHORT NOTICE SHIFT

For the duration of this Agreement, renewable only upon mutual agreement, a nurse who works a shift that became open seventy-two (72) hour or less before start time due to an unexpected staffing shortage will receive a differential of twenty-five dollars ($25) per hour.

MEMORANDUM OF UNDERSTANDING – WAGE REOPENER

The parties agree to reopen this Agreement on January 1, 2027, for the limited purpose of negotiating increases to the wage step scales to be effective the first full pay period in January 2027 through the pay period that includes the contract expiration date, March 31, 2027. All other provisions of the Agreement will remain in full force and effect through expiration according to Article 21 Duration of Agreement. The parties agree to begin this limited bargaining around the week of November 2, 2026.

Date: 4/10/2025

Carly Elliott, CNO

Date: 2/20/2025

Timothy Welp, ONA Representative

PROVIDENCE OREGON AND ONA AGREEMENT ON HEALTH CARE WORK GROUP

Providence's Oregon ministries ("Providence") and the Oregon Nurses Union ("ONA") and American Federation of Teachers ("AFT") have a shared interest in ensuring caregivers and their families have access to quality, affordable health care at a sustainable cost for both the caregivers the employer. To that end, ONA and Providence agree to create a work group to share information, discuss and explore potential health care options as follows:

An equal number of Providence and ONA representatives will participate in the work group, consisting of one ONA representative regularly assigned to each bargaining unit and one core leader from each respective ministry. The parties may mutually agree to invite an equal number of AFT and management representatives to participate in a particular session.

The parties will meet quarterly for two (2) hours (or more if mutually agreed) at a mutually agreeable location. The parties may exchange information electronically in between sessions. Parties and guests may participate in the work group electronically to accommodate geographic location/travel needs and to facilitate participation.

The parties agree to use the work group to share and discuss information and ideas, and to explore potential options for providing health care options, including but not limited to a Taft Hartley health plan, to caregivers and their families.

The parties may mutually agree to invite guest speakers including subject matter experts from ONA, Providence or external organizations.

The parties agree the work group is exploratory and will not have authority to make benefits election, financial or other operational decisions. An annual report will be presented to the parties.

The parties agree the work group will be a safe place for the parties to express themselves and share information. While the parties may have different perspectives on a particular issue, they agree to assume good intentions and interact with each other in a respectful manner. To further that end, the parties agree that they may only share discussions, presentations and materials from the work group internally with their stakeholders, and will not do so publicly.

This agreement will remain in effect for three years and thereafter until such time as either party provides the other 90 days' written notice that the agreement will end. Both parties agree that no reason is required and neither party will comment on or characterize the other's termination of the agreement.

Signed and so agreed this _____ day of _____ 2025

Providence Oregon	**Oregon Nurses Association**

MEMORANDUM OF AGREEMENT – BENEFITS NAVIGATOR

The parties agree that, to assist with the transition to Aetna as a third-party administrator for health benefits, a dedicated Benefits Navigator will be made available through Aetna to bargaining unit employees. The Benefits Navigator will be available to assist bargaining unit employees for a period of six (6) months following ratification of the collective bargaining agreement between Providence Hood River Memorial Hospital and the Oregon Nurses Association. The Benefits Navigator will be available to assist bargaining unit employees with questions regarding the transition to Aetna, the available benefits, utilization of benefits, and similar health benefits issues. Bargaining unit members will first connect with an Aetna representative via the contact methods set forth on the Aetna Member Portal to attempt to address issues before reaching out to the Benefits Navigator. The parties agree and acknowledge that no grievance shall result from utilization of the Benefits Navigator.

Date: _____	**Date:** _____
_____	_____
Carly Elliot, CNO	**Timothy Welp, ONA Representative**

PROVIDENCE OREGON/ONA SETTLEMENT PROPOSAL 022025

Providence Oregon/ONA Settlement Proposal 022025

- Providence ministry proposed ATBs all contracts
- Fill ghost steps and add steps through 30 for all contracts applying methodology discussed effective 2026
    - Eliminate St. Vincent 30 year RN bonus
- Differentials as proposed by Providence ministries at each table
- Extra shift differential $20 (specific ministry MOUs still in place)
- Ratification Bonus
    - 75% x (times) 2024 increase in hourly rate x (times) hours worked in 2024 since contract expiration (excludes PPMC and Seaside)
        - Base rate only (no diffs)
        - Hours worked only includes actual hours worked, overtime, education, meetings, orientation, PTO for low census, vacation for low census only for grandfathered St. Vincent group
        - 75% of total payable following two full pay periods after ratification, must be employed in bu at rat and maintain employment in bu through payment date
        - Remaining 25% of total payable first full pay period following October 1, 2025, must be employed in bu at rat and maintain employment in bu through payment date
    - PPMC and Seaside
        - $1,750 payable following two full pay periods after ratification, pro-rated by FTE (.9 FTE paid as 1.0; .25 per diem), must be employed in bu at rat and maintain employment in bu through payment date
        - $750 payable first full pay period following October 1, 2025, pro-rated by FTE (.9 FTE paid as 1.0; .25 per diem), must be employed in bu at rat and maintain employment in bu through payment date
- Staffing language as determined at each table
    - 1.0 meal and 1.0 break penalties all tables
- Benefits
    - Dedicated Oregon Health Care Navigator 6 months (LOU)
    - Health Care Work Group (LOU between Providence Oregon and ONA/AFT) – joint public statement of support
- Parties commit to partnering in mutually agreed upon relationship-building activities away from bargaining table, at minimum including task force and staffing committees
- 3-year contracts from current expiration dates, except:
    - Milwaukie expiration date changes to 12/31/26
    - Hood River wage reopener 01/01/27, bargaining commences 60 days before
- All other articles and language clean-up as agreed at individual tables, otherwise back to book

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- ONA and Providence dismiss all ULPs and staffing-related grievances subject to review of list
- Bargaining teams strongly recommend ratification (except Medford, which remains neutral)
- Return to work day/time mutually agreed upon by parties

Kathleen Keane
Providence St. Vincent

Virginia Smith, RN
Providence Willamette Falls

Christie Sowards
Christie Sowards
Providence Milwaukie

R. BOTTERILL RN
PROVIDENCE PORTLAND

Brittany Foss
BRITTANY FOSS
PROVIDENCE HOOD RIVER

Heather F Murdoch Medema
Seaside Hospital

Whitney Evans
Whitney Evans
Providence Medford

Denise Arnold
Providence Newberg

Jennifer Burns
Chief Executive Oregon Providence

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CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,

18765 SW Boones Ferry Road Ste 200,

Tualatin OR 97062-8498 or by Fax 503-293-0013.

Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL April 1, 2024 through March 31, 2027.

Signature: _____

Today's Date: _____

Mailing Address: _____

_____

_____

Cell Phone _____ Work Phone: _____

Email: _____

Unit: _____ Shift: _____