

**9-23-2026 TUALITY HEALTHCARE PROPOSAL
OTHER NON-COMPENSATION**

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ARTICLE 1 – RECOGNITION AND MEMBERSHIP

- A. **MAINTAIN TH 8-13-26 PROPOSAL** Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for a bargaining unit composed of **(1) all Registered Nurses employed by Hospital as staff nurses in the following Hospital units: Medical/Surgical, 4 West Unit, Women’s and Children’s Center, Intensive Care Unit (“ICU”), Progressive Care Unit (“PCU”), Post-Anesthesia Care Unit (“PACU”), Operating Room (“OR”), Day Surgery, Emergency Department, Observation Unit, Endoscopy, Outpatient Surgery (“TOPS”), Cath Lab, Geriatric Psychiatry, and Float Pool, and Case Managers in the Care Management Department, and (2) all full-time, regular part-time and per diem Registered Nurses working in the Infusion Clinic at 364 SE 8th Ave., Suites 108B and 105, Hillsboro, Oregon,** excluding administrative and supervisory personnel and all other employees. If the Hospital moves positions described herein to the 7th Avenue Medical Building, such positions will remain in the bargaining unit.
- D. **MAINTAIN TH 5-5-26 PROPOSAL** ~~Nurses hired after July 1, 1976,~~ shall either become a member of Association or pay to Association an amount (equal to or less than, as established by Association) in lieu of Association membership dues, without becoming a member of Association, after the thirtieth (30th) day following the beginning of employment as a nurse or the execution date of this Agreement, whichever is later. ~~The provisions of this paragraph shall not apply to nurses hired prior to July 1, 1976.~~ Enforcement of this paragraph shall be strictly between Association and individual nurses. The requirements of this paragraph shall not be a condition of employment and shall not be subject to the Grievance Procedure.

To safeguard the rights of non-Association nurses based on bona fide religious tenets, or teachings of a church or religious body of which a nurse is a member, the nurse may exercise the choice of joining Association, paying the “in lieu”

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amount referred to in the preceding paragraph, or paying the “in lieu” amount to a nonreligious charity. Payments are to be paid on a regular monthly basis or in advance. ~~Provisions of this sub-paragraph do not apply to nurses hired prior to July 1, 1976.~~

- E. **MAINTAIN CURRENT CONTRACT LANGUAGE** Hospital will deduct Association membership dues or that amount established in lieu of those dues from the salary of each nurse who voluntarily agrees to the deductions and who submits an appropriately written authorization to Hospital setting forth the amount of the deduction. The deductions will be made each pay period and remitted to Association. (NOTE: In months in which there are three (3) pay periods, the deductions will be made only in the first two (2) pay periods of the month.) The performance of this service is at no cost to Association.
- F. **MAINTAIN CURRENT CONTRACT LANGUAGE** Association will indemnify Hospital and save it harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by Hospital in intended compliance with, Sections D and E above.

ARTICLE 5 – HOURS OF WORK

- A. **AGREE IN PRINCIPLE Normal Work Period.** ~~The basic workweek is forty (40) hours.~~ **A normal work period is forty (40) hours per week, thirty-six (36) hours per week, or eighty (80) hours in a two-week period.**
- B. **AGREE IN PRINCIPLE (UNION 5-21-26 PROPOSAL) Normal Workday.** ~~The basic workday is eight (8) hours plus one half (1/2) hour lunch period on the nurse’s own time. If a nurse is unable to take a one half (1/2) hour lunch period because of the~~

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~~nurse's duties during their regular shift, the nurse will be paid at time and one half (1 ½) for that extra half hour worked. Nothing in this Agreement precludes the Hospital's establishment of workdays different in length from the basic workday, except that (1)~~
A normal workday consists of a minimum of eight (8) hours of work up to a maximum of twelve (12) hours of work, plus a thirty (30) minute unpaid lunch period.

- C. **AGREE IN PRINCIPLE Alternate Work Schedules. The Hospital may establish work periods or workdays different from a normal work period and workday or alternative work schedules.** ~~A~~**a** nurse will not be scheduled for more than twelve (12) consecutive hours without the nurse's consent. ~~The parties further agree that The Hospital will not regularly schedule a nurse employed by Hospital as of the date of ratification of this Agreement for a shift of less than six (6) hours, without the nurse's consent. and (2)~~ ~~A~~**a** change in a nurse's regularly scheduled **normal** workday is to be consistent with other provisions of this Agreement. ~~The parties further agree that Hospital will not regularly schedule a nurse employed by Hospital as of the date of ratification of this Agreement for a shift of less than six (6) hours, without the nurse's consent. An alternate to the normal eight-hour workday workweek shall be forty (40) hours, consisting of four (4) ten (10) hour days, excluding one-half (1/2) hour meal period. An alternate to the normal workweek shall be thirty-six (36) hours, consisting of three (3) twelve (12) hour days, excluding one-half (1/2) hour meal period. An alternate to the normal workweek for employees working eight-hour shifts will be eighty (80) hours in a two-week period (8-and-80 schedule).~~ If in the interest of efficient operations it becomes necessary to change or establish scheduling patterns departing from workdays and workweeks as provided for in this Article, either party may confer with the other in an attempt to arrange mutually satisfactory schedules.

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D. **AGREE IN PRINCIPLE Overtime compensation.** Overtime compensation will be paid at one and one-half (1 ½) times the nurse's regular straight-time hourly rate of pay, as follows:

1. For all hours worked in excess of forty (40) hours in each workweek. For purposes of this subsection, "workweek" is defined as a period of seven (7) consecutive days commencing at the beginning of night shift on Saturday.

a. **AGREE IN PRINCIPLE In lieu of this 40-hour workweek provision and for 8-and-80 schedules only, o**~~Overtime will be paid for time worked in excess of eighty (80) hours in a work period of fourteen (14) consecutive days in lieu of this 40-hour workweek provision (for 8-and-80 schedules only), if Hospital and an individual nurse have entered into such an agreement or understanding in writing, unless they thereafter agree to cancel the agreement or understanding.~~

2. **AGREE IN PRINCIPLE** For all hours worked in excess of **a nurse's scheduled shift of at least** eight (8) hours **of work (for example, hours worked by a nurse beyond a scheduled shift of eight (8),** ~~or~~ nine (9), ten (10), or twelve (12) hours in the case of nurses working such shifts) in each day. For purposes of this subsection, "day" is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later, except for nurses who work in Surgical Services. For nurses in Surgical Services, "day" is defined as a period commencing at 12:01 a.m. and terminating twenty-four (24) hours later. If an evening or night shift is added to Surgical Services, then "day" will be defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later. The parties agree that a nurse's overtime

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agreement shall be matched to the nurse's assigned shift, and will change if the nurse's assigned shift is changed.

3. ~~AGREE IN PRINCIPLE~~ Overtime will be paid for time worked in excess of eighty (80) hours in a work period of fourteen (14) consecutive days in lieu of this 40-hour workweek provision (for 8 and 80 schedules only), if Hospital and an individual nurse have entered into such an agreement or understanding in writing, unless they thereafter agree to cancel the agreement or understanding.

- F. **IN PACKAGE WITH FLOATING AND LOW CENSUS PROPOSALS** Meal Periods and Rest Breaks. The Hospital, the Association and bargaining unit nurses have a mutual interest in nurses taking their meal and rest breaks. The parties agree that providing breaks is the Hospital's responsibility and taking breaks when scheduled or asked to do so is the nurse's responsibility.

AGREE IN PRINCIPLE Employees are entitled to a non-duty, unpaid thirty (30) minute meal period of ~~one-half (1/2) hour~~ during each workday. Meal periods will be assigned as necessary in the course of making shift assignments and may be assigned to begin any time after the end of the third hour of a scheduled shift and before the last two hours of a scheduled shift. Employees required to be on duty during a meal period will be compensated.

MAINTAIN HMC 5-21-26 PROPOSAL Employees shall be provided a fifteen (15) minute rest period ~~for~~ during each four (4) hours worked. Rest periods may be assigned as necessary in the course of making shift assignments and may be assigned at any time during each four hour period. Whenever possible,

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employees will be allowed to take their rest periods away from the immediate work area.

Rest rooms, locked cabinets, lockers, and small refrigerators are to be provided by Employer on each unit, provided that sufficient space is available.

The Hospital will provide directions and assurances to newly hired bargaining unit nurses at new employee orientation and to the remainder of the bargaining unit within ninety (90) days of ratification of this agreement regarding the procedures to be followed for recording their missed breaks, including an assurance that nurses will not suffer adverse repercussions for recording missed breaks.

AGREE IN PRINCIPLE Nurses who **anticipate difficulty taking a meal or rest break or who are unable to** ~~experience issues with successfully takinge theira~~ meal and ~~or~~ rest breaks will, as soon as possible (includeing before missing the meal or rest break, if possible) report these issues to the individuals who have authority to intervene and assist (for example, **relief** charge nurse or manager).

1. **MAINTAIN TH 8-13-26 PROPOSAL** **Pursuant to Oregon law (ORS 653.261, OAR 839-020-0050) the Hospital and the Union have adopted contract provisions including this Section 5(F) that specifically prescribe rules concerning meal periods and rest periods. These provisions modify and prevent the application of rules adopted under Oregon law regarding meal periods and rest periods to the greatest extent allowed by law.**
2. **MAINTAIN TH 8-13-26 PROPOSAL** **These contract provisions include agreement that the leadership of a Hospital unit, in consultation with the Unit-Based Council where applicable, may determine that it is**

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feasible for nurses to combine rest periods, or a rest period and the meal period. Meal period and rest period combination can occur only if it is consistent with the unit staffing plan, unit scheduling guidelines, and does not have an impact on budget or patient care. Unit leadership may establish guidelines and restrictions on meal period and rest period combination, or may determine that it is not feasible. Break Relief Nurse coverage will not be expanded to facilitate combined meal periods and/or rest periods and the unavailability of such coverage will not be a violation of Appendix A, Section R. When feasible and allowed, meal period and rest period combination must be with the advance approval of the Nurse Leader or designee. The decision to implement, modify or terminate meal period and rest period combination and to approve or deny requests for such combination will remain at all times in the Hospital's sole discretion.

IN PACKAGE WITH BREAKS AND LOW CENSUS PROPOSALS

M. **MAINTAIN TH 8-13-26 PROPOSAL Floating.** For purposes of floating assignments under this section, ~~nurses will be considered to be part of clinical~~ **the following patient care** “units” or “clusters” ~~as follows~~ **are established:**

- Medical/Surgical units, 4-West, ~~and Observation Unit~~
- ICU/Critical Care and PCU
- Women's and Children's Center (including Labor and Delivery, Postpartum, NICU, and Pediatrics)
- Surgical Services, consisting of OR, PACU, ~~Day Surgery,~~ Outpatient Surgery (TOPS), Endoscopy, Diagnostic Imaging, and Cath Lab (nurses may be floated ~~out~~ **to provide care outside** of Cath Lab but other nurses would not be floated ~~into~~ **to provide care within** Cath Lab except voluntarily).

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- Emergency Department
- ~~Geriatric Psychiatry~~
- Infusion Clinic (within the Infusion Clinic cluster, nurses may be floated to any Hospital unit or department to care for infusion patients in that unit or department)
- Care Management Department (Case Managers may be scheduled and assigned by the Hospital to perform Case Manager work in any Hospital unit, department or location, which shall not be considered floating)

These patient care units and clusters are defined by the patients located in the physical space occupied by the unit and by the patients who have been admitted or transferred to the care of the unit or who have been assigned a level of care associated with the unit, wherever located. These patient care units and clusters are not limited to the physical space occupied by the unit.

Nurses may be assigned by the Hospital to care for patients in a nurse's unit or cluster as defined above, in accordance with this section.

~~Nurses may be floated by the Hospital to work areas within a nurse's unit or cluster as defined above to provide direct patient care or other duties as assigned, in accordance with this section.~~

Nurses may be floated to work areas outside of a nurse's unit or cluster as defined above on a voluntary basis. When a voluntary floating assignment is made outside of a nurse's defined unit or cluster, the nurse will be assigned duties in accordance with this section. If, however, the Hospital is unable to meet a floating need through assignment within a unit or cluster or through volunteers, the Hospital may provide

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alternate nursing resources to meet the patient care need, including through assignment of relief charge nurses or nursing leaders.

Float Pool nurses may be assigned to provide direct patient care or support duties in any area of the Hospital, in accordance with this section.

- i. Competency/Qualification. Nurses shall receive patient assignments commensurate with their skills and competencies. A nurse will not be required to float to a patient assignment that requires specialty competence for which the nurse is not qualified. If a nurse feels that they are not qualified for a specific assignment, the nurse should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.
- ii. Orientation. Nurses shall be floated only to work environments for which they have been oriented. For purposes of this section, “oriented” means that the nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. A nurse may be oriented on a unit during the same shift that the nurse is assigned to work, as long as such orientation begins before the nurse assumes any patient care duties. Each unit will develop its own written float guidelines with staff nurse input. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the nurse on the unit.

**IN PACKAGE WITH FLOATING AND BREAK PROPOSALS
COUNTER OR CURRENT CONTRACT LANGUAGE**

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ARTICLE 16 – REDUCTION IN FORCE

If Hospital determines that there should be a reduction in force of nurses, the reduction will take place as follows:

- A. **Low-Census Day** - If Hospital expects a reduction in force within the shift of a unit to last for twenty-one (21) continuous calendar days or less, this low-census-day provision applies. Low-census days will be **assigned to nurses in the affected unit and shift** in the following order:
- Short Notice Shift (~~Code 62~~) (will not count for low census days for purposes of rotation)
 - Extra shifts (will not count for low census days for purposes of rotation)
 - Volunteers
 - Travelers/agency
 - Per diems
 - ~~Float Pool nurses~~
 - Mandatory by a system of rotation **(including float pool nurses on the affected unit and shift)**

New graduates will not be low censused until they finish ~~twenty-four (24) weeks of employment~~ **their orientation period and for up to eight weeks thereafter, as determined by the Hospital.** ~~and~~ ~~Experienced~~ hires will not be low censused until they finish their orientation or introductory period, whichever is longer. **Specialty Training Program nurses will not be low censused until they complete the training program and for up to eight weeks thereafter, as determined by the Hospital.**

1. Hospital will not impose mandatory low-census on a regular nurse more than a total of sixteen (16) hours per pay period if the nurse commits to voluntarily float outside their unit or cluster in accordance with Article 5, Section M as follows:

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- a. Prior to the posting of a six-week work schedule, the nurse indicates in accordance with unit procedure their agreement to voluntarily float outside of their unit or cluster for the duration of that work schedule period;
- b. Alternatively, the nurse indicates their long-term agreement to voluntarily float outside of their unit or cluster on a form provided by the Hospital for as long as that agreement is in effect. The nurse may end their long-term agreement to float outside of their unit or cluster prior to the posting of a six-week work schedule, to be effective at the beginning of that six-week work schedule.

Nurses may be required to be on standby and be called in as needed for their unit only. Nurses on standby will be paid standby pay in accordance with Appendix A to this Agreement. Nurses on Short Notice Shifts (Code 62) and extra shifts who are canceled, or sent home early, will have the option to be on standby.

2. A voluntary low-census day must be for at least four (4) hours of the nurse's assigned shift to be considered a low-census day for purposes of rotation.
3. Outside nurses will be required to accept mandatory low-census days before full-time, part-time, and per diem nurses who are working on a regularly scheduled shift and who are not in overtime or premium pay status. Day-agency nurses will be sent home before full-time, part-time, and per diem nurses employed under the terms of this Agreement.

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4. A nurse will be told at the beginning of the nurse's shift whether the nurse will be needed for any period during such shift. A nurse who is told that the nurse is assigned low census for the first portion of their shift will work the assigned portion of the shift at the nurse's regular hourly rate of pay. If the nurse is assigned to be on standby by the Hospital and is subsequently called into work while on standby status, the nurse will be paid according to Appendix A, Section I.2.
- B. **COUNTER Layoff** - If the reduction in force within the shift of a unit is expected by Hospital to, or actually does, last for more than twenty-one (21) continuous calendar days, layoff will be used instead of low census days. At the time that Hospital announces a layoff, Hospital shall orally notify Association at least ~~twenty-one~~ **thirty (30)** days in advance, ~~followed by written notification~~. Layoff will be in the reverse order of seniority among the nurses on the shift of the unit affected, provided that the remaining nurses on the unit and shift are qualified to perform the work to be done. The nurse(s) to be laid off under the preceding sentence may go on layoff or, if the nurse(s) has greater seniority than other nurse(s) on the unit, may request to replace the least senior nurse on the same unit in a comparable position. When such a request is made, it will be granted and the least senior nurse on the unit in a comparable position will be laid off, provided that the remaining nurses on the unit and shift are qualified to perform the work to be done.
1. In the event of a layoff under this Section B, a laid-off nurse may request and will be entitled to replace the least senior nurse in Hospital in a comparable position, provided that the laid-off nurse has greater seniority than the other nurse and is qualified to perform the work to be done. In such circumstances, the replaced nurse will be laid off.
 2. Recall from a layoff under this Section B will be in the reverse order of the layoff, provided that the nurse is qualified to perform the work to be done. If

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a laid-off nurse is recalled to a position that is not comparable to the nurse's position at the time of layoff, the nurse may refuse the recall, which will waive the nurse's recall rights for that assignment. With respect to such a waiver, the nurse's original layoff for lack of work will continue as if no recall had occurred. No per diem will be assigned to the shift on the unit where the layoff actually occurs while nurses from that unit and shift are on layoff, unless qualified laid-off nurses are not available to perform the assignment.

3. Pursuant to Section 15(A)(1)(b) of this Agreement, any recall rights shall end six (6) months after layoff.

IN PACKAGE WITH FLOATING, BREAK, AND LOW CENSUS PROPOSALS

AGREE IN PRINCIPLE - NEW MOU:

Digital Information Committee Participation

The Hospital and the Association agree that for the duration of the parties' 2026-202* Collective Bargaining Agreement the Association may appoint up to two (2) Hospital nurses to participate in the Hospital's Digital Innovation Committee. The Digital Innovation Committee's mandate is to make recommendations to the Executive Leadership Team regarding the evaluation and adoption of digital technologies, including but not limited to those involving AI technologies. Participation in committee meetings will be considered time worked and paid at the appropriate rate of pay. Appointed nurses will participate in accordance with the Committee's charter and established norms.

Issues related to the adoption of digital technology and AI may also be addressed in established labor management committees, including the Labor Management Committee, Professional Nursing Care Committee, and Unit Based Councils.

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This MOU will expire if the Digital Innovation Committee is disbanded, upon expiration of the 2026-202* Collective Bargaining Agreement, or upon commencement of negotiations for a successor agreement, whichever occurs first.