

This proposal is presented as a Package and each of the terms are interlocking provisions of the total proposal. ONA reserves the right to add to, edit, delete or modify any of the terms within this package at any time during negotiations or make new proposals or packages of proposals. Article and MOU numbering and titles may be adjusted upon mutual finalization of Agreement.

MEMORANDUM OF UNDERSTANDING

Generative Artificial Intelligence in Patient Care

WITHDRAW ONA LANGUAGE, COUNTER HMC LANGUAGE

~~The Oregon Nurses Association (hereafter "Association") and Tuality Healthcare d/b/a Hillsboro Medical Center (hereafter "Hospital") hereby enter into the following Memorandum of Understanding (MOU):~~

1. Definition

~~a. The parties acknowledge that definitions of Generative artificial intelligence vary but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces predictions and recommendations based on those patterns that may have implications for diagnosis, treatment, staffing levels and overall patient care. It does not include "traditional AI" technologies programmed to perform specific functions. The term generative AI is used for convenience, which shall also apply to any technology that is consistent with the above definition, regardless of its name.~~

2. Generative AI integration as a working condition

~~a. The integration of generative AI systems in the patient care setting shall be recognized as an integral aspect of the working conditions of nurses. Therefore, the Employer and the Association agree that the adoption and implementation of generative AI systems in patient care settings are a mandatory subject of bargaining.~~

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b. ~~The parties agree that priority should be given to generative AI technologies that complement and enhance the work of nurses to minimize administrative tasks and maximize time spent in the service of direct patient care.~~

~~3. Protection against deskilling and job loss~~

a. ~~There shall be no job losses or reduction in staffing levels due to generative AI, unless by formal agreement with the Association.~~

~~4. Worker privacy and tracking devices~~

a. ~~Nurses' privacy shall be protected, including protection against unwarranted surveillance, recording, and tracking through generative AI or other newly implemented devices.~~

b. ~~Generative AI systems shall not be used to monitor nurses' activities without prior written consent from the nurse, including for the purposes of research and quality and performance improvement. The consent must be clear and conspicuous and must be obtained through a contract that is separately signed by the nurse.~~

c. ~~Any tracking, recording, or monitoring of nurses shall comply with all applicable privacy laws and regulations.~~

~~5. Accountability in clinical decisions~~

a. ~~The parties recognize that any generative AI technologies that assist in clinical practice are adjunct to, not replacements for, the nurse's knowledge and skill.~~

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~~Generative AI does not replace a nurse's judgment, critical thinking or assessment skills.~~

~~b. Furthermore, the parties acknowledge that the nurse is ultimately responsible for making informed clinical decisions consistent with the responsibility of their professional licensure, even if such decisions depart from the guidance proffered by generative AI systems.~~

6. Patient data privacy

~~a. Patient data processed or accessed by generative AI systems shall be safeguarded in accordance with all relevant laws and regulations, including but not limited to HIPAA.~~

~~b. Nurses shall not be required to use generative AI systems that they believe may compromise patient data privacy or security.~~

~~c. Any concerns regarding patient data privacy shall be reported to the CNO who will then give a response within 30 days.~~

7. Ethical use of generative AI

~~a. The Hospital shall ensure transparency in generative AI algorithms used in patient care. Nurses shall have access to information on how generative AI decisions are made to maintain transparency and accountability.~~

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~~b. Generative AI systems shall adhere to ethical principles, including non-discrimination, fairness and equity, in all aspects of patient care and decision-making.~~

~~c. Patients must be notified any time they are engaging with a generative AI algorithm as part of their care, and shall have the option to opt out.~~

8. Oversight and generative AI audits

~~a. The parties acknowledge that nurses must have a meaningful voice in the selection and implementation of generative AI systems used in patient care settings~~

~~b. To that end, the Labor Management Committee shall oversee the selection, implementation and performance of generative AI systems used in patient care settings. The Labor Management Committee will be responsible for reviewing potential generative AI systems that will be used in the patient care setting, developing an implementation plan, assessing the performance of generative AI systems, and~~

~~responding to concerns raised by employees relating to inadequacies in generative AI systems that may compromise patient care and/or data privacy.~~

~~c. The Labor Management Committee shall regularly review and assess the impact of generative AI systems with respect to workload, patient outcomes and ethical considerations.~~

~~d. The Hospital agrees to conduct regular audits and assessments of generative AI systems to ensure compliance with ethical standards and best practices.~~

~~e. Such audits and assessments shall be conducted by both nurses and external neutral experts to ensure fairness, equity, non-discrimination and effectiveness in~~

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~~patient care. The Labor Management Committee shall select an external auditor to produce evaluations and recommendations that are accessible to individuals not versed in the technical intricacies of generative AI systems. The Hospital agrees to budget appropriately.~~

9. Protection from retaliation

~~a. To ensure the ethical adoption of generative AI systems, the parties agree that nurses are permitted to promptly raise any concerns about the use of generative AI systems that may compromise data privacy and diminish the quality of patient care. Nurses shall not face any form of retaliation or reprisal for raising concerns related to generative AI implementation, data privacy or any other aspect covered by this agreement.~~

10. Data usage in disciplinary actions

~~a. Recognizing the imperfection and unreliability of generative AI systems, data and insights generated by generative AI systems shall not be used for any reason as a basis for disciplinary actions against nurses up to and including termination.~~

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

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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.

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.

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