Summary of changes agreed to for the Collectively Bargained Agreement between ONA and Providence Hood River Memorial Hospital, April 1, 2022, through March 31, 2024

- Table of contents to be updated after ratification (page numbers and add new Articles)
- Article 1 Definitions– (Neutral pronouns replace gendered pronouns throughout the contract)
  o 1.6 added a night/evening variable position definition
  o 1.9 Per Diem nurses must make themselves available 3 times per 4-week schedule period (down from 4). Clarifies that a shift will be considered filled once the manager receives confirmation by email from the per diem nurse.
  o 1.14 Definition of Charge Nurse added
  o 1.16 Clarified specific list of operational units
- Article 2 Recognition and Membership-
  o 2.2 Included Outpatient Dialysis in the list of recognized nurses that are part of the bargaining unit
  o Added “phone numbers” to the list of information that PHRMH will provide to the Association regarding new hires and bargaining unit members
- Article 3 Nondiscrimination-
  o Updated protected classes to include: Added gender identity, family status, physical or mental disability, and military status as protected classes from discrimination
- Article 4 Work Schedule and Overtime
  o 4.2 E Clarifies that when a nurse qualifies for multiple premiums, the nurse shall receive the highest of the premiums
  o 4.2 F A nurse may coordinate with their manager to arrange up to two hours per month to take protect time to complete mandatory education, remotely if approved in advance.
  o 4.3 A Unit-based decision will meet operational needs, and be approved by the unit manager, house supervisor, or charge nurse. Unit-level staffing plans will address minimum staffing requirements during meals and breaks.
  o 4.3 B, 3 if a nurse is not able to take a 30-minute lunch, the nurse shall be paid for the 30 minutes
  o 4.5 Clarifies when the hospital posts a variable shift nurse position that requires rotating shifts, the hospital will make every reasonable effort to not rotate days to night or nights to days more than once every two pay periods
  o 4.6 B Clarifies if a change in schedule is not mutually agreed to, see Section D Mandatory Critical Shift language
  o 4.6 C If a shift does not meet the 10-hour break rule, a nurse can request to come back within 24 hours if the nurse and manager complete a form to waive the overtime.
  o 4.6 D Mandatory Critical Shifts as defined in this section will qualify for a thirty (30) percent differential
  o 4.6 E Infusion Services Patient Coverage on the Weekends (current language moved from an MOU into Article 4) Maintains current contract language.
  o 4.7 D Establishes a 176-hour Mandatory Low Census cap in a rolling year, and limits mandatory low census to one shift per pay period
4.8 Nurses from ED, Operating Room, PACU, and Family Birth Center are required to have a 30-minute call-in response time. All other departments are required to have a 60-minute call-in response time. Conventional beds will be provided if nurses live beyond call response time limits.

- **Article 5 Holidays**
  - Added Martin Luther King Jr. Day as a recognized holiday

- **Article 6 Annual Leave**
  - 6.1 Nurses eligible to use PTO from the beginning of employment
  - 6.1 B Annual leave accrues during Low Census
  - Annual leave payments will include a nurse’s hourly rate plus certification pay plus shift differentials
  - 6.2 Annual Leave cap is doubled to 7488 hours worked (up from 3744 hours worked)
  - 6.3 A nurse will be paid their annual leave accrual upon the termination of employment

- **Article 11 Education/Professional Leave**
  - 11. B, 2 Compensation for fees, travel, meals, and lodging will be up to $600 (up from $450)
  - 11 C Tuition Reimbursement up to $5250 per year for eligible full-time nurses, $2625 for eligible part-time nurses, if a nurse voluntarily quits with one-year, pro-rated repayment is required

- **Article 12 Seniority and Layoff**
  - 12.2 For nurses hired after Jan 1, 2018, for 30 days after ratification Seniority means the length of continuous service calculated from the hire date into a nursing position (RN, LPN, CNA).
  - 12.3 For nurses hired 30 days after ratification, seniority means the length of continuous service as an RN in the bargaining unit.
  - 12.4 The hospital will provide a seniority list annually to ONA
  - 12.7 If the hospital believes that a reduction in the nurse workforce is necessary, the hospital will provide an updated seniority list and notice of the scope and reduction a minimum of 30 days before the impacts
  - 12.8 Clarified the order of layoffs by adding Temporary Nurses and Agency nurses to the order in which layoffs would occur

- **Article 13 Job Bidding (see the language for details)**
  - 13 A, 1 Open position will be offered to the most senior regularly scheduled full-time and part-time nurse
  - 13 A, 2 next offer of an open position would go to per diem nurses who have completed their probationary period
  - 13 A, 3 Next offer of the open position would go to the senior float nurse in the unit
  - 13 B 4 A nurse hired into a new position will be placed in their new position no later than 10 weeks after the date the nurse is notified of their selection

- **Article 14 Employment Status**
  - 14.4 A nurse who has been notified that they are being terminated in less than 20 days will be paid the number of regularly worked hours per working day
• 14.6 Upon termination, a nurse will be granted an interview if the nurse requests such a meeting.

• Article 17 Association Business
  o 17.2 Association members of the bargaining team, after working to get coverage for their shift, will be able to take an unpaid day to participate in negotiations

• Article 18 Grievance/Arbitration
  o Added clarifying language to the grievance process that validates delegates, stewards, or association representatives’ participation in the grievance process

• Article 19 Health and Welfare and Retirement
  o 19.4 In 2023 medical plan premiums shall not increase by more than 7% on a blended average basis; in 2024 medical plan premiums shall not increase by more than 8% on a blended average basis

• Article 20 Duration
  o Contract expiration date shall be March 31, 2024 (2-year CBA)

• Article 24 No Strike – No Lockout
  o Eliminated overly broad language (see redline language)

• Article 25 Workplace Safety and Technology (New Article, see redline language)
  o The Hospital recognizes it is subject to national and state laws, professional and regulatory standards for use of medical and safety equipment.
     Safety Protection language
     Mutual Responsibility language
     Nurse input into Technology
     Workplace Concerns
     Exposure to communicable diseases in the workplace
     Personal Safety
     Testing

• Article 26 Health Work Environment (New Article, see redline language)
  o The Hospital and the Association agree that mutual respect is integral to a healthy work environment. Behaviors that undermine such as bullying language or abusive behavior will not be tolerated
  o 26 A – a nurse who witnesses unacceptable behavior should use the chain of command to report their concerns
  o 26 B – there shall be no retaliation for reporting unacceptable behaviors
  o 26 C – the Hospital will promptly investigate such reports, if unacceptable behavior is founded, disciplinary action up to and including termination may occur
  o 26 D – The Hospital will communicate to the nurse who was subjected to unacceptable behaviors if the allegations were founded or if the investigation was inconclusive.
  o 26 E A union representative may be present during investigatory meetings

• Article 27 Nurse Staffing
  o 27.1 A the hospital will adhere to the Oregon Nurse Staffing Law
     hospital staffing plan will be the accumulated unit staffing plans of all nursing units
     Unit staffing plans will be developed by unit-based staffing committees
UBSCs will evaluate the regularity of incoming floats as well as resource hours and educational leave approval

27.1 B the hospital with pay for UBSC related time

27.1 C Meetings of the UBSC and House Wide Staffing Committee

- Members will be paid for attendance
- Members will be released to participate
- The parties agree to review relevant data and dialogue on issues related to workforce planning

27.2 Nurse Staffing Plan Criteria

- Newly hired nurses will not be counted in the regular staffing during orientation
- Each unit's staffing plan will be based on the specialized qualifications and competencies of the nursing staff and provide for the skill mix (see redline article 27.2 section B)

27.2 C Unit-Level Staffing Plan Reviews

- If there is no agreement on a plan, the Unit’s House Wide Staffing Committee representative may escalate the matter to the House Wide Staffing Committee.

27.3 Safe Staffing Concerns - If a nurse identifies unsafe staffing, the nurse will immediately notify the house supervisor or unit manager to promote a solution that restores safe staffing

- A- A nurse who believes there has been an unsafe staffing occurrence will complete a staffing form and file it with their manager
- B- the manager has 48 hours to respond to the nurse who filed the form
- C – the nurse manager will assemble UBSC for a review
- D – UBSC will develop recommendations to prevent future unsafe staffing

Appendix A – Wages and Differentials

Market adjustment Year 1-

- First pay period Steps 0 -10 will receive $5.15 increase to hourly wage plus a 3.75% COLA
- First pay period Steps 11 to 22 will receive $4.75 increase to hourly wage plus a 3.75% COLA
- First pay period, above step 22 will receive $4.00 increase to hourly wage plus a 3.75% COLA

- Retro wages to be paid on December 9, 2022, for hours worked between April 10 and November 5th by applying the difference between the current step and the new step rate

- 7 New Steps included in the wage scale beginning January 1, 2023. New steps will be paid at the middle point between the prior and latter steps on the scale (New steps include steps 6, 9, 12, 15, 17, 18, and 23).

- March 31, 2023, a 3.0 % COLA will be added to all steps on the pay scale

- Increases to the following differentials-
- Evening shift Differential from $2.00 to $2.85 per hour.
- Night shift Differential from $6.00 to $6.20 per hour.
- Per diem nurses will progress to the next wage step by making themselves available for 600 hours.
- Weekend differential from $1.00 to $2.00 per hour
- Preceptors will receive a $3.00 per hour differential instead of a 5% differential
- Nurses who qualify for the Bilingual differential will receive $1500.00 annually, increased from $500.00 per year.
- Open Shifts differential increases from $18.00 to $19.00 per hour for full-time and part-time or short-hour nurses.
- MOU- Critical Access Short Notice Shift
  - A nurse who works a shift that became open 72 hours or less before the start of the shift will receive a differential of $25.00 per hour in addition to their hourly wage.

  - Appendix 14 - The Hospital will make every reasonable effort to assign call time equitably, Calls schedules will be available through the electronic scheduling tool.
  - Appendix 15 - The Hospital will not assign the nurse any duties or responsibilities that are in conflict with the facility-based competencies and orientation in accordance with the Oregon State Board of Nursing and the “Oregon Nurse Practice Act,” All nurses floating will receive orientation or training appropriate to the function they are performing (see redline language)
  - Appendix 17 – Charge nurses will receive a differential of $3.60 per hour as a Charge Nurse

- Appendix C Home Health and Hospice
  - Sec A – Workdays are 8 hours (80% for scheduled appointments, 20% for travel education, Tech, updates, etc...) See language
  - Overtime for hours past 8 hours per day and 40 hours in a workweek
  - Alternate schedules are available if mutually agreed to by the nurse and manager
  - Home Health and Hospice nurses shall be provided quality roadside assistance coverage
  - The Hospital will make a good-faith effort to distribute Low Census hours equitably
  - Assignments will be prorated for nurses working less than 1.0 FTE
  - Productivity performance conversations will consider in good faith factors outside the nurse’s control, the nurse will not be put on a work plan, disciplined, or terminated for factors beyond their control (See the specific language in the Redline TA copy)

- Appendix E Certifications
  - Recognized Certification differential shall be paid at $2.50 per hour for hours worked.
  - See the Appendix E in the Redline TA for the updated list of Certifications that are recognized

- Appendix F –Call-Inn and Stand-by Pay
  - A 1- Nurses on Stand-by call will be paid a differential of $6.00 per hour (increased from $5.00)
  - A 2- Regular full-time, part-time, or short-hour nurses will receive a differential of $12.00 per hour for all “Stand-by call, low-census open shifts (increased from $11.00).
  - B 1- Surgical Services nurses on stand-by-call in will be paid a differential of $8.00 per hour (increased from $5.00 per hour).
  - B- 2 Surgical Services nurses will receive a differential of $12.00 per hour for all Standby-Call, low-census open shifts (increased from $11.00 per hour).

- Appendix H infusion Services Patient Coverage on the Weekends
  - The language moved into Article 4, Appendix H deleted.

- Letter of Agreement on Charge Nurses
  - Language moved into Article 1, Definitions; LOA deleted
• Letter of Agreement – Distribution of the Standby-Call Obligation in Surgical Services  
  o Moved into Appendix F, LOA deleted

• Letter of Agreement on Payment of Float Pay in Operational Units  
  o Deleted LOA

• Memorandum of Understanding Unit-Scheduling  
  o Updated MOU to extend through the life of the contract

• Memorandum of Agreement, A regular full-time nurse who is both a Certified Wound Ostomy Clinic Nurse and a Certified Foot Care Nurse will annually receive a payment of $1000.00 less withholdings.

• MOU- Critical Access Short Notice Shift (new differential)  
  o $25 per hour differential for shifts that are open 72 hours or less before the shift’s starting time.