PROVIDENCE WOMEN'S CLINIC

&

OREGON NURSES ASSOCIATION

RN UNIT

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE FEBRUARY 4, 2025 – DECEMBER 31, 2026

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

A. <u>Recognition</u>. Providence Women's Clinic (Clinic) recognizes the Oregon Nurses Association (ONA) as the exclusive bargaining representative with respect to the rate of pay, hours of work, and other conditions of employment for a bargaining unit composed of all full-time, regular part-time, and per diem Registered Nurses employed by the Clinic at its facilities located at 4400 NE Halsey St Bldg 1, Ste 285, Portland, OR 97213; 10330 SE 32nd Avenue, Suite 305, Milwaukie, OR; 4004 Kruse Way Place, Suite 300-A, Lake Oswego, OR; 9135 SW Barnes Road, Suite 761, Portland, OR; 12345 SW Horizon Boulevard, Suite 57-B, Beaverton, OR; and 7305 SE Circuit Drive, Suite 260, Hillsboro, OR; but excluding all Medical Directors, Certified Nurse Midwives, Lead Midwives, Midwife Supervisors, Physicians, Nurse Practitioners, Nurse Supervisors, Quality Program Manager Registered Nurses, and guards and supervisors as defined by the Act. In the event the Clinic relocates one of the aforementioned clinic locations, the Clinic recognizes that Registered Nurses, as defined above, who are employed at the relocated clinic will be represented by the Union and remain within the bargaining unit.

1. <u>Regional Float Pool Nurses.</u> Regional Float Pool Nurses who may temporarily work at the Clinic due to a bargaining unit nurse's leave of absence and/or an open position will not be considered part of the bargaining unit. In the event that an individual Regional Float Pool Nurse works more than one hundred eighty (180) calendar days consecutively at the Clinic, the Clinic agrees to notify the Union of the continued use of the Regional Float Pool Nurse and discuss the reasons for continued use of the Nurse such as additional coverage of a leave of absence.

B. <u>Membership</u>. Because nurses have a high degree of professional responsibility to the patient, nurses are encouraged to participate in ONA to define and upgrade standards of clinical practice and education through participation and membership in their professional association.

1. The following provisions apply to any nurse hired by PWC before February 1, 2025 ("Effective Date"): Membership in the Union shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before February 1, 2025, voluntarily joins the Union or has voluntarily joined the Union as of February 1, 2025, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one (1) of the two (2) options listed in 2(a)ii or 2(a)iii below.

2. The following provisions apply to any nurse hired after February 1, 2025:

a. By the 31st calendar day following the day that the nurse begins working, each bargaining unit nurse must do one of the following, as a condition of employment:

i. Become and remain a member in good standing of ONA and pay membership dues (ONA member); or

ii. Pay a representation fee established by ONA in accordance with the law; or

iii. Exercise their right to object on religious grounds. Any nurse 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 ONA and the Employer. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

b. The Clinic will distribute membership informational material provided by ONA to newly employed nurses including a copy of the Collective Bargaining Agreement, a form provided by the Union that confirms the provisions of Section B.1 above, and ONA's form authorizing voluntary payroll deduction of dues, if such form expressly states that such deduction is voluntary. The nurse will be asked to sign upon receipt and return the signed form directly to ONA. The Clinic will work in good faith to develop a procedure to retain copies of such signed forms.

c. A nurse should notify ONA's Membership Coordinator, in writing, of a desire to change their status under the provisions of Section B.1 above by mail to the business address for ONA.

d. ONA will provide the Clinic with copies of at least two notices sent to a nurse who has not met the obligations to which they are subject, pursuant to this Article. ONA may request that the Employer 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, the Clinic will terminate the nurse's employment no later than fourteen (14) days after receiving the written request from ONA. The Clinic will have no obligation to pay severance, or any other notice pay related to such termination of employment.

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

4. ONA will indemnify and save the Clinic harmless against any and all third-party claims, demands, suits, and other forms of liability that may arise against the Employer by reason of any actions taken in connection with this Article.

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

C. Orientation. During the first thirty (30) days of the newly hired nurse's employment, a bargaining unit nurse designated by ONA may arrange with the newly hired nurse for thirty (30) minutes to discuss ONA membership and contract administration matters provided the discussion does not interfere with the work of either nurse.

A newly hired nurse and the ONA designated nurse involved in this orientation will be released from otherwise scheduled work and will be paid for this released time. If such conversation happens outside the ONA designated nurse's regularly scheduled work week, they will not be compensated for the additional time. To ensure the meetings do not interfere with work and the time is properly tracked and compensated without unnecessary cost to the Clinic, the bargaining unit nurse designated by ONA

to discuss membership during such orientations shall inform the Clinic when the thirty (30) minute discussion is scheduled.

ARTICLE 2 - UNION BUSINESS

A. <u>Rosters.</u> On a quarterly basis, the Clinic will provide the bargaining unit chair and the Union electronically with a list of bargaining unit nurses which will include nurses' names, addresses, FTE, job classification/title, assigned clinic location, date of hire with the Clinic, personal email and telephone number. In addition, every three (3) months, the Clinic will provide information to the Union about the terminations and transfers of bargaining unit members. The Union shall provide a list of local officers, committee members and authorized representatives (to include shop stewards/grievance officers) on an annual basis and will notify the Clinic of any change(s) within thirty (30) days of the change(s).

B. <u>Access to Premises - Union Staff.</u> Non-nurse representatives of the Union will be allowed to enter the Clinic's premises for pre-scheduled meetings with management (e.g., grievance meetings). In addition, authorized union representatives will have access at reasonable times to those areas of the Clinic's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, work areas or other patient care areas unless advance approval has been obtained from Human Resources or the Clinic Manager; requests for access will be made with reasonable advance notice preferably in writing where feasible. Nurses who are members of the bargaining unit may make such requests to Human Resources or the Clinic Manager on behalf of Union representatives and may request use of meeting rooms or office space for the nurse(s) and representatives, provided that such requests comply with the Clinic's guidelines on use of such space, e.g., adherence to patient privacy and confidentiality policy and non-interference with performance of work. Requests for access will not be unreasonably denied. Any such denial must be provided in writing (or verbally, with appropriate follow-up in writing) with the justification for denial stated and a list of not less than two alternate times and/or spaces when the representative would be approved for said visit. This limited right of access to the Clinic's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere

with or disturb employees in the performance of their work during working hours and shall not interfere with or provide any distraction to patient care, patient families, or the normal operation of the Clinic.

C. Meeting Rooms. The Union recognizes that the Clinic has limited meeting room space available. Subject to the Clinic's guidelines on use of meeting/conference room space, the Union may utilize an available room of the Clinic for official Union meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available. Any bargaining unit nurse who so desires shall be entitled to attend such meetings during non-working time.

D. Negotiations. Each party to negotiations is responsible for the availability of the bargaining team it has chosen to represent it. Nurse members of the Union's negotiating team will work with their leaders to make good faith attempts to adjust their schedules to accommodate negotiations, which may include schedule trades and advance scheduling of time-off for negotiation dates. Requests for agreed-upon schedule trades between nurses will be honored.

E. Bulletin Boards. A bulletin board in a mutually agreed upon location at each clinic, shall be designated for the use of the bargaining unit. The Provider and RN unit will share the bulletin board. The Union may post local unit meeting notices, Union recreational and social affairs, appointments, newsletters and elections or other relevant union information on the designated bulletin board. Such notices shall not exceed standard legal size and may not be defamatory.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as may be limited by an express provision of this Agreement, and applicable federal law, all rights to manage the facilities and direct employees are vested exclusively in the Employer. This Article is intended as a clear and unmistakable waiver of the subject matters identified except to the extent a different Article expressly addresses that issue. This Article does not waive any bargaining obligation that the employer may have under Federal law on any subject that is not identified in this Article. The management rights as to which the Employer may so act include, but are not limited to:

- determining its services, methods for delivering services and operations;
- the right to discontinue or transfer processes, services or operations;
- to sell or lease the business;
- to introduce new or different methods, processes, procedures, technological changes, equipment or facilities;
- to automate job functions or duties, and/or to determine, or redetermine, the methods, processes, equipment, and materials to be employed;
- to subcontract work, provided that it has given the Union thirty (30) days advance notice, and upon request, meets to discuss impacts to bargaining unit nurses;
- to hire or contract for temporary employees to perform work;
- to establish or continue policies, practices, or procedures except those that conflict with the provisions set forth in this Agreement;
- to establish, modify and enforce reasonable rules and regulations, pertaining to, employee conduct, safety policies and procedures, as well as work activities, and to amend and revise current policies, rules and regulations, except those that conflict with the provisions set forth in this Agreement, without first having to bargain with the Union to impasse or agreement;
- to select and to determine the number and types of employees required;
- to determine or redetermine the number and kinds of classifications required subject to the provisions set forth in this Agreement, including appropriate notice to the Union;

- to assign work covered by this Agreement in accordance with the requirements determined by management;
- to establish and change work schedules, shifts, locations, duties and assignments subject to the provisions set forth in this Agreement;
- to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty, subject to the provisions set forth in this Agreement;
- to establish wage rates for new or changed classifications or positions following appropriate notice to the Union and bargaining about appropriate wage rates;
- to establish reasonable work or performance standards;
- to shut down for any lawful reason necessary;
- to suspend, discharge, or otherwise discipline employees for nondiscriminatory, legitimate reasons subject to the provisions set forth in this Agreement;
- to fix reasonable standards of quality and quantity for work to be done;
- to determine job content, provided that the Union may request to bargain impacts when the Clinic changes job content of bargaining unit nurses;
- to discontinue and modify past practices of any nature except as may be limited by this Agreement. Nothing herein limits the Clinic's obligation to provide notice to the Union about the discontinuance/modification of such practices, and upon request, meet to bargain impacts;
- to alter, rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions in accordance with the provisions set forth in this Agreement.

All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine, except as may be limited by applicable federal law, including the National Labor Relations Act.

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY

A. The parties agree and support the policy to employ, evaluate, compensate, promote and retain individuals on the basis of qualifications, ability, and performance regardless of union membership, race, national origin, age, color, sex, marital status, religious belief, veteran status, political ideology, sexual orientation, gender identity or expression, genetic information, or disability.

B. Neither the Union nor the Employer shall discriminate against any nurse on account of the nurse's choice to join or refrain from joining the Union, nor shall either party discriminate against any nurse for lawful activity on behalf of or against the Union, provided, however, the parties understand that any such activity must not interfere with normal Clinic routine, patient care, comfort, and safety, or the nurse's duties or the duties of other Clinic employees.

ARTICLE 5 – DEFINITIONS

A. Definitions

1. Clinic Location: As referred to in this Agreement, a clinic location is the physical location where bargaining unit nurses are principally assigned to work.

a. Eastside. Eastside clinic locations include East Portland and Milwaukie.

b. Westside. Westside clinic locations include St. Vincent's, Progress Ridge, Reed's Crossing, and Mercantile.

2. Shift. The scheduled hours of a nurse's workday.

3. Clinic Manager. A Clinic Manager is responsible for the operations of a clinic location(s) and supervises non-provider team members of the clinic location(s).

4. Team. An interdisciplinary group of caregivers, including nurses, within a Clinic Location.

B. Status of Nurses

1. Regular Full-Time Nurses. A regular full-time nurse is a nurse with a .90 - 1.0 FTE. For purposes of health and welfare benefits, "full-time" is defined as a nurse with a FTE of .75 or more.

2. Regular Part-Time Nurse. A regular part-time nurse is a nurse who is regularly scheduled to work at the Clinic but has an FTE of less than 0.9. For purposes of health and welfare benefits, "part-time" is defined as a nurse with a FTE of .50 - .74. Regular part-time nurses with less than a .50 FTE are not benefits eligible.

3. Per Diem Nurse. A per diem nurse does not have a designated FTE and is not eligible for benefits.

a. Per diem nurses must be available for a minimum number of shifts, specified by the clinic location, during each scheduling period. A per diem nurse may opt out of one (1) calendar month each calendar year provided that the month is agreed upon, in advance, by the Clinic Manager and nurse.

b. If a per diem nurse desires to be a regular part-time or full-time nurse, the nurse should notify their leader. Further, a per diem nurse who has averaged twenty-four (24) or more hours of work per week during the preceding six (6) months may apply in writing for reclassification. The Clinic will determine whether a regular part-time or full-time position is available based on its operational needs. If the Clinic determines that a regular part-time or full-time position is available, an eligible per diem nurse applicant will be reclassified as of the next schedule to be posted to a regular part-time or full- time schedule, as appropriate.

ARTICLE 6 - WORKING CONDITIONS

A. <u>Remote Work.</u> At the Clinic's discretion, nurses may work remotely when performing triage over the phone and other administrative tasks. The Clinic will give preference for remote work to 1.0 FTE nurses who desire to work remotely, and will endeavor to provide those nurses with one (1) remote workday per week, provided that, in the judgment of the Clinic, remote work is consistent with patient care and operational needs. Remote work assignments will be determined by seniority if limited opportunities will be available.

B. <u>Meetings.</u> At the Clinic's discretion, a nurse may be permitted to attend meetings or complete the required education remotely.

1. If attending remotely, the nurse must appropriately document all time worked.

2. Nurses must obtain pre-approval from their core leader if attending meetings and/or completing required education (remotely or in-person) would result in overtime.

3. Nurses must satisfy all Clinic expectations for remote attendance of meetings and/or completing required education.

C. <u>Equipment and Supplies.</u> The Clinic will engage in reasonable efforts to make available office space, furniture, fixtures and equipment as well as inventory, supplies and such other materials and services as are necessary for nurses to provide services under this Agreement. Disputes about the availability of equipment and supplies may be discussed at Step One of the Grievance process set forth in this Agreement, but will not be subject to Steps 2-4 of the Grievance process. Concerns about available equipment and supplies may be raised in the Clinic Resource Committee.

ARTICLE 7 - EMPLOYMENT STATUS

A. Probationary Period. A nurse employed by the Clinic shall not become a regular employee and shall remain a probationary employee until they have been continuously employed for a period of ninety (90) days. However, at its discretion, the Clinic may extend the nurse's probationary period up to an additional sixty (60) days by written notice to the nurse and the Union.

B. Discipline. The Clinic shall have the right to discipline, suspend or terminate regular status nurses for just cause. The Union may file a grievance on behalf of the nurse if they believe this Article has been violated. The parties agree that termination of a nurse deemed to be incapable or incompetent shall be deemed to be for just cause where such determination is made by the Clinic in good faith and based upon established job criteria.

1. Investigatory Interviews. The Clinic will comply with nurses' *Weingarten* rights, which pertain to a nurse's right to request for Union representation during an investigatory interview that may result in discipline for the nurse.

2. After three (3) years, if the nurse has not been subject to additional corrective and/or disciplinary action, the nurse may submit a written request to the Chief Human Resources Officer seeking that the discipline not be considered for future disciplinary action by the Clinic. The Chief Human Resources Officer has sole discretion to approve or deny this request; however, if this request is granted, the prior corrective and/or disciplinary action may still be considered insofar as evidence that the nurse had notice of the rule, policy and/or expectation at issue in the corrective and/or disciplinary action.

C. Notice of Resignation By Nurses. Nurses are encouraged to give as much advance notice of resignation as possible to facilitate posting and recruitment such that resignations do not negatively impact Clinic staffing. All nurses shall give the Clinic no less than thirty (30) calendar days' written notice of an intended resignation to the Clinic. The Clinic reserves the right to rescind any

approvals for time-off previously given to the nurse during the last fourteen (14) days of the notice period, and has the right to deny requests for time-off during this thirty (30) day notice period. Nothing in the preceding sentence shall prevent the nurse from utilizing PTO in the event of an unplanned qualifying event (i.e. illness). Failure to give thirty (30) day notice by the nurse will result in forfeiture of any unpaid PTO/vacation compensation and may, at the Clinic's discretion, make the nurse ineligible for rehire. The Clinic will give consideration to situations that would make lack of notice by a nurse excusable.

D. <u>Performance Improvement Plans and Other Discipline/Corrective Action.</u> The Clinic, at its discretion, has the right to place a nurse on a performance improvement plan for unsatisfactory performance. Any such performance improvement plan may, at the discretion of the Clinic constitute progressive discipline under the just cause standard agreed upon by the parties in this Article, in which case, prior to meeting, the Clinic will inform the nurse of its intent to consider the performance improvement plan as progressive discipline. Further, at its discretion, the Clinic may issue to nurses a verbal warning, written warning, or other form of corrective action, all of which will constitute progressive discipline under the just cause standard agreed upon by the parties. The Clinic is not obligated to issue all of the above types of corrective action before making a decision to terminate the nurse. Both parties recognize that the severity of the misconduct will dictate what progressive discipline is appropriate. Disciplinary action will be conveyed in a private manner. A nurse will also be permitted to submit to their personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.

E. <u>Reports to the State Based Licensing Board/Association</u>. Under normal circumstances, the Clinic will make a reasonable effort to inform a nurse if the Clinic is making an official report about the nurse to the relevant state-based Licensing Board/Association. The Union understands that individual employees and/or leaders have the right to make confidential reports to a state Licensing Board/Association and may not inform the Clinic about a report being made; in such circumstances, the Clinic has no obligation to inform the nurse. Such

reports, made by the Clinic in good faith, shall not be subject to challenge or review under the grievance procedure in this agreement.

F. <u>Personnel Files.</u> A nurse may review the contents of their personnel file upon request.

G. <u>Exit Interview.</u> A nurse shall, if they so request, be granted an exit interview upon the termination or resignation of their employment.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. Grievance Definitions. A grievance is defined as an alleged violation of the terms and conditions of this Agreement by the Clinic. If an alleged violation by the Clinic arises, the nurse is encouraged to discuss it with their immediate supervisor in an effort to resolve it, prior to filing a formal grievance. As used in this Article, the word "days" shall mean calendar days.

B. Time Limits. The time limits in this Article may be extended by mutual written consent of the parties. By mutual written agreement, the parties may waive steps of the grievance procedure.

C. Probationary Nurses. Probationary nurses shall have access to this grievance and/or arbitration procedure except for matters relating to discipline or termination.

D. Procedure. To advance a grievance to the next step of the grievance procedure beyond the first, the nurse's appeal from the grievance resolution/decision shall include a supplementary written statement identifying the remaining unresolved issues and why the resolution/decision at the previous step was not acceptable.

Step 1: Nurse and Direct Supervisor

If a nurse has a grievance, the nurse shall present the grievance in writing to the nurse's direct supervisor and a copy to Human Resources within twenty-one (21) calendar days from the date when the nurse became aware or reasonably should have been aware of the event from which the grievance arose. The written statement shall describe the Article of this Agreement allegedly violated, why and how it was violated, and the remedy requested. Upon receipt thereof, the direct supervisor (or their designee) shall attempt to resolve the problem and shall respond in writing within twenty-one (21) calendar days following receipt of the written grievance.

Step 2: Nurse and Clinic Manager

If the matter is not resolved at Step 1, the nurse shall present the written grievance and supplemental statement within fourteen (14) calendar days of receiving the direct supervisor's decision to the Clinic Manager. The Clinic Manager (or designee) and the nurse shall confer in an attempt to resolve the grievance. A Bargaining Unit Representative and/or the Union Representative may be present, if requested by the nurse. This meeting shall be scheduled within fourteen (14) calendar days after receipt of the Step 2 supplemental statement, unless the parties are not available, in which case, the meeting will be scheduled as soon as possible. The Clinic Manager (or designee) shall issue a written reply within fourteen (14) calendar days following the Step 2 meeting.

Step 3: Nurse and Operations Director

If the matter is not resolved at Step 2, the nurse shall present the written grievance and supplemental statement to the Operations Director or designee within fourteen (14) calendar days of receipt of the Step 2 response. Within fourteen (14) calendar days thereafter (which may be extended if the parties are not available to meet), there shall be a meeting with the Operations Director, or designee, the nurse and/or the Bargaining Unit Representative and/or a Union Representative. The Operations Director or their designee will issue a response within twenty-one (21) calendar days following the meeting.

Step 4: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing for arbitration within fourteen (14) calendar days following receipt of the Step 3 decision.

a. Within twenty-one (21) calendar days of notification that the dispute is submitted for arbitration, the Clinic and the Union shall attempt to agree on an arbitrator. If the Clinic and the Union cannot agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

b. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

c. Each party shall bear one-half of the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

E. Mediation. The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation may be used between any steps in the grievance procedure, but shall not itself be considered a step in the grievance procedure and shall pause any timelines provided for in this grievance process. Should the grievance submitted to mediation subsequently be pursued to arbitration, the Clinic shall not be liable for any potential back pay liability for that period of time when the parties agreed

to mediate until the parties terminate the mediation effort, if the mediation process extends or delays the arbitration time limits.

F. <u>Withdrawal of the Grievance</u>. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the Grievance Procedure.

G. <u>Group/Association Grievance</u>. Any grievance that is filed on behalf of the entire bargaining unit must identify, by name, at least two (2) nurses in the bargaining unit from different clinic locations who have been impacted by the alleged violation of the Agreement. Failure to identify at least two (2) nurses from different clinic locations who have been impacted by the alleged violation will result in treatment of the grievance as an individual grievance. The Union may choose to present a group/association grievance at Step 1 if the affected nurses have the same direct supervisor. Otherwise, the group/association grievance will be presented at Step 2.

ARTICLE 9 – PAID TIME OFF

A. <u>Paid Time Off (PTO)</u>. All full-time and part-time nurses who are regularly scheduled to work at least twenty (20) hours per week (.5 FTE) will be eligible for the same Paid Time Off program as non-represented hourly caregivers of the Clinic. The intent of PTO is to allow nurses time off for vacation, holidays, personal days and/or incidental sick time or any other reason required by applicable federal, state or local laws.

B. <u>Accrual</u>. All full-time and part-time nurses who are regularly scheduled to work at least twenty (20) hours per week (.5 FTE) will accrue PTO hours each pay period for hours worked, excluding overtime hours or unpaid leave time, based on their length of service and starting with the date of eligibility. The rate of accrual and the maximum accrual will follow the schedule set forth below:

Years of Service	Grant Hourly Rate	Per Pay Period	Accrual Per Year	Maximum PTO Balance
Less than 3	0.096125	7.69	200 hours	300 hours
3 to less than 5	0.10775	8.62	224 hours	336 hours
5 to less than 10	0.115375	9.23	240 hours	360 hours
10 to less than 15	0.126875	10.15	264 hours	369 hours
15 or more	0.134625	10.77	280 hours	420 hours

*Based on 1.0 FTE: 80 hours per pay period

1. Each nurse's PTO balance is subject to a maximum accrual of one and one half (1.5) times their annual accrual rate, which is not prorated for nurses whose FTE status is less than 1.0. Accruals will stop when the maximum limit is reached and will resume when time off has been taken and the PTO balance falls below the maximum.

2. A nurse will continue to accrue PTO while out on paid leave.

C. **Pay**. PTO pay will be at the nurse's straight-time hourly rate of pay. PTO pay is paid on regular paydays after the pay period in which the PTO is used. Advance PTO payments are not allowed.

D. **Scheduling.**

1. PTO hours should be recorded in the appropriate increments that match the nurse's regular work schedule and time taken.

2. When requesting PTO, nurses should submit their time off request(s) through the Clinic's designated PTO request processes which currently requires nurses to submit their time off requests via an online system. The nurse will receive an approval or denial of the request as set forth below.

a. Prime Time PTO request process. "Prime Time" is defined as follows: the week preceding New Year's Day, spring break, Memorial Day, the week where July 4th falls, Labor Day, the week where Thanksgiving falls, and the week preceding Christmas Day. For Prime Time PTO requests, nurses should submit their requests by June 1st for the winter holiday season (Thanksgiving, Christmas, and New Year's weeks); by November 1st for the spring Prime Time season (Spring Break and Memorial Day week), and; by March 1st for the summer Prime Time season (July 4th and Labor Day weeks). The Clinic will either approve or deny the request no later than thirty (30) days following the request deadline date.

b. For non-Prime Time PTO requests at clinic locations that do not use a quarterly scheduling process which incorporates scheduling of PTO, nurses should submit their requests no later than the tenth (10^{th}) of the month prior to the month during which the PTO is to be taken; the nurse will be informed of approval or denial of the request within fourteen (14) days following the date of submission.

c. If a clinic location has adopted a quarterly scheduling process which incorporates scheduling of non-Prime Time PTO, the nurse's PTO submission deadline and time of approval/denial will follow the quarterly schedule used by that location.

d. If a nurse is requesting non-Prime Time PTO for a time period covered by a schedule that has already been posted, e.g., PTO later in the month, the nurse should submit their request as soon as possible; the Clinic will inform the nurse if their request is approved or denied as soon as possible, but not later than seven (7) calendar days from receipt of the request.

3. If more nurses within a clinic location request the same dates for PTO than the Clinic determines to be consistent with its operating needs, Clinic management will meet with the requesting nurses to address the conflicting requests and attempt to reach a mutual agreement regarding PTO time for the nurses. If an agreement cannot be reached, preference in scheduling PTO will be in order of seniority (see Article 17-Seniority and Job Posting). If a nurse is not able to take requested Prime Time PTO, that nurse will receive priority for their next Prime Time PTO request for the same Prime Time period; if more than one nurse at a clinic location is denied their request for Prime Time PTO, priority for the next Prime Time PTO request for the same Prime Time period will be decided by order of seniority. In the event that a nurse needs time off for major life events and the Clinic is not able to approve the request for PTO, the nurse may seek shift swaps (provided the leader approves). Further, the nurse's leader may, in their

discretion, increase the number of nurses allowed off, based on the leader's assessment of the Clinic's operational needs.

4. If the Clinic desires to change its current PTO request and approval processes for a clinic location, it will provide thirty (30) days advance notice to the Union, and upon request by the Union, meet to bargain the impacts of the change.

5. Due to the Clinic's operational needs, nurses may be asked to postpone their scheduled PTO days. The Clinic will undertake all reasonable efforts to avoid postponement of a nurse's scheduled PTO day including but not limited to approving shift swaps and scheduling per diem nurses.

6. In the event nurses at a particular clinic location have concerns about a pattern of denial of PTO or a specific situation involving denial of their PTO request, nurses are encouraged to discuss the issue with their Clinic Manager. If the concern has not been resolved, the Union may raise the concern at Task Force.

E. <u>Use</u>.

1. Time becomes available for use, with the nurse's leader's approval, once the accrual shows in the nurse's PTO bank on the last day of each pay period.

2. Nurses are required to use accrued PTO for planned and unplanned time off unless federal, state and/or local laws allow them the choice on whether they want to use their PTO or go unpaid.

3. PTO can be used to cover the waiting periods for both short-term disability and workers' compensation leaves. PTO can also be used to supplement Paid Leave Oregon, short-term disability, workers' compensation benefits or Paid Parental Leave to 100% of base pay for the life of the claim or until

PTO is exhausted, but no longer than six (6) months from the first date of disability.

F. <u>Holidays</u>. The following are the Clinic's observed holidays, which will be observed on the federally recognized day of observation except when they fall on a Saturday or Sunday. Saturday holidays are observed on the preceding Friday and Sunday holidays are observed on the following Monday:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	(Day After Thanksgiving Day*)
Independence Day	Christmas Day

*The Day after Thanksgiving is not a recognized holiday by the Clinic. However, the Clinic may decide whether to close clinic locations and/or have reduced services. If the Clinic decides that clinic location(s) will be closed, the same rules regarding Holidays will apply. If it decides that clinic location(s) will be open, nurses may be scheduled to work.

Nurses are required to use PTO for holidays observed by the Clinic unless the nurse is scheduled to work subject to the provisions in this section.

1. When a nurse is regularly scheduled to work an observed holiday and requests time-off or the Clinic closes early the day before a scheduled holiday (provided that the nurse is scheduled to work), PTO will be used for the time-off. However, if the nurse, with the manager's approval (or if the nurse requests but is not assigned to work), works a substitute day or equivalent hours during the same pay period (unless the substitute day/hours would result in overtime, in which case, the substitute day/hours must be worked during the same workweek), the nurse is not required to use PTO for the holiday.

2. Nurses who volunteer to work when the Clinic requests such work will be paid their regular rate for those hours, unless it is considered overtime as set forth in Article 10-Hours of Work. Nurses who are required to work by the Clinic on an observed holiday will be paid one and one-half (1.5) times their regular rate including any normal differentials.

3. In situations where the nurse works a partial day on a holiday, PTO is applied to the time not worked, to equal a full, regular shift. If accrued PTO is available, it must be used before unpaid time is reported by the nurse.

G. <u>PTO Cash Out</u>. Accrued PTO will be cashed out at the time of the nurse's separation, provided that the nurse has provided sufficient advance notice of their resignation (see Article 7.5 -Notice of Resignation by Nurses), or the nurse moves to a non-PTO eligible position, e.g., per diem. A nurse is not eligible for PTO Cash Out if the nurse is discharged for just cause or did not provide sufficient advance notice of their resignation.

ARTICLE 10 - HOURS OF WORK.

A. Work Period. The basic work period shall consist of a seven (7) day period or fourteen (14) day period, as mutually agreed between the Clinic and nurse, in accordance with the Fair Labor Standards Act.

B. Workday. Typically, the basic workday shall be eight (8) hours to be worked within eight and one-half (8.5) consecutive hours or ten (10) hours to be worked within ten and one-half (10.5) consecutive hours. Innovative individual work schedules may be implemented when mutually agreed to by the nurse and the Clinic.

C. Meal/Rest Period. The basic workday shall include a thirty (30) minute meal period on the employee's own time if relieved of duties during this period. If not relieved of duties and unable to leave the Clinic, the nurse shall be compensated for such time at the appropriate rate of pay. Nurses will receive one (1) fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work which, insofar as is practicable, should be taken near of middle of the four (4) hour work period. Nurses should notify their supervisor as soon as possible if they believe they will be unable to take a timely rest or meal period. Rest periods and meal breaks will be administered in accordance with state law and applicable regulations.

D. Overtime. All work in excess of the basic work period shall be compensated for at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay in accordance with applicable law.

1. Time paid for but not worked shall not count as time worked for the purpose of computing overtime pay. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1 1/2).

E. <u>Scheduling.</u> Nurses will be scheduled using either a set schedule or variable schedule, based on their clinic location's practices for scheduling. All nurses working at a clinic location will follow that location's practices for scheduling. Nurse schedules shall be electronically posted by the Clinic no later than four (4) weeks before every scheduling period and in accordance with the clinic location's practices for scheduling.

1. <u>Temporary Schedule Changes</u>. Should the Clinic determine that it needs to change a nurse's schedule to accommodate the needs of the clinic, they shall notify the affected nurse(s) as soon as possible. The Clinic will seek volunteers in such circumstances before requiring that a nurse work a shift that they had not previously been scheduled for on the posted schedule. If the Clinic requires nurses to work a shift they were not previously scheduled for, the Clinic will maintain a list by clinic location and rotate nurses who are required to work, starting with the least senior nurse first. The Clinic reserves the right to modify a posted schedule to address the Clinic's operational and patient care needs.

2. <u>Permanent Changes to Scheduling Processes</u>. In the event the Clinic desires to change its scheduling periods and processes (set schedule versus variable schedule) at a clinic location, the Clinic will provide at least thirty (30) days' notice before initiating the change, and upon request, meet to bargain any impacts of the change, which may include a bidding process for new set schedules (if applicable). For Clinics using set schedules, when an established set schedule opens due to the departure of a bargaining unit nurse or a new set schedule is created, the Assignment section in Article 17 Seniority and Job Postings will apply. The Clinic reserves the right to adjust/change an established set schedule when a bargaining unit nurse departs from the clinic location and/or separates from employment with the Clinic.

F. <u>Emergency Clinic Closures:</u> In the event that the Clinic is closed for weather or other emergency-related reasons (i.e. loss of power in the clinic, natural disasters, etc.), the Clinic will follow its applicable procedures and guidelines for nurses who are scheduled to work but who are unable to do so because of the Clinic's closure. Nurses will be expected to use accrued PTO or may elect to take unpaid time-off in the event of an emergency clinic closure.

G. <u>Scheduling Holiday Work.</u> Nurses are not normally scheduled to work on Clinic-recognized holidays; however, in the event that the Clinic determines that there is work that needs to be performed (i.e. triage, etc.), the Clinic may ask for volunteers to work on holidays. Such work will be compensated at nurses' regular rate of pay and will be awarded on a first-come basis except that if the additional hours put the nurse into overtime, all hours over forty (40) will be paid at the overtime rate as described above. In the event that multiple nurses volunteer to work on a holiday, the Clinic will offer holiday work on a rotational basis. Specifically, nurses who volunteer for one holiday but who are not selected will be placed on a list for work on the next holiday. The order of the list will be determined by the order in which nurses indicate their interest in working on a holiday and nurses who were not previously selected will be given preference. Holiday work is voluntary and nurses will not be expected to work on holidays, absent exigent circumstances.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT

A. Evaluations. The Clinic will provide annual performance and development evaluations for each nurse covered by this Agreement.

B. In-Service Education. The Clinic will provide in-service education for nurses covered by this Agreement. The Clinic has the discretion to determine the subjects and timing of such education. In the event that a nurse is required by the Clinic to attend in-service education functions outside their normal work hours, their attendance time will be considered hours worked. Any overtime due to attendance at an in-service education session must be specifically approved by the nurse's leader in advance of the nurse's attendance.

C. Education Benefits Policy. All nurses may apply for education benefits in accordance with the Clinic's Education Benefit policy. The policy currently provides up to five thousand two hundred fifty dollars ($5250) in assistance and/or reimbursement for qualifying costs, which include undergraduate/graduate degrees and other professional education programs, professional certifications, and educational events. Nurses are expected to satisfy the specific eligibility requirements set forth in the policy in order to qualify for assistance and/or reimbursement. In the event that the Clinic decides to reduce the benefits provided for in this policy, the Clinic will provide the Union with at least thirty (30) days advance notice, and upon request, meet to discuss impacts to bargaining unit nurses. In no case will the benefits provided under the policy be less generous than those provided to non-represented nurses employed by Providence Medical Group – Oregon.

D. Nursing Continuing Professional Development. Benefit-eligible nurses will receive one thousand dollars ($1000.00) per calendar year, per nurse, to be used for their continuing professional development and/or professional licensure and sixteen (16) hours of paid education time off. Nurses must inform their leader of their intent to use such funds for qualifying activities (such as

certifications and conferences) and submit the request for reimbursement through Concur.

1. Paid education time-off will be provided as follows:

a. All benefit-eligible nurses shall be entitled to take sixteen (16) hours of paid education time-off each year. Paid education time-off shall be for courses of benefit to the nurse and may also be used for tuition when a nurse is furthering their education or development, including professional conferences and certifications.

b. Paid education time-off may not be carried over from one year to the next.

c. The Clinic may grant more extended education time-off in cases it deems appropriate.

d. For any paid education time, the nurse will apply in advance to the appropriate manager for approval prior to the requested time. Requests must be submitted as soon as reasonably possible, and no later than three (3) weeks before the requested time off. Approval of educational time-off requests will not be unreasonably withheld.

e. Prior to nationally recognized nursing conferences or conferences for which there is a high demand, including Providence annual conferences, the Clinic will make good faith efforts to find additional coverage to allow additional nurses the time off needed to attend.

ARTICLE 12 - HEALTH & WELFARE BENEFITS

A. Health Benefits. The Clinic will provide comprehensive health benefits to bargaining unit nurses. Effective beginning the date of hire or from the effective date the nurse moves to a position that is benefits-eligible, full-time and part-time nurses with a .5 FTE and above will participate in the health benefits plan provided by the Clinic on the same basis and the same cost (including premiums, deductibles, annual out-of-pocket maximums and spousal surcharge) as offered to non-represented caregivers of the Clinic. Available medical plans currently include a Health Reimbursement Medical Plan, Health Savings Plan, or the EPO Plan (where available). Before eliminating any of the aforementioned medical plans, the Clinic will provide at least ninety (90) days advance notice to the Union, and upon request by the Union, meet to negotiate the effects of the decision. Participation in the health benefits programs provided by the Clinic shall be subject to specific eligibility requirements and plan documents, which may be amended from time to time.

1. Health Incentive. Should the Clinic decide to change or eliminate the health incentive for future plan years, the Clinic will provide at least ninety (90) days advance notice to the Union, and upon request by the Union, meet to negotiate the effects of the decision.

B. Other Benefits. Nurses shall be offered the same benefit options as the Clinic's non-represented caregivers. Some of these benefits are provided at no cost to the caregiver, while other benefits are optional/voluntary and caregivers share in the costs. The benefit programs currently include:

- Basic Life Insurance
- Caregiver Assistance Program
- Well-being Resources
- Dental
- Vision
- Health Care FSA
- Dependent Care FSA

- Supplemental Life Insurance
- Voluntary AD&D Insurance
- Long-Term Disability Buy-Up Insurance

ARTICLE 13 - LEAVES OF ABSENCE

A. <u>General Provisions.</u> All Leaves of Absence. Nurses are responsible for notifying their leader of the need for any leave and must initiate any requests for leave using the third party administrator responsible for managing leaves of absence. Whenever a nurse is eligible for more than one type of leave, all applicable leaves will run concurrently unless stated otherwise. A leave may be paid or unpaid or a combination of both, depending on the circumstances of the leave and applicable leave laws. Where permitted by law and subject to the provisions set forth in this Article, a nurse may be required to use any paid time accruals during an unpaid leave until such accruals are exhausted. Further, any paid time provided by the Clinic in connection with a leave of absence will be coordinated with other benefits (if any), such as Paid Leave Oregon benefits and the Clinic's short-term disability and/or parental leave benefits.

The Clinic will maintain policies regarding leaves of absences and ensure the leaves are administered in accordance with applicable laws.

B. <u>Paid Oregon Family Medical Leave (Paid Leave Oregon), Family and Medical Leave (FMLA) and Oregon Family Leave Act (OFLA).</u> The Clinic will provide Paid Leave Oregon, FMLA and OFLA to its eligible nurses in accordance with applicable laws and will reinstate nurses following their return from such leaves in accordance with applicable laws. Permissive and/or required use of paid time-off will be administered in accordance with those laws; however, in no case will a bargaining unit nurse be permitted to use paid time accruals if, when coordinated with Paid Leave Oregon, it would enable the nurse to earn more than 100% of their base pay.

C. Additional Medical Leaves. In accordance with federal, state and local laws, nurses may be eligible for additional types of paid and unpaid medical leave. Laws governing these leaves may be more generous than the FMLA and/or may offer greater coverage for medical or other similar issues affecting a nurse or their family member. Nurses will receive the same additional medical leaves as non-represented caregivers of the Clinic.

D. Military Leave. Military leave will be granted in accordance with applicable federal and state law, and the Clinic's policy applicable to non-represented caregivers of the Clinic. Military leave is unpaid but nurses may choose to use earned and accrued PTO while on leave. In the event that the Clinic desires to change/modify its policy, the Clinic will provide at least fourteen (14) days' notice to the Union, and upon request, meet to bargain the impacts of that change.

E. Personal Leave. Nurses will receive the same opportunities for personal leave as non-represented caregivers of the Clinic and such leaves will be subject to the Clinic's applicable policy. In the event that the Clinic desires to change/modify its policy, the Clinic will provide at least fourteen (14) days' notice to the Union, and upon request, meet to bargain the impacts of that change. The policy provides:

1. Personal leaves of absence without pay may be granted, at the discretion of the Clinic, to regular full-time and/or part-time nurses who have been continuously employed at the Clinic for at least six (6) months. Personal leaves cannot exceed six (6) months in a rolling twelve (12) month period, and will not be approved for a nurse to work outside of the Clinic and may be canceled at any time if it is determined that the nurse is working elsewhere.

2. A nurse is required to use PTO accruals while on a personal leave. Personal leaves of absence will be unpaid after a nurse has exhausted all PTO that they are eligible to take. The number of hours of PTO used per week during the leave shall not exceed the number of hours the nurse was regularly scheduled to work (FTE). However, the Clinic will make good faith efforts to allow nurses to take unpaid leaves of absence to participate in Providence medical missions.

3. The Clinic will make its decision whether to grant or deny a request for leave based on its need to grant nurses' requests for PTO, education days or other required leaves of absence as well as the ability of the Clinic to replace the nurse for the duration of the leave, including such factors as impact on other nurses, cost to the Clinic and impact on patient care. The Clinic may also consider, in consultation with the nurse, whether the nurse expects to return to their same position, clinic location, shift and schedule. The Clinic may further consider whether it is feasible to post and fill a temporary position to cover for the nurse during the leave.

4. A nurse who is granted a personal leave may not be able to return to the same position, clinic location, shift and/or schedule, and is not guaranteed employment with the Clinic. If the position has been filled a nurse may or not may not be offered a similar position at the conclusion of the leave of absence. If the nurse has not secured another position at the conclusion of the personal leave of absence, the nurse will be considered a voluntary termination.

5. Health and welfare benefits will continue for the first sixty (60) days of the personal leave, and deductions for those benefits will continue while the nurse is in paid status. Benefit coverage will be discontinued at the end of the month following the first sixty (60) days of the leave. The nurse will be sent COBRA information and can then choose to continue coverage at their own expense.

F. <u>Bereavement Leave.</u> All benefits eligible nurses will receive bereavement leave in accordance with the Clinic's bereavement leave policy. The policy provides up to twenty-four (24) hours with pay in the event of the death of an immediate family member or up to forty (40) hours with pay in the event of the death of the caregiver's spouse, domestic partner or child. Additional unpaid time off and/or paid time off for bereavement leave may be authorized by the nurse's core leader. If leave is needed due to the death of a person who does not qualify as an immediate family member, PTO or unpaid time off may similarly be authorized by a nurse's core leader. For purposes of bereavement leave, "immediate family" includes current spouse or domestic partner, child, parent, sibling, stepparent, stepchild, stepsibling, grandparent or grandchild, a person who stood in loco parentis (legal responsibility of a person to take on the functions and responsibilities of a parent) or current in-law relationships through marriage or partnership. Nurses are encouraged to be mindful of Oregon's leave protections under OFLA in the event that the death of a family member as described herein requires a nurse to travel long distances. When OFLA applies, OFLA and the bereavement leave provided for by this Article will run concurrently. In the event that the Clinic desires to change/modify its policy, the Clinic will provide at least fourteen (14) days' notice to the Union, and upon request, meet to bargain the impacts of that change.

G. <u>Jury Duty and Witness Leave.</u> To support nurses in meeting their civic responsibilities as jurors and witnesses, nurses will receive the same jury duty and witness leave as non-represented caregivers of the Clinic. Nurses must notify managers as soon as they are aware that they have been called for jury duty or subpoenaed and must be able to provide documentation of the need for leave upon request. The policy provides that jury duty/witness leave is paid at the nurse's regular hourly rate for any scheduled hours of work while serving on a jury or as a witness subject to certain exceptions in the policy, up to a maximum of four (4) weeks of absence from scheduled work in a calendar year. Nurses may keep any fees received for jury duty or witness service (though some courts may require jurors to waive receipt of court fees if compensated by their employer). In the event that the Clinic desires to change/modify its policy,

the Clinic will provide at least fourteen (14) days' notice to the Union, and upon request, meet to bargain the impacts of that change.

1. Paid leave for witness services does not apply where:

a. The nurse is a plaintiff, member of a class, or defendant in the legal proceeding; or,

b. The nurse is testifying in the proceeding for a fee, as an expert witness.

In these instances, the nurse may use available PTO or take the time off unpaid.

H. <u>Education Leave.</u> Nurses will receive the educational leave as set forth in Article 11, Professional Development. In addition, nurses will be eligible to receive the same unpaid educational leave as non-represented caregivers, in accordance with Clinic policy.

I. <u>Short-Term Disability Benefits.</u> Nurses will be eligible to participate in the Clinic's short-term disability benefit program on the same basis as other caregivers of the Clinic. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. Short-term disability benefits will be coordinated with any eligible pay/benefits available through city, state or federal leave programs. Within thirty (30) days of ratification of this Agreement, the Clinic will prepare a document that describes for nurses how Paid Leave Oregon and the Clinic's Short-Term Disability program works together for purposes of pay during a nurse's qualifying short term disability leave of absence; this document will be updated, as necessary, when there are changes to Paid Leave Oregon benefits or the Clinic's Short-Term Disability program.

J. <u>Paid Parental Leave Benefits</u>. Nurses will be eligible to participate in the Clinic's paid parental leave program on the same basis as other caregivers of the Clinic. Participation will be subject to specific plan eligibility requirements and timely submission of benefit election. Paid parental leave benefits will be coordinated with any eligible pay/benefits available through city, state or federal leave programs. Within thirty (30) days of ratification of this Agreement, the Clinic will prepare a document that describes for nurses how Paid Leave Oregon, and the Clinic's paid parental leave benefit works together for purposes of pay during a nurse's qualifying parental leave; this document will be updated, as necessary, when there are changes to Paid Leave Oregon benefits or the Clinic's paid parental leave benefit.

K. <u>Use of PTO During an Unpaid Leave.</u> Where consistent with applicable laws and the specific provisions of this Article, a nurse on an approved leave will be expected to use accrued PTO during a leave without pay. PTO time will be coordinated with other benefits (if any), including Oregon Paid Leave benefits and the Clinic's short-term disability and/or parental leave benefits. The number of hours of PTO used per week during the leave shall not exceed the number of hours the nurse was regularly scheduled to work (FTE). Further, when coordinated with other benefits, PTO used per week to "top off" such benefits may not exceed the number of hours the nurse was regularly scheduled to work (FTE).

ARTICLE 14 - WAGES

A. <u>Wage Rates.</u> The wage schedules applicable to nurse positions in this bargaining unit are set forth in Appendix A and will take effect four (4) full payroll periods following ratification.

1. <u>Placement in the Wage Schedule and Wage Progression</u>.

a. A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of full years of the nurse's related experience as a nurse employee of an accredited facility(ies) as laid out in the step schedule in Appendix A.

b. Current nurses (who are employed at the Clinic at ratification of this Agreement) will be placed on the wage scale based on years of experience. Years of experience will be determined based upon information they provided in their hiring process, including licensure date and their post licensure relevant work experience. The Clinic will post the determined years of experience for the current nurses within fifteen (15) days of reaching a full tentative agreement, with the Union's agreement that they will support the full tentative agreement for ratification.

c. Any nurse who believes their years of experience were incorrectly determined will have the opportunity for thirty (30) days after the Clinic posts the years of experience to inform Human Resources of their correct years of experience and to provide supporting documentation. Human Resources will review their submissions and each nurse who submitted documentation of additional relevant experience will then be assigned a total years of experience calculation based on their total documented experience in similar positions.

2. Clinical Coordinator RNs to Clinic RNs. Clinical Coordinator RNs will, effective four full payroll periods following the ratification of this Agreement, be placed on the wage schedule in Appendix A. Any Clinical Coordinator RN who is currently earning an hourly rate that exceeds the maximum hourly rate in Appendix A will not have their hourly rate reduced. However, they will not be eligible to receive any pay increases until such time the wage schedule is reflective of their hourly rate.

3. Advancement to the Next Step on the Wage Schedule. A nurse shall progress according to the year-to-year wage progression for their job classification set forth in Appendix A at the end of each anniversary date, provided that they have worked a minimum of one thousand and eighty (1080) hours. In the case where a nurse has not worked 1080 hours during any anniversary year, advancement to the next wage step shall be delayed until completion of 1080 hours of work. Computation of 1080 hours in the following years shall commence upon completion of the prior 1080 hours requirement.

B. Nursing Clinical Ladder. Regular full-time and part-time clinic RNs will be eligible to participate in the Clinic's Professional Career Ladder program, which will require that nurses apply to their desired ladder. All regular full-time and part-time bargaining unit Clinic RNs will be placed at Level 1. The Clinic will, no later than ninety (90) days following the ratification of this Agreement, offer full-time and part-time RNs, the opportunity to apply for the next Level of the Clinical Ladder; RNs who meet all requirements for Level 2 of the Clinical Ladder will be eligible to move to that Level immediately as soon as they meet the requirements/review process.

1. Ladder Levels.

- **a.** Level 1, Associate Clinic RN (RNs will be placed at Level 1).
- **b.** Level 2, Journey Clinic RN
- **c.** Level 3, Senior Clinic RN
- **d.** Level 4, Principal Clinic RN

2. Compensation Associated with Ladder Levels.

a. Ladder Level 2. Upon ratification of this Agreement, the Clinic will provide a pay increase of $1.00 per hour for RNs who are moved to Level 2 of the Ladder.

b. Ladder Level 3 and 4. Each level after Level 2 will include a pay increase of $2.50 per hour which will be paid as an hourly premium. RNs at Level 1 who move to Level 2 will continue to be placed on the appropriate step in the Clinic RN wage schedule.

3. Requirements for Levels**.** The Clinic has discretion to set the requirements for each Level and determine whether the Clinic RN is eligible to move to the next level. Such requirements may include the following factors: experience working as a Clinic RN in a clinic setting; receipt of Bachelor's and/or Master's degrees in Nursing; National Certifications in area of practice; and, Clinic RNs' Professional Contributions such as quality activities, safety activities, teaching activities and leadership activities. The Clinic will take into account bargaining unit nurses' feedback, to be provided through Task Force meetings, about the requirements for the Levels. Additional tasks performed by RNs that improve the safety and quality of care at the Clinic, such as work performed as a Clinical Coordinator RN, intake, coordinating care for high-risk pregnancies, and precepting, will be considered as factors that warrant advancement on the Clinical Ladder including Ladder 4.

4. Maintenance of Levels**.** Clinic RNs will need to perform an annual renewal to maintain their Level and will be moved down to the prior level if they fail to complete the annual renewal. The Clinic will determine the content of the annual renewal process. If a Senior Clinic RN (Level 3) or Principal Clinic RN (Level 4) does not take the steps to complete their annual renewal, they will move down to the previous Level on the Clinical Ladder, and lose any associated premium until they have reapplied and been accepted at their current Level. The Clinic will take into account bargaining unit nurses'

feedback, to be provided through Task Force meetings, about the annual renewal process.

5. Application for Levels. RNs may apply for the next Level twice per year, on a date determined by the Clinic. If a RN is not approved to move to the next Level, the RN may reapply during the next application period.

C. Changes in Pay. Except as otherwise provided for in this Agreement, changes in wages will occur at the beginning of the first full pay period following the calendar date the change is designated to take effect.

D. Amount of Wage Increase.

1. Effective January 1, 2026, nurses will receive a 4.0% across the board increase to their base hourly rate.

ARTICLE 15 - DIFFERENTIALS AND PREMIUMS

A. <u>Evening Shift Differential.</u> Evening shift is defined as the majority of hours worked that fall within evening shift (3:00 p.m. – 11:00 p.m.). Nurses who work the majority of hours during the evening shift will be eligible to receive an evening shift differential of $2.75 per hour. Beginning June 1, 2025, nurses who work the majority of hours during their evening shift will be eligible to receive an evening shift differential of $3.00 per hour.

B. <u>Preceptor Premium.</u> Nurses who have completed the Clinic's preceptor training and are assigned by the Clinic to be a preceptor for another caregiver will be eligible for a preceptor premium of $2.50 per hour for the hours of work that they serve as preceptor. Beginning June 1, 2025, nurses who are assigned by the Clinic to be a preceptor for another caregiver will be eligible for a preceptor premium of $3.00 per hour for the hours of work they serve as preceptor.

C. <u>Per Diem Premium.</u> Effective two full payroll periods following ratification of this Agreement, a per diem nurse will be paid a differential of seven (7%) percent per hour in lieu of receiving PTO, and insurance benefits.

ARTICLE 16 – RETIREMENT

A. Nurses will participate in the Clinic's plans in accordance with their terms except as modified by this Agreement.

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

1. The 401(k) plan; and

2. The 457(b) plan.

C. The Clinic 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.

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

ARTICLE 17 - SENIORITY AND JOB POSTING

A. Continuous Employment Defined. Continuous employment means the period of time the bargaining unit nurse has been employed by the Clinic.

1. Return within twelve (12) months after resignation. When a nurse resigns their position and is rehired within twelve (12) months of their resignation date, their original hire date with the Clinic will be used for time-off accruals, retirement service credit and seniority.

2. Return within twelve (12) months after reduction in force. If a nurse is rehired within twelve (12) months following a reduction in force, their original hire date with the Clinic will be used for time-off accruals, retirement service credit and seniority.

B. Seniority. Seniority shall mean the length of continuous regular full or part-time employment in a bargaining unit position within the Clinic. Seniority as defined in this article will not be pro-rated by FTE. The bargaining unit was certified on April 26, 2023. Per diem nurses shall accrue the equivalent of a .2 FTE of Seniority each year they are employed by the Clinic. Upon request the Clinic will provide a copy of the seniority list to the Union. In the event that there is a decision that requires consideration of seniority, and seniority between nurses is the same, the Clinic will consider the nurse who has been employed by the Clinic for the longest continuous period of time to be the most senior nurse.

1. Effect of Moves to Non-Represented Positions. In the event a nurse moves to a non-represented position at the Clinic and then returns to a position that is part of the bargaining unit covered by this Agreement, their seniority will be considered that time which they previously worked in the bargaining unit position less the amount of time spent in the non-represented position.

C. <u>Applying for Open Positions/Vacancies.</u> When the Clinic intends to fill a vacancy within the bargaining unit, it will post the open position using its system of record for open positions. A nurse who desires to fill such vacancy may apply in writing using the Clinic's electronic application system. The Clinic affirms that it will not permanently fill the position with an external applicant until at least three (3) business days have passed, beginning with the day the position is posted, so that internal applicants can decide whether to submit their application. If the bargaining unit nurse's skills and, qualifications are equal to those of external applicants and provided that the bargaining unit nurse has not been subject to a written warning (or a higher level of discipline) after delivery of a documented verbal warning in the last three (3) years and has been in their current position for at least six (6) months, the bargaining unit nurse (which includes per diem nurses) will be given preference for the open position. In cases where multiple bargaining unit nurses apply to an open position, the most senior internal applicant will be given preference for the open position, if in the Clinic's judgment, the internal applicants' skills, qualifications and disciplinary history within the last three (3) years are equal, i.e. that the applicants have not been subject to a written warning after delivery of a documented verbal warning, and provided that the internal applicant has worked in their current position for at least six (6) months.

D. <u>Assignments</u>. In the event that an assignment (which, for the purposes of this Article, is defined as a specific schedule, e.g., Monday – Thursday work schedule) becomes available at a clinic location, the clinic location's Manager will notify nurses who work at the clinic location about the assignment. Such notification will occur by nurses' work email. Nurses working at the clinic location must indicate, in writing, their interest in the assignment within seven (7) calendar days following notification of the open assignment. Provided that, in the judgment of the Clinic, the skills, competence, qualifications, performance and education are equal, the most senior nurse who has expressed a desire for the assignment will be selected for the assignment.

E. <u>Voluntary Changes in FTE Status.</u> On dates designated by the Clinic after the ratification of this Agreement, a nurse may, on a quarterly basis, request modification to their FTE status by submitting their request in writing to their core leader. The Clinic expressly reserves the right to approve or deny a nurse's request to modify their FTE and to determine the date that the modification will go into effect. In the case of multiple requests to change FTE status which, in the determination of the Clinic cannot all be approved, the most senior nurse's request to modify their FTE will be granted, provided that, in the opinion of the Clinic, operational and patient care needs can be met.

ARTICLE 18 - REDUCTION IN FORCE

A. <u>Definition of a Reduction in Force.</u> A reduction in force is defined as a mandatory reduction in the number of regular full- and/or part-time bargaining unit nurses employed by the Clinic, or a mandatory reduction in FTE that results in a change of a nurse's benefits eligibility. Voluntary reductions in FTE or temporary consolidations of clinic locations of less than one (1) year will not be considered a reduction in force. Per diem nurses are not covered by the process set forth in this Article. The Clinic may choose to not schedule a per diem nurse at the Clinic's discretion.

B. <u>Seniority Lists.</u> For a reduction in force impacting only one clinic location, nurses working at that clinic location will be placed on a seniority list. For a reduction in force impacting more than one clinic location, nurses at all affected locations will be placed on a single seniority list.

C. <u>Order of Reduction in Force.</u> Where skill and qualifications are equal in the judgment of the Clinic, seniority will be the determining factor in a reduction in force.

D. <u>Notice.</u> If the Clinic determines that a reduction in force as defined in Section A of this Article is necessary, the Clinic will provide forty (40) days' notice to the Union and the regular full and/or part-time impacted nurse(s) concurrently. The Clinic will provide the Union and the impacted nurse(s) with a list of open positions at the Clinic. An "open position" is any position for which the Clinic is still accepting applications and the Clinic will use reasonable efforts to ensure that impacted nurses are able to apply for such open positions before an offer is extended to an external applicant. An impacted nurse may apply for any such open positions and will be given preference in accordance with the Vacancies provision set forth in the Seniority and Job Posting Article of this Agreement. The Clinic has discretion to determine whether the nurse is qualified for any open position to which the nurse applies, consistent with the Vacancies provision in the Seniority and Job Posting Article of this Agreement.

1. Discussion with Union. Upon request, the Clinic will meet with the Union after providing notice of a reduction in force for nurses covered by this Agreement. The topics to be discussed may include information about the positions being impacted, options for voluntary layoffs, and FTE reductions/changes, e.g., nurses moving to part-time and/or per diem status. The Clinic will consider the options suggested by the Union but will not be required to implement the suggested options.

2. Special Skills or Competencies. In the event the Clinic undergoes a Reduction in Force and a position exists that, in the opinion of the Clinic, requires special skills or requires qualifications which cannot be performed or met by a more senior nurse, the Clinic will notify the Union. The parties agree to promptly meet and discuss this issue, including the job skills required and how to address the situation to balance seniority rights and care for patients. The Clinic will consider whether there is ability to provide additional training to the more senior nurse to enable the nurse to perform the skills or competencies in question.

E. Severance. If there are no open positions with the Clinic for which the impacted nurse(s) is/are qualified or there are an insufficient number of open positions for the qualified nurses identified for the reduction in force, the impacted nurse(s) (in accordance with 18.C, Order of Reduction in Force) will be eligible for severance provided that the nurse executes the Clinic's standard severance agreement. A nurse who is identified for a reduction in force and who chooses not to apply to other open positions with the Clinic for which they are qualified will not be eligible for severance. The amount of severance pay will be determined by the Clinic's severance guidelines applicable to non-represented caregivers with the same number of years of service as the nurse.

F. Recall. A nurse who is subject to a reduction in force will be placed on a reinstatement roster for a period of six (6) months, provided that the nurse notifies in writing the Clinic at the time of layoff that they wish to be placed on the reinstatement roster; however, if the nurse is recalled prior to completion of the time period that the severance payment covered, the nurse will be expected to repay the portion of severance that overlaps with the nurse's return to work. When vacancies occur at the Clinic for bargaining unit positions following a reduction in force, nurses on the reinstatement roster will be given preference for such vacancies, provided that their skill and qualifications are equal to other applicants for that position. The Clinic will use its best efforts to notify nurses on the recall list about open positions in the Clinic. Nurses should also sign-up to receive automatic notification of open positions in the Clinic. If multiple nurses are on the reinstatement roster, they will be given preference by order of seniority, e.g., the most senior nurse will have preference before less senior nurses. Nurses on the reinstatement roster are responsible for monitoring vacancies and at the time of application, must inform the recruiter that they are on a reinstatement roster. If the nurse is offered a position and fails to accept the position within ten (10) business days, the nurse will be removed from the reinstatement roster. Nurses on the reinstatement roster have an obligation to keep their address and phone number up to date.

G. Workforce Reorganization. A workforce reorganization is defined as staffing changes, including mandatory materially significant increases or decreases in FTE status of bargaining unit nurses and mandatory changes of positions, resulting from the permanent merger or consolidation of two or more clinics. Mandatory materially significant decreases in FTE status mean those changes to FTE that are required by the Clinic which change a nurse's benefits eligibility status (in which case the reduction in force process in this Article will apply), or exceed more than eight (8) hours per week. A mandatory materially significant increase in FTE status is one that exceeds an additional eight (8) hours per week of work. Prior to implementing a workforce reorganization as defined in this section, the Clinic will provide the Union and the impacted nurse(s) with concurrent thirty (30) days advance notice, and upon the Union's request, meet

with the Union and the impacted nurse(s) to discuss impacts. If the workforce reorganization involves mandatory materially significant decreases in FTE status and is not otherwise covered by the reduction in force process in this Article, the least senior nurse(s) will be impacted, provided that skills, competence, performance, qualifications and education, and needs of the Clinic are equal in the judgment of Clinic.

ARTICLE 19 - CLINIC RESOURCE COMMITTEE

A. <u>Clinic Resource Committee.</u> Within one hundred twenty (120) days of the ratification of this Agreement, the Clinic shall form a new Clinic Resource Committee to address workplace issues related to the Clinic's operations.

1. <u>Focus of Committee</u>:

a. Appropriate utilization of clinician resources and process improvement;

b. Problem-solving of clinician workload, and;

c. Clinician work schedules and appointment times.

2. <u>Composition of Committee</u>:

a. The Committee shall be composed of two (2) bargaining unit physicians, two (2) bargaining unit Advanced Practice Providers (APPs) and two (2) bargaining unit nurses selected by their Union peers and six (6) members selected by the Clinic, including the Clinic's Director of Clinical Operations and the Clinic's Physician Executive. One of the nurse representatives will be from an eastside clinic location and the other from a westside clinic location. There will be two Co-Chairs, one designated by the bargaining unit clinicians and the other designated by the Clinic. The Co-Chairs will work together to determine mutually agreeable meeting dates and agendas for the Committee.

b. The Co-Chairs of the Committee may mutually agree to request other subject matter persons to attend the meeting(s) to provide information to the Committee.

3. Meeting Times. The Committee will meet at least quarterly for up to ninety (90) minutes or otherwise as mutually agreed by the Co-Chairs.

4. Committee Charter. The first order of business for this Committee will be to draft a charter and Committee bylaws.

B. Pay for Meeting Time. Nurses shall be paid their regularly hourly rate of pay for time spent at Committee meetings. If a nurse will be in overtime status for their workweek due to attendance at a Committee meeting, the nurse must notify their supervisor, who will either adjust the nurse's schedule to avoid incurring overtime or approve the overtime.

C. Effect of Recommendations. Any recommendation made by the Committee will be advisory only. Nothing in this Article grants participants the right to make changes or vary from the terms of the Agreement.

ARTICLE 20 - TASK FORCE

A. Purpose. The purpose of the Task Force is to discuss labor-management contract administration matters and to foster improved communications between the Clinic and the Union. Task Force is advisory. Decisions (where applicable) and/or recommendations of the Task Force shall be made by majority vote.

B. Membership. Task Force is comprised of a Human Resources representative, up to two (2) additional members of management designated by the Clinic, up to two (2) nurses covered by this Agreement who will be selected by the Union, and (1) Union representative. The Clinic and the Union will each designate a Co-Chair.

C. Meetings. Task Force will meet on a quarterly basis and such meetings will not exceed ninety (90) minutes, unless mutually agreed upon by the Co-Chairs. The Co-Chairs may also agree to cancel a quarterly meeting. The Task Force for the RN Unit may, provided that both Co-Chairs agree, combine its Task Force meeting with the Provider Unit Task Force meeting, if there are issues of shared concern to be discussed. Should such a combined meeting occur and the same individual(s) be designated as Clinic Representative(s) for both the RN and Provider Unit Committees, that individual(s) will be eligible to cast two votes – one as RN Unit Task Force representative and one as the Provider Unit Task Force representative. The meetings will be held virtually unless there is mutual agreement by the Union and the Clinic to meet in person.

Mutually agreed upon dates for a meeting shall be set in advance of the scheduled date to provide sufficient notice to meeting participants. An agenda, including the attendees for the Task Force, will be set in advance of the next scheduled date by the Co-Chairs.

D. <u>Minutes.</u> Minutes for each meeting shall be prepared and furnished to the members of the Task Force. The Clinic and Union will, upon request by the Task Force, supply relevant records and information necessary to fulfill the Task Force's goals, provided that the information does not contain confidential information. The minutes and information furnished to the Union and Task Force members in connection with the functioning of the Task Force are to be deemed confidential and may be disclosed to other persons only by mutual agreement of the Clinic and Union.

E. <u>Nurse Task Force Members.</u> The Union shall provide the names of the two (2) nurses and the Union's representative to Human Resources at least thirty (30) days prior to the first scheduled meeting. Meeting time spent by the two (2) nurses will be compensated at the appropriate rate of pay.

ARTICLE 21 – WORKPLACE SAFETY AND TECHNOLOGY

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

Clinical technology is intended to complement the nurse's judgment in assessment, evaluation, planning, and implementation of care. It is understood that technology/equipment decisions fall under management rights and responsibilities and are at the discretion of the Clinic.

B. Safety Protection and Devices. Safety devices and required personal protective equipment shall be provided by the Clinic for all nurses engaged in work where such items are necessary to meet the requirements of applicable law, regulations and policies. Nurses must use such items in accordance with the Clinic's policies.

C. Mutual Responsibility. 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 Clinic policies and procedures.

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

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

D. <u>Nurse Input into Equipment and Technology</u>. Nurses who have concerns about safety, technology and/or equipment may escalate to the clinic location's manager.

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

2. Nurses are encouraged to identify deficits, malfunctions, and/or outdated equipment and bring proposals for new equipment or alterations of current equipment to the clinic location's manager.

3. After having first escalated the matter to the clinic location's manager, concerns regarding equipment may be brought to Task Force.

E. <u>Workplace Concerns</u>.

1. A nurse who has workplace concerns related to their health status will follow the established disability accommodation process by informing their supervisor and leave administrator and will follow organizational policies and procedures.

2. A nurse who has concerns about their workplace environment or safety shall inform their supervisor**.**

3. If the nurse's leader fails to resolve a concern about their workplace environment or safety the nurse will escalate the matter to the Director of Clinical Operations. Every effort will be made to reach a resolution, which may include additional resources, support and/or training, safety measures, a modified or changed assignment or another practical solution.

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

G. <u>Personal Safety</u>.

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

2. The Clinic shall maintain a process for emergency lockdowns and train nurses on that process annually. This process will include a communications plan for all clinic locations and will include, but not be limited to, establishing safe zones for nurses behind lockable doors. Nurses will be made aware of and shown the physical locations of safety features including panic buttons, emergency alarms, and safe zones.

3. Threats to patient or staff member safety will be communicated to leadership and impacted staff in real time or as promptly as possible. Nurses shall escalate safety concerns immediately.

4. The Clinic will create an escalation pathway for instances of violence and/or threats of violence. This pathway will be in writing, available at each clinic location, and reviewed annually by the Director of Clinical Operations.

5. The Clinic will inform interested nurses about how to participate in Providence Medical Group – Oregon's workplace violence committee. Any nurse who is a member of the committee may place safety issues on the agenda. Task Force may request that workplace violence committee work be placed on the agenda. The Clinic agrees to compensate one (1) nurse, who represents all bargaining unit RNs at the Providence Women's Clinic,

at their regular hourly rate for time spent attending committee meetings, provided that the nurse has obtained advance approval from their supervisor to attend the meeting(s).

6. The Clinic is committed to a safe work environment. As a result, the Clinic will share information about Security Services and other security measures at Task Force.

7. The Clinic will encourage nurses who are victims of assault in the workplace to report the event and will recognize the potential emotional impact. The Employer will follow its established process regarding workplace violence reports.

a. 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.

b. The Clinic monitors the incidents of reported behavior/combative persons (code gray), weapons/hostage situations and active threat on campus (code silver), and the reported occurrences of workplace violence. The data will be shared and reviewed with Task Force as permitted by HIPAA. This data will be used to evaluate training needs.

c. A nurse who has been assaulted by a patient or patient's visitor will inform the Clinic Manager and may request not to be assigned the patient for patient facing care. This request shall be honored unless patient care cannot be maintained (i.e. emergency situation).

d. The Clinic will explore making PMAB training or another similar course tailored to the clinic environment available to nurses.

ARTICLE 22 – SEPARABILITY

Should any provision or provisions of this Agreement become unlawful by virtue of the doctrine of separability or by declaration of any court of competent jurisdiction or state, federal, or local government entities through government regulations or decree, such action shall not invalidate the entire agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of this Agreement. If any provision is held invalid, the Clinic and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 23 - SUCCESSORSHIP

In the event that the Clinic sells a clinic location or the entirety of its business, the Clinic will inform the buyer about the existence of the bargaining unit covered by this Agreement and will provide the buyer with a copy of this Agreement.

ARTICLE 24 - NO STRIKE/NO LOCKOUT

It is agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents, including the Union, or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing in regard to their employment relationship with Employer, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organizations' picket line. If any employees or group of employees represented by the Union should violate the intent of this section, the Union will take steps to affect a prompt resumption of work.

Any employee participating in any strike, sympathy strike, picketing in regard to their employment relationship with Employer, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to discipline up to and including discharge, as the Employer may direct.

Nothing in this Article prohibits an off-duty nurse from participating in a picket for another bargaining unit; however, a nurse may not participate in any such picket during their work hours nor may the nurse interfere with patient access and/or care.

ARTICLE 25 – DURATION AND TERMINATION

A. <u>Duration</u>. This Agreement shall be effective as of the date of ratification, February 4, 2025, except as specifically provided otherwise, and shall remain in full force and effect until December 31, 2026, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this article.

B. <u>Modification</u>. If either party hereto desires to modify or amend any of the provisions of, or to terminate, this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31, 2026, or any December 31 thereafter that this Agreement is in effect.

IN WITNESS WHEREOF, the Clinic and Association have executed this Agreement as of this: (Date)

PROVIDENCE WOMEN'S CLINIC

Marilyn Fultz

Marilyn Fultz, Chief Human Resources Officer

Rachel Blackburn

Rachel Blackburn, Chief Nursing Officer, Providence Medical Group – OR

OREGON NURSES ASSOCIATION

Hayley Hirt, CNM

Hayley Hirt, CNM

Jazmyne Hutchinson, RN

Jazmyne Hutchinson, RN

Christina Malango, RN

Christina Malango, RN

C Saltalamacchia MD

Charles Saltalamacchia, MD

Heather Wilson, CNM

Heather Wilson, CNM

D. Gill MD

Diana Gill, MD

Shawna Meechan

Shawna Meechan, ONA Representative

APPENDIX A

STEP	Years of Experience	2025 (4 pay periods after Ratification)	Jan 1, 2026
Start	0	$42.38	$44.08
1	After 1	$44.24	$46.01
2	After 2	$45.97	$47.81
3	After 3	$47.77	$49.68
4	After 4	$49.64	$51.63
5	After 5	$51.10	$53.14
6	After 6	$52.10	$54.18
7	After 7	$52.87	$54.98
8	After 8	$53.65	$55.80
9	After 9	$54.44	$56.62
10	After 10	$55.24	$57.45
11	After 11	$56.05	$58.29
12	After 12	$56.60	$58.86
13	After 13	$57.16	$59.45
14	After 14	$57.72	$60.03
15	After 15	$58.29	$60.62
16	After 16	$58.86	$61.21
17	After 17	$59.44	$61.82

STEP	Years of Experience	2025 (4 pay periods after Ratification)	Jan 1, 2026
18	After 18	$60.02	$62.42
19	After 19	$60.61	$63.03
20	After 20	$61.21	$63.66
21	After 21	$61.81	$64.28
22	After 22	$62.42	$64.92
23	After 23	$63.03	$65.55
24	After 24	$63.65	$66.20
25	After 25	$64.90	$67.50

LETTER OF AGREEMENT REGARDING RED-CIRCLED RNS

The Clinic recognizes that some RNs will not be eligible for an hourly wage increase if their current wage rate exceeds the step schedule set forth in Appendix A of this Agreement; those nurses will be “red-circled”. In such cases, provided that the red-circled RN is employed at ratification of this Agreement and remains employed through the calendar year that a wage increase is scheduled to occur, the red-circled RN will be eligible for a one thousand dollar ($1000) bonus (pro-rated by FTE) for each year during the duration of this Agreement in which they are red-circled. This will be paid the first regular payroll period following December 31st of the qualifying year.

LETTER OF AGREEMENT REGARDING CLINICAL LADDER PROCESS

Within ninety (90) days of the ratification of this Agreement, the Clinic will provide a special, off cycle Clinical Ladder application date for bargaining unit Clinic RNs to submit their applications for Clinical Ladder Level 3. Prior to the application date, two (2) Clinic nursing leaders will meet with at least two (2) bargaining unit Nurses, who will be selected by the Union, to discuss the following: (a) OB/GYN clinic quality, safety and professional activities that will meet the requirements for advancing on the Clinical Ladder; (b) development of a list of certifications or other professional memberships/activities applicable to work performed by OB/GYN clinic RNs; (c) provide specific examples of the types of responses that will meet the Clinical Ladder requirements; and, (4) provide a list of nursing leaders, who, at the request of a Clinic RN, will meet with the Clinic RN on an individual basis to review their application materials and make suggestions to improve the probability of advancement on the Clinical Ladder. After the first round of applications, Clinic leaders and the two (2) representative Nurses will meet to discuss the number of applications approved and denied, the reasons for denial(s) (which will respect individual Nurses' confidentiality), and ways to improve the process for Clinic RNs in advance of the next deadline relating to submission of applications, including but not limited to examples of projects and professional achievements that meet the requirements.

In addition to the above, the Clinic will, for 2025, add an additional $250.00 in professional development/continuing education funds for Clinic RNs to access in order to obtain a certification that can be used for Clinical Ladder advancement. The Clinic will, for 2025, also grant RNs an additional four (4) hours of professional development/educational leave time for the sole purpose of preparing for submission of their Clinical Ladder application.

LETTER OF AGREEMENT REGARDING CLINICAL LADDER LEVEL 2

Upon ratification of this Agreement, the Clinic will establish a Ladder Level 2. Generally, this Ladder Level will require that a new RN work at least six (6) months in the Clinic before being eligible to apply for this Level. The Clinic will establish an application process for this Level, and RNs must attest to journey-level mastery of specific OB/GYN specialty competencies, including NSTs, Triage, and Flip Visits. At ratification, current RNs who have been employed by the Clinic for at least six (6) months will be permitted to apply and attest to these competencies within sixty 60 days.

LETTER OF AGREEMENT REGARDING CLINICAL COORDINATOR JOB DUTIES

The Clinic recognizes that Clinic RNs are responsible for the direct or indirect care of patients. Clinical Coordinator RNs are responsible for the direct or indirect care of patients, and specialize in intake of new OB patients and/or moderate risk OB care coordination. Before requesting that Clinical Coordinator RNs and/or Clinic RNs provide cross-coverage, the Clinic will take steps to ensure that RNs have the appropriate competencies and training for such tasks.

LETTER OF AGREEMENT REGARDING RATIFICATION BONUS

The Clinic recognizes that RNs will experience a delay relating to implementation of the new wage schedule. Accordingly, the Clinic will pay a one thousand dollar ($1000) ratification bonus (pro-rated by FTE) to Clinic RNs who are employed at the time of ratification and payment of the bonus. The bonus will be paid at the end of the first full payroll period following the date of ratification.

THIS PAGE LEFT INTENTIONALLY BLANK

THIS PAGE LEFT INTENTIONALLY BLANK

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 WOMEN'S CLINIC FOR FEBRUARY 4, 2025 – DECEMBER 31, 2026

Signature: _____

Today's Date: _____

Mailing Address: _____

_____

_____

Cell Phone: _____ Work Phone: _____

Email: _____

Unit: _____ Shift: _____