

PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION (ONA) and

**OREGON FEDERATION OF NURSES
AND HEALTH PROFESSIONALS (OFNHP), LOCAL 5017,**

AMERICAN FEDERATION OF TEACHERS (AFT)

and

PROVIDENCE MILWAUKIE HOSPITAL

June 1, 2024 – December 31, 2026

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Health Care Work Group**

CONTRACT RECEIPT FORM 105

ARTICLE 1 — RECOGNITION

The Hospital recognizes the Union as a collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for the bargaining unit certified by the National Labor Relations Board, Case No. 36-RC-6104, as follows: full-time and part-time registered nurses, including charge nurses, and all Per Diem registered nurses employed by the Hospital at 10150 S.E. 32nd Avenue, Milwaukie, Oregon, but excluding enterostomal therapists, infection control practitioners, quality management coordinators, employee health nurses, foot clinic nurses, RNAs, guards, administrative and supervisory personnel, and all other employees.

ARTICLE 2 — DEFINITIONS

2.A Nurse.

A Registered Nurse currently licensed to practice professional nursing in Oregon.

2.B Staff Nurse.

A Registered Nurse who is responsible for the direct or indirect total care of patients.

2.C Full-Time Nurse.

A Staff Nurse who is regularly scheduled to work seventy-two (72) or more hours per two (2)-week pay period on a non-temporary basis.

2.D Part-Time Nurse.

A Staff Nurse who is regularly scheduled to consistently work between forty-eight (48) and seventy-one (71) hours per two (2)-week pay period.

2.E Regular Nurse.

A Full-Time Nurse or a Part-Time Nurse who has completed the Introductory Period.

2.F Variable Shift Nurse.

A Nurse who is full or part-time who does not have a set shift or schedule.

2.G Charge Nurse.

A Staff Nurse who in collaboration with unit managers and Nurse Supervisor, has unit leadership duties, including patient assignments for nurses, bed planning, and who

assist in patient care. The Charge Nurse is also responsible for mentoring staff, providing real-time feedback, reporting performance issues, operational problems, and care team concerns to unit management/Nurse Supervisor.

2.G.1 Core Charge. The Core Charge Nurse role is a position for which qualified nurses apply and interview. In units where there are multiple Core Charge Nurses, scheduling will result in minimal overlap of core charge shifts.

2.G.2 Positions will be awarded to the most qualified nurse. The qualifications considered will be documented skills, ability, experience, and performance, and peer interview panel feedback. When equally qualified nurses bid for a position, it will be awarded to the senior candidate.

2.H Per Diem Nurse.

Any nurse whose job status is “Per Diem,” which means that the nurse is not assigned an FTE, but is assigned by the Hospital to work as needed on an intermittent or unpredictable basis.

2.I Temporary Nurse.

A Staff Nurse who is employed for a specified period of time not to exceed six (6) months, or who is employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months.

2.J Benefit-Eligible Nurse.

A Full-Time or Part-Time Nurse.

2.K Preceptor Nurse.

A nurse requested by his or her Nurse Manager to attend the preceptor training program and coach nurses in the clinical setting. "Coaching" involves assisting the nurse in the learning/development plan, and, in conjunction with the Nurse Manager and/or designee, evaluating the nurse's progress during the plan and providing direct guidance and feedback to the preceptee and manager/designee.

2.L Introductory Nurse.

A full-time or part-time Registered Nurse who has been employed by the Hospital less than one hundred eighty (180) calendar days.

2.M Workweek.

A seven (7)-day period beginning at 12:01 a.m. Sunday.

ARTICLE 3 — NON-DISCRIMINATION

3.A Compliance.

The Hospital and Union will comply with applicable laws prohibiting discrimination in employment matters because of race, color, national origin, religious belief, sex, age, marital status, veteran status, mental or physical disability; lawful activities relating to Union matters that do not interfere with normal Hospital routine, the nurse's duties, or the duties of other Hospital employees; or any other legally protected status, including applicable laws regarding harassment. This section is intended to include sexual orientation in accordance with any applicable law regarding that status.

3.B Internal Complaint Reporting Processes.

Nurses are encouraged to utilize the Hospital's internal complaint reporting processes.

ARTICLE 4 — MANAGEMENT RIGHTS

4.A Hospital Operation Rights.

The Union recognizes the Hospital's right to operate and manage the Hospital and that the Hospital has the obligation to provide medical and treatment services and related health care within the community.

4.B Specifically Limited by This Agreement.

Except as particular matters are specifically limited by this Agreement, the Hospital has the exclusive right to operate and manage the Hospital, and the Hospital retains all rights, powers, and authority inherent in the management function.

4.C Right to Operate and Manage.

The only limits on the Hospital's right to operate and manage the Hospital are those specifically expressed in this Agreement. If not expressly and specifically limited by this Agreement, all rights are subject to the Hospital's exclusive control.

4.D Establish, Change, Modify, etc.

The Hospital has the right to establish, change, modify, interpret, or discontinue its policies, procedures, and regulations.

ARTICLE 5 — HOURS OF WORK

5.A Reasonable Effort.

The Hospital will make every reasonable effort to keep nurses working a regular eight (8)-, nine (9)-, ten (10)-, or twelve (12)-hour shift. Exceptions may be made for operational and/or patient care reasons. In such cases, the manager will work with the nurse to minimize disruption to the nurse's schedule.

5.B Meal and Rest Periods.

The parties acknowledge the legal requirements and the importance of rest and meal periods for nurses. The parties further acknowledge that the scheduling of regular rest periods requires appropriate staffing and scheduling, teamwork, professional accountability and active charge nurse involvement. **The Hospital will comply with its legal obligations for meals and breaks as required in Oregon's nurse staffing law,**

according to its term. The parties additionally agree to the following: ~~therefore agree as follows:~~

~~5.B.1 During each nurse's workday, the nurse shall receive the following:~~

- a. Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest and meal periods. ~~a. Caregivers in each unit or department will have the opportunity to participate with unit leadership in determining how meals and rest periods are provided. This group will determine what reasonably available information will help them with this process. The units will then use that information to develop a process for scheduling nurses for the total amount of rest and meal periods set forth in this section, to be presented to the staffing effectiveness committee for approval.~~
- b. The preferred approach is to relieve nurses for two (2) fifteen (15)-minute rest periods and one (1) thirty (30)-minute meal period within an eight (8)-hour shift, and three (3) fifteen (15)-minute rest periods and one (1) thirty (30)-minute meal period within a twelve (12)-hour shift.
For nurses working a standard ten (10)-hour shift, the preferred approach is to relieve nurses for two (2) twenty (20)-minute rest periods and one (1) thirty (30)-minute meal period. In accordance with the unit staffing plan, a nurse may combine meals and/or breaks.
- c. If a nurse believes that he or she is unable to take the breaks or meal periods described above, the nurse will alert the unit Charge Nurse, who will use the chain of command if necessary, to assist with providing the nurse break relief.
- d. If patient care needs require the nurse to remain at the nurse's duty station during ~~such~~ **their** meal period, the nurse will be paid for such time, and the nurse will be offered an unpaid meal period as soon as patient care needs allow.

- e. ~~For surgical services nurses working a standard ten (10) hour shift, the preferred approach is to relieve nurses for two (2) twenty (20) minute rest periods and one (1) thirty (30) minute meal period within a ten (10) hour shift in Surgery, and three (3) fifteen (15) minute rest periods and one (1) thirty (30) minute meal period within a twelve (12) hour shift.~~
- f. ~~Consistent with~~ The Hospital will comply with ORS 653.077, according to its terms, to provide nursing mothers with reasonable unpaid rest periods ~~may take one (1) thirty (30) minute unpaid rest period during each four (4) hour work period for the purpose of the expression of breast milk.~~
- g. Nothing in this Article shall relieve the Hospital of its duty to provide breaks and meals as required under state law nor shall anything be construed to limit a nurse's potential remedies.
- h. In the event nurses on a particular unit or units have concerns about the implementation of ~~or~~ about the availability of meal periods or breaks on the unit in general, the concern may be raised with the Task Force or the appropriate unit-based committee of their clinical division, in addition to the remedies provided by the grievance procedure.

There will be no retaliation for reporting or recording missed meals or breaks.

5.C Overtime Compensation.

Overtime compensation will be paid at one and one-half (1 ½) times the nurse's average regular straight-time hourly rate of pay plus all differentials earned, consistent with applicable wage and hour law as of the date of ratification of this agreement, for all hours worked either 1.) in excess of forty (40) hours in each workweek (thirty-six (36) hours for nurses regularly scheduled to work twelve (12)-hour shifts); or 2.) in excess of eight (8) hours in each day or eighty (80) hours in a work period of fourteen (14)

consecutive days, if pursuant to an agreement or understanding in writing between the nurse and the Hospital.

5.C.1 Overtime compensation will also be payable for all hours worked in a shift in excess of the nurse's regularly scheduled shift duration. If the nurse has more than one (1) regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under this section will be the duration specified for the shift to be worked.

a. When the applicable shift duration for determining eligibility for premium pay is less than eight (8) hours, excluding meal periods, overtime compensation will be paid only for hours worked in excess of eight (8) in the shift.

5.C.2 There will be no pyramiding of one and one-half (1 ½) and/or higher premiums, with the sole exception that hours worked on a recognized holiday at a premium rate of pay will be counted in the calculation of weekly or biweekly overtime.

5.D Assignment of Overtime.

5.D.1 The Hospital will comply with the provisions of ORS 441.166 (Hospital Nursing Services – Need for Replacement Staff) regarding assignment of overtime.

5.D.2 When there are multiple nurses who want to work overtime, the Hospital will continue its current practice of distributing overtime, which generally attempts to allocate work evenly among nurses who want to work such overtime.

5.E Training Opportunities.

The compensation provisions of Section 9.B and Section 17.B.4 of this Agreement shall not apply to a nurse who reports to work to receive the benefit of or fulfill a training opportunity. This provision shall not apply to any training which is mandatory or required for the nurse to maintain his/her current position.

5.F Mandatory Education.

Nurses shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual nursing evaluation during regularly scheduled shifts. If there is difficulty in finding adequate uninterrupted time away from patient care duties to complete mandatory education or the nursing evaluation, the nurse may bring this difficulty to the attention of his or her supervisor or manager. The nurse and the manager will then work together to schedule a reasonable amount of paid time away from patient care, consistent with patient care needs, for the nurse to complete the education or evaluation at the Hospital. This may include during periods of low census, with the approval of the nurse's manager and/or nursing supervisor. Nurses who report for mandatory education or staff meetings at the request of the Hospital outside of their regularly scheduled shift will be paid a minimum of one (1)-hour of pay regardless of the length of the education program or staff meeting.

All travel time incurred in conjunction with mandatory education not offered at the Hospital campus will be paid in accordance with state and federal law and mileage reimbursed in accordance with Hospital policy. It is the responsibility of the nurse to record and timely report such time in accordance with Hospital policy.

When mandatory training is eight (8) hours or more, nurses will be paid for their full regular shift length. If training occurs on-site and is less than the nurse's regularly scheduled shift in duration, the nurse and the manager will work together to ensure that all mandatory training requirements are met.

If the required education or training is less than eight (8) hours and is in lieu of a regularly scheduled shift, then the nurse's manager may ask the nurse to return to work to complete their shift on-campus. Examples of such training include ACLS, BLS, PALS, PMAB, and HRO training, if such training is required within the nurse's job role.

5.F.1 The nurse and Nurse Manager should work together to determine the plan for the rest of their regularly scheduled shift.

5.F.2 A nurse may take off the remaining hours of their shift, with manager or designee approval.

5.F.3 If both the nurse and their manager are in agreement, the nurse may pre-arrange to come in to work on a separate day from the day they completed the training to make up any missed hours.

If the training is less than four (4) hours, the nurse should work with their manager to minimize overtime usage whenever possible.

5.G Present a Plan to the Task Force.

A nurse may present a plan to the Task Force that outlines a plan to introduce a mix of shift lengths in a department if the shift length changes are voluntary, does not create additional overtime, does not impede patient care continuity, addresses a plan to cover unplanned and planned absences, and does not create burdensome work for the charge nurse. Such a plan will only be implemented with the agreement of the Task Force.

ARTICLE 6 — WORK SCHEDULES

6.A Length of Schedules.

Work schedules will be prepared either for 1.) each calendar month, which will be posted four (4) weeks before the beginning of the month, or 2.) for two (2) consecutive pay periods, which will be posted four (4) weeks before the beginning of the first of such pay periods. Once the schedule is posted, changes may be made only with the mutual agreement of the affected nurse and the Hospital.

6.B Weekend Work.

The Hospital will continue its current policy of scheduling every other weekend off for Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more frequent weekends. If the Hospital determines based on operational and patient care needs (provided that such discretion is not exercised arbitrarily) that weekend work can be less frequent than every other weekend, such schedules are permitted by this

Agreement. Extra weekend shifts off will be rotated fairly, consistent with patient care needs (including appropriate skill mix and staffing levels).

6.C Setting of Schedules.

The Hospital has the right to set schedules based on patient needs. The Hospital, however, will seek input from, and attempt to accommodate, all nurses in a given department in creation of the schedule. The Hospital will also seek to accommodate, consistent with operational needs, nurses' desires for regularity in their scheduling patterns. If the nurses on a unit present a proposal to create a pattern schedule, supported by the majority of nurses on a unit, management will approve or deny the proposal based upon articulated patient care or operational needs. To receive approval, any pattern schedule must meet core staffing needs without incurring additional overtime or extra shift premium. When there are significant changes to the schedule, the Hospital will discuss the proposed change(s) with the affected nurse(s) and will provide at least thirty (30) days' notice of significant changes. In the event of holidays, leaves of absence, or other reasonable operational needs, temporary changes may be made prior to the schedule posting and subject to the limitations in Section 6.A of this Article.

6.D Scheduling Priority.

Prior to posting of the schedule, the Hospital will make every effort to schedule bargaining unit nurses, including Per Diem nurses, prior to temporary, agency or traveler nurses.

6.E Consecutive Twelve (12)-Hour Shifts.

The Hospital will not schedule nurses for more than three (3) consecutive twelve (12)-hour shifts without the nurse's consent. Nurses may self-schedule for more than three (3) consecutive twelve (12)-hour shifts; however, the nurse must obtain manager approval if the nurse seeks to self-schedule more than four (4) consecutive twelve (12)-hour shifts. If a nurse is unable to self-schedule their full FTE without incurring more than three (3) consecutive twelve (12)-hour shifts, that nurse may talk to their manager or supervisor about identifying schedule alternatives.

Exceptions to this section may be made to accommodate holiday schedules. The restrictions on twelve (12)-hour shifts do not apply to pre-existing pattern schedules on any given unit.

6.F Variable Shift Schedules.

The Hospital may post variable shift positions to facilitate the predictable scheduling of other regular nurses, minimize the potential for MDO, and to help ensure adequate staffing for effective and safe patient care. When the Hospital posts a variable shift position, the Hospital will work to minimize the impact of such variable schedules. If a variable shift nurse has any concerns about a nurse's schedule, that nurse may raise those concerns with the nurse's manager within one (1)-week of the schedule being posted. The manager will then work with the nurse to adjust the nurse's schedule and accommodate the nurse's concerns to the extent possible. If the nurse still has concerns with the nurse's schedule, the nurse may escalate the concern through the chain of command, and/or may raise the issue with Task Force.

6.G Per Diem Schedules.

6.G.1 To maintain Per Diem status, a nurse must submit availability as follows:

- a. Prior to the scheduling period that includes May 1, 2020 Per Diem nurses will only be required to make themselves available for two (2) shifts during a four (4) week scheduling period. Beginning the scheduling period immediately following May 1, 2020 a Per Diem nurse must submit availability for at least three (3) open shifts during each four (4) week scheduling period. The three (3) available shifts must include at least one (1) of the following: weekend, evening, night, holiday, or pre-scheduled call shifts as defined within the unit. If a unit manager/scheduler is unable to identify a list of open shifts in the schedule, each Per Diem nurse will still submit at least three (3) shifts for which the nurse is available.

6.G.2 General Requirements:

- a. Per Diem nurses hired specifically to evening/night shift, must provide availability for evening/night shift openings.
 - b. At least two (2) of the assigned shifts in a calendar year will be on a holiday, rotated between winter and summer holidays.
 - c. The nurse must meet the patient care education requirements.
 - d. A nurse may completely opt out of one (1) schedule period each calendar year, provided the nurse notifies their manager in advance of the preparation of the work schedule.
- A Per Diem nurse who does not meet the defined requirements or who does not work any shifts for three (3) consecutive schedule periods in a rolling year (unless the Nurse Manager has approved extenuating circumstances in advance) will be considered to have voluntarily resigned.
 - A Per Diem nurse who regularly works an average of twenty-four (24) or more hours per week in one unit for at least six (6) consecutive months may request reclassification to part-time or full-time status consistent with such hours worked, unless such Per Diem nurse is filling positions because of any combination of leaves of absence, and sick leave for a period of time not to exceed six (6) months.

ARTICLE 7 — COMPENSATION

7.A Wage Scale.

Effective the first full pay period including the dates set forth below, regular full-time and part-time nurses will be paid as follows:

Wage Increases:

Effective ~~second full pay period following~~ upon ratification: ~~One dollar and 75 cents (\$1.75) increase to all steps and two point twenty five percent (2.25%)~~

~~Four dollar and twenty-five cent (\$4.25) increase to all steps, plus 5.0% across the board~~

~~Effective May 31, 2023: two point seventy five percent (2.75%) across the board and thirty (30) cent increase to Entry — Step 10~~

Effective the first full pay period including June 1, 2025: 4.0% across the board increase.

Effective the first full pay period including June 1, 2026: 4.0% across the board increase.

Add steps 26-30, effective June 1, 2026.

Step	Ratification	2025	2026
Start	\$51.83	\$53.90	\$56.06
1	\$54.29	\$56.46	\$58.71
2	\$55.84	\$58.07	\$60.40
3	\$57.44	\$59.73	\$62.12
4	\$59.55	\$61.93	\$64.40
5	\$62.48	\$64.97	\$67.57
6	\$63.02	\$65.54	\$68.16
7	\$63.58	\$66.12	\$68.77
8	\$63.87	\$66.43	\$69.08
9	\$64.16	\$66.72	\$69.39
10	\$64.69	\$67.28	\$69.97
11	\$65.07	\$67.67	\$70.38
12	\$65.76	\$68.39	\$71.13

13	\$66.18	\$68.83	\$71.58
14	\$66.62	\$69.29	\$72.06
15	\$67.11	\$69.79	\$72.58
16	\$67.70	\$70.41	\$73.23
17	\$68.31	\$71.05	\$73.89
18	\$68.94	\$71.70	\$74.57
19	\$69.55	\$72.33	\$75.23
20	\$70.16	\$72.97	\$75.89
21	\$70.92	\$73.75	\$76.29
22	\$70.92	\$73.75	\$76.70
23	\$71.52	\$74.38	\$77.03
24	\$71.52	\$74.38	\$77.35
25	\$72.20	\$75.09	\$78.09
26			\$78.49
27			\$78.89
28			\$79.29
29			\$79.69
30			\$80.10

Years of Experience at Each Step	
Start	Up to 1 year of experience
Step 1	At least 1 year but less than 2 years
Step 2	At least 2 years but less than 3 years

Step 3	At least 3 years but less than 4 years
Step 4	At least 4 years but less than 5 years
Step 5	At least 5 years but less than 6 years
Step 6	At least 6 years but less than 7 years
Step 7	At least 7 years but less than 8 years
Step 8	At least 8 years but less than 9 years
Step 9	At least 9 years but less than 10 years
Step 10	At least 10 years but less than 11 years
Step 11	At least 11 years but less than 12 years
Step 12	At least 12 years but less than 13 years
Step 13	At least 13 years but less than 14 years
Step 14	At least 14 years but less than 15 years
Step 15	At least 15 years but less than 16 years
Step 16	At least 16 years but less than 17 years
Step 17	At least 17 years but less than 18 years
Step 18	At least 18 years but less than 19 years
Step 19	At least 19 years but less than 20 years
Step 20	At least 20 years but less than 21 years
Step 21	At least 21 years but less than 23 years
Step 23	At least 23 years but less than 25 years
Step 25	At least 25 years

7.B Progression Requirements.

7.C.1 Nurses will progress to the next step on the scale on the nurse's anniversary date, provided that on such date the nurse has completed at least the years of experience that correspond to the next step.

7.C Experience.

A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care Hospital(s) (including the state Hospital) or in a facility that has the equivalent patient populations. A year of related experience under this section is one thousand eight hundred seventy-two (1,872) hours of work.

7.D Payroll Errors.

Nurses are expected to review and approve their timecards each pay period to ensure accuracy and more timely correction of errors. Time records will continue to be made available in each unit to allow nurses to promptly research payroll errors and to promptly notify their Core Leader or appropriate chain of command. They can also contact Human Resources. If the Hospital causes an error to an employee paycheck, an explanation will be provided to the employee within five (5) business days. For errors that are five percent (5%) or more of the nurse's gross wages due on the regular payday, the nurse may request a special correction check through Human Resources. A correction check will be processed by the end of the third (3rd) business day after notification, excluding weekends and holidays, as long as the error can be validated. Other corrections, once validated, will be included on the next regular payroll check. The expedited processing of payroll corrections of less than five percent (5%) of the nurse's gross wages shall be considered by Human Resources on a case-by-case basis.

~~7.E Longevity.~~

~~One thousand seven hundred and fifty dollars (\$1750) for Full time nurse / one thousand dollars (\$1000) for part time nurses for twenty six (26) years and up.~~

Ratification Bonus

The bonus is based on a percentage of “hours worked,” since expiration which includes regular, overtime, orientation, meetings, education, and PTO used for MDOs, but does not include leaves. This is paid as base rate only.

Bonus is equivalent to 75% of retro owed for hours worked 6/1/24-12/31/2024

Bonus will be paid out in two segments as follows: 75% paid two pay periods following ratification, 25% in October 2025. Nurses must be employed in the bargaining unit at the time of ratification and employed through the payment date.

ARTICLE 8 — DIFFERENTIALS

8.A Certification Differential.

8.A.1 Nurses may apply to the Hospital and will be paid a certification differential of ~~two dollars and thirty cents (\$2.30)~~ **three dollars (\$3.00)** per hour as of the first pay period that includes the application date, if the nurse has a current national specialty certification listed on Appendix A that is relevant to the department where the nurse works the majority of his or her hours. If a nurse moves to a different department for any reason, the nurse will continue to receive the same certification pay differential unless and until the certification expires, at which time the nurse’s certification pay will be re-evaluated based on the certifications within the new department.

8.A.2 Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to the Hospital of certification renewal before that date. If the proof is submitted to the Hospital after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

8.A.3 Nurses with multiple recognized certifications will receive certification differential for only one at a time.

8.B Shift Differentials.

A nurse will be paid shift differentials when the majority of a nurse's hours worked fall within the applicable shift.

8.B.1 The shifts are defined as follows:

Majority of the nurse's hours are between	Shift
0700 and 1500	Day
1500 and 2300	Evening
2300. and 0700	Night

When the nurse's hours on a particular shift are evenly split, the nurse will receive the higher differential.

8.B.2 Evening Shift Differential: Nurses will be paid an evening shift differential of ~~two dollars and eighty five cents (\$2.85)~~ **three dollars (\$3.00)** per hour.

8.B.3 Night Shift Differential: Nurses will be paid a night shift differential of ~~six dollars and 20 cents (\$6.20)~~ **ten dollars (\$10.00)** per hour.

8.B.4 Nurses who agree to adjust their scheduled work hours to accommodate the needs of the Hospital will receive the higher of 1.) the shift differential applicable to the originally scheduled shift; or
2.) the shift differential applicable to the adjusted shift hours.

8.C Charge Nurse Differential.

Relief Charge Nurses will be paid a differential of three dollars and sixty cents (\$3.60) hour for hours spent working in a charge nurse capacity. Core Charge Nurses will be paid a differential of ~~three dollars and sixty cents (\$3.60)~~ **four dollars and twenty cents (\$4.20)** for each hour paid.

8.D Preceptor Differential.

The Hospital will pay a qualified preceptor nurse a differential of three dollars **and ten cents (\$3.10)** ~~(\$3.00)~~ per hour worked as a preceptor to perform coaching 1.) of a newly hired nurse (including a re-entry nurse) during that nurse's orientation period, 2.) of a nurse in a Hospital residency program, or 3.) of a student nurse who is part of a program specifically designed without a faculty member from the program present in the Hospital. The Hospital shall further have the discretion to assign preceptor duties to a qualified preceptor at the above – described rate in other circumstances it deems

appropriate. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

8.E Inclusion in Regular Rate of Pay.

All differentials described in the CBA will be included in each nurse's regular rate of pay, as applicable, for purposes of calculating overtime under the Fair Labor Standards Act.

8.F Weekend Differential.

~~Effective the first full pay period including November 1, 2019, f~~For weekend work, the nurse will be paid a weekend differential of two dollars ~~and twenty-five cents (\$2.25)~~ ~~(\$2.00)~~ per hour worked. This premium will not be paid for any unworked hours. Weekend differential will be paid for hours worked on weekend shifts, which are defined as shifts beginning within the period of 1900. Friday through 1859 p.m. Sunday.

8.G Per Diem Nurses.

8.G.1 Per Diem nurses will be paid, in addition to the base rate of pay for regular nurses listed in Section 7.A, a differential in lieu of benefits (including benefits conferred in Articles 11, 14 and 15) in the amount of four dollars ~~and twenty-five cents (\$4.25)~~ ~~(\$4.00)~~ per hour.

8.H Resource Nurse:

Upon notification to the Hospital, Full and Part-time Resource Nurses who are employed as a resource RN at the time of contract ratification will receive a one-time bonus of two thousand dollars (\$2000) after the completion of two (2) consecutive years of service as a Resource Nurse.

ARTICLE 9 — STANDBY COMPENSATION

The following standby compensation policies shall apply to nurses regularly employed full time and part time (except as set forth in Appendix B):

9.A Standby Pay.

Nurses scheduled for or placed on standby shall be paid the sum of ~~six dollars (\$6.00)~~ ~~eight dollars (\$8.00)~~ for each hour of scheduled or non-scheduled standby.

9.B Call-Backs.

Time actually worked on a call-back while on scheduled standby shall be paid for at one and one-half (1 ½) times (two (2) times on a holiday) the nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such premium rate will apply only where 1.) the nurse has first clocked out and then received a call from the nurse's unit manager or designee asking the nurse to return to work or 2.) where the nurse continues his or her scheduled shift for sixty (60) minutes or more. If the nurse continues his or her scheduled shift for fifty-nine (59) minutes or less, the nurse will receive one (1)-hour of the premium rate.

9.C Electronic Beepers.

The Hospital will make electronic beepers available for nurses scheduled on standby.

ARTICLE 10 — EXTRA SHIFTS

10.A Extra Shift Benefit.

Full-time or part-time nurse will be paid a differential of ~~nineteen~~ **twenty** dollars (~~\$19.00~~ **(\$20.00)**) per hour (~~twenty dollars (\$20.00) for weekends~~) for all hours worked per week in excess of the number of the nurse's regularly scheduled hours for the week (including regularly scheduled weekend hours), when such excess hours result from the nurse's working extra shift(s) of at least three (3) hours each in duration and performing direct patient care, at the request of the Hospital.

10.A.1 For the purposes of determining "the nurse's regularly scheduled hours for the week" above, regularly scheduled hours actually worked in the week will be counted, and the following regularly scheduled hours will also be counted for the week:

- a. Not worked because of an MDO, as defined in Section 17.A.1;
- b. Not worked because the Hospital required attendance at a specific education program;

- c. Not worked because the nurse was on a paid educational leave from such hours.

10.A.2 Hours worked in determining eligibility for this differential will not include hours worked as a result of trades or of being called in to work while on standby (subject to paragraph 10.A.6 below regarding standby after canceling an extra shift).

10.A.3 If a nurse's FTE status is reduced at the nurse's request, this differential will be payable to the nurse only for extra shifts worked above the nurse's former FTE for a period of thirteen (13) full pay periods following the nurse's FTE reduction.

10.A.4 A weekend shift under this section is defined as a shift beginning within the period from 1900 on Friday through 06:59 on Sunday. A nurse who works less than four (4) hours on an otherwise eligible shift due to MDO will receive the differential on all hours worked.

10.A.5 This differential will not be paid for any unworked hours.

10.A.6 Nurses cancelled from an extra shift and placed on standby, if thereafter called back to work on the same unit and shift will be paid at the same rate of pay they would have received if not previously cancelled. This provision supersedes the premium pay language of Article 9.B. (Note: This means that the nurse will receive the extra shift differential but will not receive call-back pay.)

10.B Per Diem Nurse Eligibility.

A Per Diem nurse is eligible for the differential as described in paragraph 10.A above for hours worked in excess of thirty-six (36) hours per work week, when such excess hours result from the Per Diem nurse working extra shift(s) of at least three (3) hours each in duration at the request of the Hospital.

ARTICLE 11 — HEALTH BENEFITS

11.A Benefit-Eligible Nurse.

Each benefit-eligible nurse may choose to participate in the health insurance benefits offered to a majority of the Hospital's other employees, in accordance with their terms. From the insurance benefits offered, the nurse will select medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan: effective January 1, 2020, the EPO Plan will be added as a third (3rd) plan option) and, at the nurse's option, coverage from among the following benefits: 1.) dental coverage, 2.) supplemental life insurance, 3.) voluntary accidental death and dismemberment insurance, 4.) dependent life insurance, 5.) health care flexible spending account, 6.) day care reimbursement account, 7.) vision care insurance, and 8.) long-term disability insurance.

11.B Premium Cost.

The Hospital will pay the premium cost of the medical and dental benefits selected by each participating nurse for coverages offered under 11.A above, up to the amount of the applicable contribution levels provided to a majority of the Hospital's other employees, based on category of coverage and full-time or part-time status. The Hospital's medical and dental plans for bargaining unit nurses will have the same premium contribution levels, deductibles, copayments and out of pocket maximums that are in place for the majority of the Hospital's non-represented employees, provided that the Hospital's health insurance plan for 2019 shall be in accordance with the provisions of Appendix D attached hereto.

11.C Payroll Deduction.

The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Hospital, the cost of the total health insurance benefits selected that exceeds the amount paid by the Hospital under the preceding section.

11.D Coverage.

Coverage under the plans specified in paragraph A above will continue while a nurse is on PTO or EIT.

ARTICLE 12 — PENSIONS

12.A Retirement Plan.

Nurses will participate in the Hospital's retirement plan in accordance with its terms. The Hospital shall not reduce the benefits provided thereby unless required by the terms of a state or federal statute during the term of this Agreement.

12.B 403(b) and/or 401(k).

The Hospital will offer nurses the opportunity to participate in the Hospital's 403(b) and/or the 401(k) and matching plans, in accordance with their terms.

12.C Amend Terms.

The Hospital may from time to time amend the terms of the plans described in this Article, except 1.) as limited by 12.A above and 2.) that coverage of nurses under 12.B above shall correspond with the terms of coverage applicable to a majority of the Hospital employees.

ARTICLE 13 — PROFESSIONAL DEVELOPMENT

13.A Educational Leave.

13.A.1 The Hospital will annually provide eight (8) hours of paid educational leave for each regular nurse provided, however, that if a nurse must miss a regularly scheduled shift in excess of eight (8) hours in order to attend an approved education program, the nurse will be entitled to up to the length of his or her regularly scheduled shift of paid educational leave for that day. Such pay will be drawn from the nine hundred (900)-hour pool described in 13.A.2

13.A.2 In addition, the Hospital will provide up to nine hundred (900) hours of paid educational leave for use by regular nurses as a group to attend educational programs. Nurses must use their eight (8) hours of paid educational leave before or in conjunction with accessing hours to the nine hundred (900)-hour pool, and such utilization will be verified in writing by the nurse's manager.

The educational programs described herein must be bona fide educational programs for nurses to acquire new knowledge related to the practice of nursing, update basic nursing knowledge and skills, and maintain certifications (other than those described in 13.A.2 d below).

- a. Educational leave may not be carried over from one (1)-year to the next.
- b. A nurse will provide a certificate of completion for attending an educational program and, upon request by the Hospital, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.
- c. The Hospital may grant additional educational leave in cases it deems appropriate.
- d. Educational leave includes Educational Units (CEU's) through virtual platforms reimbursed at one (1)-hour of regular hourly rate per CEU earned. The reimbursement for on-line CEU hours shall not contribute to overtime pay.
- e. The hours allotted above do not include the education hours necessary for a regular or Per Diem nurse to obtain ACLS, PALS, ENPC, NRP, and BCLS, and any certification or education (other than degree programs) required by the nurse's manager for the nurse's unit.
- f. A newly hired regular nurse may apply to use educational leave in the calendar year in which the nurse reaches his or her first anniversary date of employment as a nurse, but only after the nurse's anniversary date.

13.A Educational Funds.

The Hospital will provide up to twenty thousand dollars (\$20,000) in each twelve (12)-month period (June 1 to May 31) for assistance in paying for registration fees, required materials, travel, meals, lodging and parking in conjunction with educational courses for regular nurses and for Per Diem nurses who have worked at least four hundred (400) hours for the Hospital in the preceding twelve (12) months. One-quarter (1/4) of the annual amount specified in the preceding sentence will be allocated to each calendar quarter of that twelve (12)-month period. Any part of such quarterly amount not used for a quarter (1/4) will be carried over to the next quarter, except that there will be no carryover to the next twelve (12)-month period. A regular nurse will be eligible for a maximum of four hundred fifty dollars (\$450) per twelve (12)-month period. If any part of the above annual amount remains undistributed at the end of the twelve (12)-month period, individual nurses who apply for expenses in excess of their individual maximums four hundred fifty dollars (\$450) will be reimbursed on an equitable basis up to an additional six hundred fifty dollars (\$650) annually. No nurse will receive more than one thousand one hundred dollars (\$1,100) in education funds annually.

13.B.1 The Hospital will continue to pay for the registration fees necessary to obtain ACLS, PALS, ENPC, NRP, and BCLS, and any certification or education (other than degree programs) required by the nurse's manager for the nurse's unit. For ACLS or BCLS certification or re-certification, the nurse must take a course offered at Providence facilities or through a Providence preferred educational provider to receive full payment for registration fees; if the nurse takes a course elsewhere, he or she is responsible for paying the amount that exceeds the fee charged at a Providence facility or through a Providence preferred educational provider.

13.B.2 Any material changes in the procedure for processing payment for amounts approved under this Section 13.B will be presented and discussed at the Professional Nursing Care Committee prior to implementation.

13.B Processing of Requests.

To access the nine hundred (900) hours of educational leave and/or the educational funds described above, the nurse must submit a request to his or her manager for a determination of whether the department schedule can accommodate the nurse's absence. The manager's decision as to scheduling and departmental needs will be final and binding on all concerned. The manager will then forward the approved request to the Professional Nursing Care Committee, which will review the request and forward its determination and explanation to the manager. The PNCC shall have the final authority to approve the disbursement of funds for programs 1.) when the nurse's absence from work has been approved by the unit manager, or 2.) that do not require the nurse to miss work from his or her scheduled hours.

ARTICLE 14 — PAID TIME OFF

14.A Paid Time Off.

The Paid Time Off ("PTO") program encompasses time taken in connection with vacation, illness, personal business, and holidays. Except for unexpected illness or emergencies, PTO should be scheduled in advance.

~~14.B-1~~ — ~~Accrual.~~

~~Effective through the final pay period in 2019, benefit-Eligible Nurses will accrue PTO as follows:~~

~~14.B-1.1 From and after the nurse's most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment—zero point zero nine two four (0.0924) hours per paid hour, not to exceed eighty (80) paid hours per two (2) week pay period (approximately twenty four (24) days of PTO per year with one hundred ninety two (192) hours' pay for a full-time nurse);~~

~~14.B-1.2 From and after the nurse's fourth (4th) anniversary of continuous employment until the nurse's ninth (9th) anniversary of continuous employment—zero point one one (0.11)~~

~~hours per paid hour, not to exceed eighty (80) paid hours per two (2)-week pay period (approximately twenty nine (29) days of PTO per year with two hundred thirty two (232) hours' pay for a full-time nurse);~~

~~14.B-1.3 From and after the nurse's ninth (9th) anniversary of continuous employment—zero point one three zero eight (0.1308) hours per paid hour, not to exceed eighty (80) paid hours per two (2)-week pay period (approximately thirty four (34) days of PTO per year with two hundred seventy two (272) hours' pay for a full-time nurse);~~

~~14.B-1.4 For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a twelve (12) hour shift, or four (4) days each week, with each workday consisting of a nine (9) hour shift, the accrual rates in paragraphs 14.B.1, 2, and 3 immediately above will be changed to zero point zero nine six three (0.0963), zero point one one five five (0.1155), and zero point one three four seven (0.1347) hours, respectively, per paid hour, not to exceed seventy two (72) paid hours per two (2)-week pay period;~~

~~14.B-1.5 Accrual will cease when a nurse has unused PTO accrual equal to one and one half (1 ½) times the applicable annual accrual set forth above.~~

14.B-2 Effective Date.

~~Effective January 5, 2020, r~~Regular nurses with an FTE of zero point five (0.5) – one point zero (1.0) will accrue PTO as follows:

Years of Service	Accrual per Hour Worked*	Accrual per Year**
Less than 3 years	0.0961 hours	200 hours
3 to less than 5 years	0.1077 hours	224 hours
5 to less than 10 years	0.1154 hours	240 hours
10 to less than 15 years	0.1269 hours	264 hours

15 or more years	0.1346 hours	280 hours _
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*Not to exceed eighty (80) hours per pay period

**Based on a full-time (1.0 FTE) nurse

~~14.B-2.1 From and after the nurse's most recent date of employment until the nurse's third (3rd) anniversary of continuous employment—zero point zero nine six one (0.0961) hours per hour worked, not to exceed eighty (80) paid hours per two (2) week pay period (approximately twenty-five (25) days of PTO per year with two hundred (200) hours' pay for a full-time nurse);~~

~~14.B-2.2 From and after the nurse's third (3rd) anniversary of continuous employment until the nurse's fifth (5th) anniversary of continuous employment—zero point one zero seven eight (0.1078) hours per hour worked, not to exceed eighty (80) paid hours per two (2) week pay period (approximately twenty-eight (28) days of PTO per year with two hundred twenty-four (224) hours' pay for a full-time nurse);~~

~~14.B-2.3 From and after the nurse's fifth (5th) anniversary of continuous employment until the nurse's tenth (10th) anniversary of continuous employment—zero point one one five four (0.1154) hours per hour worked, not to exceed eighty (80) paid hours per two (2) week pay period (approximately thirty (30) days of PTO per year with two hundred forty (240) hours' pay for a full-time nurse);~~

~~14.B-2.4 From and after the nurses' tenth (10th) anniversary of continuous employment until the nurses' fifteenth (15th) anniversary of continuous employment—zero point one two six zero (0.1260) hours per hour worked, not to exceed eighty (80) hours per two (2) week pay period (approximately thirty-three (33) days of PTO per year with two hundred sixty-four (264) hours' pay for a full-time nurse);~~

~~14.B-2.5 From and after the nurses' fifteenth (15th) anniversary of continuous employment—zero point one three four six (0.1346) hours per hour worked, not to exceed eighty (80) hours per two (2) week pay period (approximately thirty-five (35) days of PTO per year with two hundred eighty (280) hours' pay for a full-time nurse);~~
~~**The number of hours is based on an eight (8) hour shift or eighty (80) hours per pay period.~~

~~14.B-2.6 For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a twelve (12)-hour shift, or four (4) days each week, with each workday consisting of a nine (9)-hour shift, the accrual rates in paragraphs 14.B.2.1—5 immediately above will be changed to zero point one zero zero four (0.1004), zero point one one two two (0.1122), zero point one one nine seven (0.1197), zero point one three one four (0.1314), and zero point one three eight nine (0.1389) hours, respectively, per paid hour, not to exceed seventy-two (72) paid hours per two (2) week pay period.~~

For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a twelve (12)-hour shift, or four (4) days each week, with each workday consisting of a nine (9)-hour shift, **will accrue PTO as follows:**

Years of Service	Accrual per Hour Worked*	Accrual per Year**
Less than 3 years	0.1004 hours	188 hours
3 to less than 5 years	0.1122 hours	210 hours
5 to less than 10 years	0.1197 hours	224 hours
10 to less than 15 years	0.1314 hours	246 hours
15 or more years	0.1389 hours	260 hours

*Not to exceed seventy-two (72) hours per pay period

**Based on a full-time (0.9 FTE) nurse

Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1 ½) times the applicable annual accrual set forth above.

14.C Definition of a Paid Hour.

A paid hour under B above will include only hours directly compensated by the Hospital and mandatory days off; and will exclude overtime hours, unworked pre-scheduled standby hours, hours compensated through third (3rd) parties, hours paid in lieu of notice of termination, or hours while not classified as a benefit-eligible nurse. A paid hour includes hours taken as PTO and EIT.

14.D Pay.

PTO pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift differential at the time of use. PTO pay is paid on regular paydays after the PTO is used.

14.E Scheduling.

In scheduling PTO, the Hospital will provide a form for each eligible nurse to submit written requests for specific PTO. The Hospital will make good faith efforts to accommodate as many requests for time off at any one time as possible, consistent with its operational needs, as determined by the Hospital in its sole discretion. If nurses within a unit and shift request more dates for PTO than the Hospital determines to be consistent with its operating needs, then preference in scheduling PTO will be as follows:

- a. For pre-scheduled PTO for each twelve (12)-month period beginning on June 1 and continuing through May 31 of the following year, requests submitted between November 1 and January 1 shall be granted in order of seniority for nurses within the unit and shift. The Hospital will grant or deny such requests by January 15. Nurses will not be granted more than three (3) weeks off during the period of June 1 through August 31, except that if there are no conflicting requests the Hospital will grant additional time off consistent with its determination of operating needs.

- b. PTO requests submitted after January 1 will be granted in order of the Hospital's receipt of the written requests for nurses within the unit and shift. Nurses may submit PTO requests electronically to assure timely submission. The Hospital will grant or deny such requests within two (2) weeks following their receipt.
- c. Notwithstanding the order of granting requests set forth above, the Hospital will attempt to rotate holiday work. PTO will be granted only if a sufficient amount of PTO will have accrued for use on the requested dates. Moreover, PTO requests shall not be converted to requests for unpaid time off absent Hospital approval, provided that previously approved time off will not be rescinded if the nurse's shortage of PTO is directly due to PTO taken for mandatory MDO's.

14.F Use.

14.F.1 Accrued PTO may be used in or after the pay period following the pay period when accrued.

14.F.2 PTO will be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off:

- a. When a nurse is on a mandatory day off, by making the appropriate entry on the nurse's timecard;
- b. For leaves of absence under applicable family and medical leave laws if the nurse's accrued PTO account is then at forty (40) hours or less.

14.F.3 PTO may be used in addition to receiving workers' compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers' compensation benefits that does not exceed two-thirds (2/3) of the nurse's straight-time pay for the missed hours. Effective January 5, 2020, nurses can choose to have available PTO hours used to supplement workers' compensation benefits up to 100 percent of pay while out on an approved leave.

14.F.4 Effective January 5, 2020, available PTO hours can also be used to supplement short-term disability and paid parental leave benefits up to 100 percent (100%) of pay for the life of the claim or until PTO is exhausted.

14.F.5 PTO may not be used when the nurse is eligible for Hospital compensation in connection with paid bereavement leave, jury duty, witness service, or EIT.

14.G Holidays.

On the observed holidays of New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the following will apply:

14.G.1 When a nurse is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the nurse, with the manager's approval, works (or if the nurse requests but is not assigned to work) a substitute day in the same workweek, the nurse is not required to use PTO for the holiday. A nurse will not be required to use PTO if the nurse works in a unit that is closed for the holiday.

14.G.2 If a nurse works on an observed holiday, the nurse will be paid one and one-half (1 ½) times the nurse's straight-time rate and will retain accrued PTO hours for use at another time.

14.G.3 If an observed holiday occurs on a Saturday or Sunday, nurses in units that are regularly scheduled only Monday through Friday will observe the holiday on the Friday or Monday that is closest to the holiday and designated by the Hospital.

14.G.4 Night shift nurses will receive holiday pay only for the hours worked on the actual holiday.

14.H Change in Status.

A nurse's unused PTO account will be paid to the nurse in the following circumstances:

14.H.1 Upon termination of employment, if the nurse has been employed for at least six (6) months and, in cases of resignation, if the nurse has also provided two (2) weeks' notice of intended resignation.

14.H.2 Upon changing from benefit-eligible to non-eligible status, provided the nurse has been employed for at least six (6) months at the time of the change.

14.I Short-Term Disability/Paid Parental Leave.

Beginning the first full pay period in 2024, the Hospital will provide an enhanced short-term disability benefit, in which benefit-eligible nurses will be eligible for up to eight weeks of leave with 100% pay following the 7-day waiting period (when PTO can be used) and then 66.6% thereafter for a combined total of 26-weeks, including base pay plus all applicable shift differentials and certification pay, at the time of use. The Short-Term Disability/Paid Parental leave benefits provided by the Hospital are a company provided paid benefits.

Oregon Paid Leave: The Hospital, in alignment with the Oregon Paid Leave program, will continue the appropriate employee deductions and employer contributions into the program. The State benefits are managed by the State of Oregon. Nurses can apply directly with the State and any eligible payments will be paid directly from the State.

~~Providence will provide a Short Term Disability and Paid Parental Leave benefit effective the first full pay period following January 1, 2020. For benefits-eligible nurses, short term disability and/or paid parental leave benefits will be paid at sixty-five percent (65%) of the employee's base rate of pay plus shift differential, plus certification premium, plus clinical ladder pay, if applicable. In no case will Providence deduct any amount from nurses pay to provide Short Term Disability/Paid Parental Leave benefit and will reimburse employees for any deduction that is made without a nurses' explicit authorization relating to an equivalent short term disability plan.~~

ARTICLE 15 — EXTENDED ILLNESS TIME

~~15.A Extended Illness Time.~~

~~The Extended Illness Time ("EIT") program accrual ceased January 5, 2020, and then current nurses' balances were frozen. Between ratification and December 31, 2022, EIT may be used for an approved OFLA/FMLA to care for a family member after the twenty-~~

~~four (24) hour elimination period unless a paid family leave plan is otherwise provided by statute.~~

~~15.B Accrual.~~

~~Through January 4, 2020, benefit-eligible nurses will accrue zero point zero two seven zero (0.0270) EIT hours per paid hour, not to exceed eighty (80) paid hours per two (2)-week pay period (approximately seven (7) days of EIT per year with fifty-six (56) hours' pay for a full-time nurse). A paid hour under this section is defined the same as a paid hour under the PTO program. Accrual will cease when a nurse has one thousand forty (1,040) hours of unused EIT accrual. Effective with the pay period that begins Sunday, January 5, 2020, no further EIB accruals will occur. All existing EIT accruals for then-current nurses shall be frozen as of that date and shall be placed in an Extended Illness Bank for each respective nurse. Nurses hired on or after January 5, 2020 will not accrue or participate in EIT.~~

~~15.C Pay.~~

~~EIT pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift differential at the time of use. EIT pay is paid on regular paydays after the EIT is used.~~

~~15.A Use (Through January 4, 2020).~~

~~Effective through January 4, 2020, EIT continues to be available as follows:~~

~~15.D.1 Accrued EIT may first be used in or after the pay period following three (3) months of employment and then in or after the pay period following the pay period when accrued.~~

~~15.D.2 EIT will be used for any absence from work due to the following:~~

- ~~a. The nurse's admission to a Hospital, including a day surgery unit, as an inpatient or outpatient, for one (1) or more days and any necessary absence immediately following Hospitalization.~~

- ~~b. When a nurse receives outpatient procedures under moderate sedation, spinal block, or general anesthesia in a free-standing surgical center or in a surgical suite at a physician's office.~~
- ~~c. The nurse's disabling illness after a waiting period of missed work due to such condition that is equal to the shorter of three (3) consecutive scheduled work shifts or twenty-four (24) consecutive scheduled hours.~~
- ~~d. Partial day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period of missed work due to such condition that is equal to the shorter of the equivalent of three (3) regularly scheduled work shifts or twenty-four (24) scheduled hours.~~
- ~~e. After qualification for use under subparagraph 15.D.1.2 c. or d. above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.~~
- ~~f. Approved parental leave under applicable law.~~

~~15.D.3 EIT may be used when the nurse is receiving workers' compensation pay after the normal workers' compensation waiting period and is otherwise eligible for EIT use, but such EIT use will be limited to bringing the nurse's total compensation from workers' compensation and EIT to two-thirds (2/3) of the nurse's straight-time pay for the missed hours.~~

~~15.A Use (January 5, 2020-December 31, 2021).~~

~~Effective January 5, 2020 and for a period of two (2) years (through December 31, 2021), accrued EIT may be used for the following purposes:~~

- ~~15.E.1 Top-up short term disability pay up to one hundred percent (100%).~~

~~15.E.2 Top-up paid parental leave pay up to one hundred percent (100%).~~

~~15.E.3 Top-up Workers' Compensation pay up to one hundred percent (100%).~~

~~15.E.1 Use to care for a family member when out on an approved FMLA, after a waiting period of missed work that is equal to three (3) days up to a maximum of twenty-four (24) hours.~~

~~15.E.2 For absences shorter than seven (7) day, EIT can be used as described in 15.D.1. above.~~

~~15.E.1 For absences longer than seven (7) days, EIT can be used for scheduled shifts missed during the seven (7) calendar day waiting period for short-term disability benefits (regardless of whether STD is approved or denied).~~

~~15.A Use (January 1, 2022 – December 31, 2022).~~

~~Between January 1, 2022 and December 31, 2022, accrued EIT may be used for an approved OFLA/FMLA to care for a family member after the twenty-four (24) hour elimination period unless a paid family leave plan is otherwise provided by statute.~~

~~15.B Change in Status.~~

~~Through January 4, 2020, upon changing from benefit-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, the nurse's accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to benefit-eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse's active and inactive accounts will be terminated and will not be subject to cash-out, but such an account will be reinstated if the nurse is rehired within six (6) months of the termination of employment.~~

ARTICLE 16 — FLOATING

16.A Requested to Float.

When a nurse is requested to float to a unit other than the unit or units where the nurse regularly works, the nurse will not be given a primary patient assignment unless the nurse is qualified for such assignment and volunteers to float. A nurse may always be required to float to assist other nurses provided they perform duties that are congruent with the nurse's skills and competencies.

16.B Floated to Another Unit.

If a nurse is floated to another unit but required to remain immediately available to return to the nurse's primary unit, the nurse will not be given a primary patient assignment in the unit to which he or she has floated.

16.C Qualified.

If a nurse believes that he or she is not qualified for a specific assignment with a primary patient load, the nurse should indicate in writing the reasons why and give them at the time of the request to the appropriate manager or designee for the record. If a nurse provides the written statement described in this paragraph, the nurse will not be required to float to a specific assignment with a primary patient load at that time.

ARTICLE 17 — STAFF REDUCTION

17.A Definitions.

Staff reductions may occur by mandatory days off (MDOs) or by layoff.

17.A.1 An MDO is defined as a staff reduction for all or part of a shift on a unit because of Hospital projections of the staff needed for that unit and shift.

17.A.2 A layoff is defined as a staff reduction because of a position elimination or long-term reduction in hours, unit closure or merger, or Hospital projections that the staff reduction in a unit and shift will continue for more than two (2) weeks.

17.A.3 A unit for purposes of a staff reduction is defined as Medical/Surgical, Emergency Department ("ED"), Critical Care ("ICU"), Ambulatory Surgery Unit ("ASU"), Post-Anesthesia Care Unit ("PACU"), Surgery ("OR"), North Unit, South Unit, and such other units as may be added by Hospital or result from a merger of units.

17.B MDO Procedure.

17.B.1 Nurses scheduled to work in the unit and shift where the MDO will occur will have their shift or the remaining portion of their shift canceled in the following sequence:

- a. Agency registered nurses (non-guaranteed hours).
- b. Traveler nurses (non-guaranteed hours).
- c. ~~Providence Share Care registered nurses.~~
- d. Any nurses whose work would be payable at overtime or incentive shift premium rates.
- e. Volunteers, with the earliest request for time off given preference.
- f. Agency registered nurses (guaranteed hours).
- g. Traveler nurses (guaranteed hours).
- h. Providence Share Care registered nurses.
- i. Managers and supervisors taking a patient care assignment will hand over their patient care assignment before additional nurses are given MDO; however, managers and supervisors who have specific skills and abilities necessary to patient care may continue to perform those patient care duties.
- j. Per Diem nurses.

- k. ~~Float Pool nurses in accordance with the Float Pool LOA.~~
- l. Remaining nurses in accordance with the unit's rotation system, ~~provided there is compliance with the MDO limits in this Article.~~ ~~provided, however, that a Float Nurse who has already been assigned one hundred and forty-four (144) hours in a calendar year will be removed from the MDO rotation on the Float Nurse's unit for the remainder of the calendar year.~~ If two nurses are equal in the unit's normal rotation, the MDO will be assigned to the less senior nurse.

17.B.2A regular nurse will not be required to take involuntary MDO more than ~~once~~ ~~the equivalent number of hours in one of that nurse's regularly scheduled shifts~~ per pay period ~~or a total of one hundred and thirty two (132) hours in a calendar year~~ unless all other similarly skilled nurses working the same shift and department have also taken ~~the equivalent of one shift of involuntary~~ MDO at least once during that same pay period/~~calendar year~~. Each unit will develop a system to best effectuate this provision.

17.B.3When a nurse is given an MDO, the Hospital may also assign the nurse to standby during the canceled shift hours. Whether or not the nurse is placed on standby, the nurse shall receive call back pay in accordance with Article 9, Section B if they are called in to work.

17.B.4 If two (2) or more nurses volunteer for an MDO at the same time, the MDO shall be rotated based on who last received an MDO. If the nurses both received an MDO on the same prior day, the MDO will be given to the more senior nurse.

1. The Hospital will attempt to notify nurses by telephone that they will be given an MDO at least two (2) hours before the nurse's shift begins. If the Hospital fails to make this attempt, the nurse will not be given an MDO prior to the start of his/her shift. A nurse who reports to work will be guaranteed a minimum of four (4) hours of work or, if work is not available, a minimum of four (4) hours of pay. If work is available but a nurse does not wish to remain, the Hospital and the nurse may agree that the nurse will not remain and work, in which case the nurse will not receive the four (4)-hour pay guarantee.

Each nurse must maintain a current phone number with the staffing office. Failure to maintain a current phone number will relieve the Hospital of this notice requirement.

2. If additional hours of work become available on the unit and shift after an MDO is assigned, nurses from the unit and shift on MDO with standby will be called in first, unless already working on another unit. The Hospital will then attempt to call in nurses from the unit and shift on MDO who are not on standby, but such nurses are not required to come to work.
3. If MDO time is needed on a unit and no nurse is able to be MDO'd pursuant to paragraph B.1 above, a Float Nurse will be assigned tasks or projects by the Hospital.

17.C Reduction in Force.

17.C.1 A reduction in force is defined as the involuntary elimination of a regular nurse's position or an involuntary reduction of a regular nurse's scheduled hours or shifts.

- 17.C.2 For purposes of this Article, “qualified” means that the nurse is able to be precepted on site at the Hospital up to six (6) weeks of assuming the new role or position.
- 17.C.3 If the Hospital determines that a reduction in force as defined in Section A of this article is necessary, a minimum of forty-five (45) days’ notice will be given to the Union detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Hospital will provide the Union with a list of open RN positions at the Hospital and, at the request of the Union, at any other Providence facilities within Oregon. An “open position” is any position for which the facility is still accepting applications.
- 17.C.4 Upon notice to the Union, representatives of the Hospital and the Union will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary layoffs (including requests for voluntary layoff), reduction of the scheduling of intermittently employed nurses, conversion from regular nurse status to an intermittently employed nurse and FTE reductions (full-time nurses going to part-time status). The Hospital will consider the options suggested by the Union, but will not be required to implement the suggested options.
- 17.C.1 If after meeting with the Union, the Hospital determines that a reduction in force is still needed the nurse or nurses on the unit or units to be impacted will be given a minimum of 30 days’ notice. If there are any posted RN positions within the Hospital at the time of a reduction in force, the Hospital will wait to fill such positions with an external applicant until it has become clear which nurses will be impacted by the reduction in force (either laid off or displaced into another position), and those nurses have had an opportunity to apply for those positions. The Hospital may immediately post and fill nursing positions if either (1) it is apparent that the nurses likely to be impacted by the reduction in force are not qualified for the open position or (2) the

Hospital has an urgent need to fill the position for patient care reasons. The Hospital will inform other employers within Providence-Oregon of the existence of the reduction in force, and request that they consider hiring the impacted nurses, if any, for any open positions.

17.C.5 Upon notification to the impacted nurse or nurses on the unit or units the Hospital will displace the nurses in the following manner. Where more than one nurse is to be impacted in a unit or units, the impacted nurses will progress through each step of the process as a group so that the nurse or nurses with the most seniority will have the first choice of displacement options and progress in a manner so that the nurse or nurses with the least seniority will have the least options.

- a. The nurse or the nurses with the least seniority as defined in Article 20 among the nurses in the shift or shifts of the patient care unit or units where such action occurs, will be displaced from his/her position provided that the nurse or nurses who remain are qualified to perform the work. The displaced nurse or nurses whose position is taken away will become the displaced nurse or nurses for the purposes of the following subsections and will then have the following options:
- b. Any initially displaced nurse may choose to fill a vacant position in the bargaining unit if he or she is qualified for that position.
- c. Any initially displaced nurse may, within seven (7) calendar days of his or her notification of the layoff, choose to accept layoff with severance pay in lieu of further layoff rights or options. Such severance pay will be based on the severance policy applicable to non-represented employees then in effect, except that the nurse will receive severance payments equal to seventy-five percent (75%) of the severance wages available to non-represented employees with the same number of years of service as the nurse. In order to receive severance payments, the nurse will be required to sign the Hospital's standard severance agreement that includes a release of all claims (including the right to file any grievance

relating to the nurse's selection for layoff). Any nurse who chooses severance (including a nurse who chooses severance and then refuses to sign the severance agreement) forfeits any further rights under this Article.

Severance is not available to nurses who become displaced due to the application of the 1.) "bumping rights" described below.

- d. If he or she does not accept severance, the displaced nurse or nurses will take the position of the least senior regular nurse in their same patient care unit or units, regardless of shift, provided he or she is qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or
- e. The displaced nurse or nurses will take the position of the least senior regular nurse or nurses in the bargaining unit, provided he or she is qualified to perform the work of the position. For this subsection only a nurse is qualified to perform the work of a position if he or she has held a regular position performing the duties of that position at the Hospital within the two (2) years immediately prior to the date

The Hospital provided notice to the Union of the need for a reduction in force. (The nurse or nurses whose position is thus taken will become the displaced nurse for purposes of the following subsection); or

- f. The displaced nurse will be laid off.

17.C.1 In the event the Hospital undergoes a layoff, and a position exists in a unit affected by the layoff that requires special skills and/or competencies which cannot be performed by other more senior nurses in that unit, the Hospital will notify the Union of the need to potentially go out of seniority order.

The parties agree to promptly meet and discuss the unit, scope of layoff, the job skills required, and how to address the situation in order to protect seniority rights and care for patients. In analyzing the special skills and/or competencies, the ability to provide training to more senior nurses will be considered. Special skills and competencies will not include a specific academic degree, non-mandatory national certifications, disciplinary actions or work plans.

17.C.2 Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off is/are qualified to perform the work of the recall position. A displaced nurse under any of the preceding sections or subsections of this article, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and/or cluster, in order of their seniority. Such recall rights continue for up to twelve (12) months from date of displacement. It is the responsibility of the displaced nurse to provide the Hospital with any changes in address, telephone number or other contact information. If the displaced nurse fails to provide the Hospital with such changes and The Hospital is unable to contact him or her with available contact information, he or she forfeits any recall rights.

17.C.3 A nurse who immediately upon or within twelve (12) months of being displaced accepts a position in the bargaining unit will receive the:

- a. Certification pay for which they qualified in the last pay period prior to displacement until the certification expires, at which time the certification pay will be updated to the appropriate amounts in the new unit; and
- b. clinical ladder pay for which they qualified in the last pay period prior to displacement for a period of up to six (6) months while the nurse updates their application for the clinical ladder.

17.D Workforce Reorganization.

17.D.1 A workforce reorganization shall include staffing changes resulting from a merger or on consolidation of two or more units, increases or decreases in FTE status among bargaining unit members, and changes of positions within a seniority pool.

17.D.2 Prior to implementing a workforce reorganization, the Hospital will provide the Union a detailed tentative reorganization plan at least forty-five (45) days in advance of the scheduled implementation date. The Hospital shall, upon demand by the Union, bargain the impact of the workforce reorganization.

17.D.3 In the event a unit reorganization involves reductions in FTEs, the reduction in force procedures outlined in this Article 17 shall be followed.

ARTICLE 18 — SEVERANCE

The Hospital will give regular nurses two (2) weeks' notice of the termination of their employment. If less than two (2) weeks' notice is given, then the number of working days within such period for which notice has not been given shall be paid the nurse at his or her regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics or discharged for cause.

ARTICLE 19 — UNIFORMS

The Hospital will maintain its current practice with regard to uniforms. Nurses who are required to change at the Hospital into Hospital-required clothing will be permitted seven (7) minutes included in the beginning and end of each scheduled shift to change into and out of such clothing. Such nurses will clock in to change clothes, and then report to work on their units. A nurse who clocks in on time, changes clothes and reports to work on his or her unit within the seven (7)-minute grace period will not be considered tardy. At the end of the shift, the nurse will be expected to change clothes and then clock out within the seven (7) minutes of being released from duty.

ARTICLE 20 — SENIORITY

20.A Definition and Computation of Seniority.

Seniority means the length of continuous employment by the Hospital since the nurse's most recent date of hire as a bargaining unit nurse. Length of continuous employment will be computed on the basis of hours paid at the straight-time rate or higher plus hours not worked as a result of mandatory days off, subject to the following:

20.A.1 Within thirty (30) days following ratification of this Agreement, the Hospital will furnish to the Union a seniority list of nurses in the bargaining unit as of the most recently completed pay period.

20.A.2 For a nurse's full length of continuous employment preceding the close of the pay period referenced in Paragraph 1 above, the nurse's seniority hours will be deemed equal to forty (40) hours per week.

20.A.3 Thereafter, within thirty (30) days of the close of the first pay period ending in the months of January and July, the Hospital will furnish to the Union a seniority list of nurses in the bargaining unit covering seniority hours through such pay period.

20.A.4 The seniority of the nurses on the initial list referenced in Paragraph 1 and on each semi-annual list thereafter will be fixed upon issuance of the list until the next semi-annual seniority list is issued.

20.A.5 Between seniority lists, nurses entering the bargaining unit will be deemed to have less seniority than all nurses with accrued seniority. The length of continuous service of nurses without accrued seniority will be based on their most recent date of starting work (not seniority

hours) until they are placed on a seniority list, at which time their length of continuous service will be computed as set forth above.

20.B Service Outside Bargaining Unit.

A nurse who moves or has previously moved from a position in the bargaining unit into other Hospital employment, without a break in Hospital employment, will not continue to accrue additional seniority while in such position. Upon returning to a position as a bargaining unit nurse, however, the nurse will have his or her accrued seniority restored.

20.C Tiebreaker.

When two (2) employees have the same seniority, the employee with the greater number of hours worked during the preceding thirteen (13) full pay periods will be deemed to be more senior.

20.D Loss of Seniority.

20.D.1 Seniority will be lost upon termination of employment or layoff in excess of twelve (12) months.

20.D.2 An employee who is rehired by the Hospital within twelve (12) months of voluntary resignation from the Hospital will not accrue seniority while not employed, but will have his or her previous seniority restored upon rehire (which means that the nurse will have his or her seniority date adjusted by the length of time away from the Hospital).

20.E Exercise of Seniority.

An employee may use seniority under this Agreement only when employed in a bargaining unit position or when applying for a vacant bargaining unit position.

ARTICLE 21 — INTRODUCTORY PERIOD AND DISCIPLINE

21.A Introductory Period.

A nurse will be in an introductory period for the first one hundred and eighty (180) calendar days of employment by the Hospital. Neither discipline nor termination of

employment of an introductory-period nurse will be subject to the grievance procedure under this Agreement. The Hospital will make every reasonable effort to coach nurses on any performance deficiencies prior to termination.

21.B Discipline.

Nurses who have completed the introductory period may be disciplined for proper cause. Discipline may include verbal warning, written warning, suspension with or without pay, or termination of employment. These forms of discipline will generally be used progressively, but the Hospital may bypass one or more of these forms of discipline for causes that it deems more serious.

21.C Disciplinary Sessions.

The Hospital will conduct disciplinary sessions in an area away from employees, patients, and the public. The Hospital will offer the nurse an appropriate and confidential time to be delivered discipline and will attempt to hold disciplinary meetings at the beginning or end of the nurse's shift. Upon request from the nurse, the Hospital will provide the nurse an appropriate amount of time following a disciplinary meeting before returning to patient care duties. If the nurse is unable to return to patient care duties within fifteen (15) minutes, the Hospital may send the nurse home.

21.D Individual Work Plans.

Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work plans will outline job requirements, performance expectations, and objectives. The Hospital will seek input from the nurse in the development of a plan, but the parties acknowledge that the Hospital has the right to determine when to implement a plan and to decide on the terms set forth in the development of the work plan. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

ARTICLE 22 — JOB VACANCIES

22.A Posting.

Vacancies for positions in the bargaining unit will be posted electronically for a period of no less than seven (7) days. Such posting will include the job title, department, shift, and a summary description of the position. The complete job description will be available for review by nurses in the Human Resources Department. The Hospital will present any changes that are made to RN job descriptions to the Task Force Committee.

22.B Filling of Vacancy.

The qualified senior nurse within a defined nursing unit who applies for the vacancy in the first seven (7) days of posting will be offered the position, provided that such nurse has the required skill and ability to perform the position at the time such position is assumed. If no nurse within the relevant defined nursing unit is qualified for or bids on the position, the Hospital will offer the position to the most senior qualified nurse within the Hospital who applies for the position in the first seven (7) days of posting.

22.C Temporary Arrangements.

If the Hospital anticipates that the posted vacancy will remain unfilled for more than seven (7) days or if it cannot fill the vacancy temporarily with bargaining unit nurses, it may hire or arrange for the position to be filled temporarily from any source.

22.D Transfers.

A nurse who transfers to a new position will receive an orientation to such position.

22.E Training Positions.

When no external or internal qualified candidate for a posted position is found within six (6) months after the date of the posting, the Hospital will, if reasonably feasible, post a training position listing the necessary education and/or experience. For purposes of this section, the determination of reasonable feasibility will include an assessment as to whether there are sufficient resources to provide such training. The Hospital will offer the training position to the senior nurse who applies for the training position, provided

that he or she has the necessary prerequisite education and/or experience. This provision does not limit the ability of the Hospital to post training positions at any time.

ARTICLE 23 — PERSONNEL FILES

23.A Contents.

The personnel file for a nurse will include evaluations, written disciplinary notices, personnel action forms, commendations and awards, and certification or licensure.

23.B Review.

A nurse may review his or her personnel records, as defined by ORS 652.750. The nurse will be allowed to bring a Union representative for such review. In addition, upon request, the nurse will be provided a copy of his or her personnel records in accordance with such statutory provision.

23.C Maintenance.

Personnel files will be maintained in a confidential manner with access limited to authorized employees of the Human Resources Department and supervisors, managers, directors, and executives.

23.D Disciplinary Record.

After four (4) years, if no further disciplinary action is applied, the employee may submit a written request seeking that written disciplinary notices be removed from their file. Any removal of material from the personnel file shall be at the sole discretion of the CNO and HR Director.

ARTICLE 24 — EVALUATIONS

24.A Purpose of Evaluations.

The Hospital maintains the right to evaluate the job performance of bargaining unit nurses. The parties acknowledge that the evaluation process is not intended to be disciplinary in nature, but that the evaluations are a tool to communicate regarding a nurse's performance and may be used to show such communication has occurred.

24.B Evaluation Process.

24.B.1 The Hospital will conduct performance reviews for each nurse on an annual basis.

24.B.2 The manager may request input regarding a nurse's performance from other employees.

24.B.3 The nurse may provide to his or her manager input from up to two (2) other employees regarding the nurse's performance, provided that such input must be received at least fourteen (14) days prior to the scheduled evaluation date.

24.B.4 Each nurse will be given an opportunity to review his or her performance evaluation. The nurse will be given the opportunity to sign the evaluation to indicate that he or she has received the evaluation. In addition, the nurse will be given a copy of the evaluation.

24.B.5 The nurse may respond, in writing, with relevant comments to the evaluation. Any such comments by the nurse will be placed in the nurse's personnel file.

ARTICLE 25 — ETHICAL PRACTICES

The Hospital, the Union, and nurses acknowledge the standards for professional practice established by state and federal law. It is the goal of the Hospital that no nurse be required to engage in any practice contrary to federal or state law or regulation, which includes any practice that is outside the scope of the nurse's professional practice under Oregon law. Therefore, if a nurse has any concerns regarding this provision, the nurse should discuss the issue with his or her immediate supervisor or manager, prior to taking any other action.

ARTICLE 26 — TASK FORCE

26.A Purpose.

The parties reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and to maintain professional standards, a Task Force shall be established to examine nursing practice and staffing issues, including health and safety, patient load, patient assignment, and equipment (including training on equipment).

26.B Members.

The Union shall appoint three (3) members to the Task Force, at least two (2) of whom shall be employed by the Hospital. The Hospital shall also appoint three (3) members to the Task Force, and two (2) of them shall be the Chief Nurse Executive and the Director of Human Resources or his/her designee, or such other persons as may be designated by the Administrator in their place(s).

The Union may invite another member of the bargaining unit to attend a portion of a Task Force meeting if that nurse is knowledgeable on a topic to be discussed. Not more than one such ad hoc member will attend a meeting at a time, and the Hospital will be informed in advance as to who will attend.

26.C Meetings.

The Task Force shall set a schedule of regular meetings. It will meet once per month, or as otherwise agreed to between the Hospital and the Union, to accomplish its assignment. It will schedule meetings so as not to conflict with routine duty requirements. Nurse members and one (1) designated nurse alternate shall be paid up to three (3) hours per month for attendance at Task Force meetings.

26.D Unresolved Issues.

When members of the Task Force reach agreement on a particular subject, the terms of the agreement thereafter will be implemented by the Hospital. If the subject of discussion is a grievance or a matter subject to the grievance procedure, and the members of the Task Force do not reach agreement on that subject, the subject may then proceed through the grievance procedure. The fact that the Task Force did not

agree on a matter will not be grievable. The Union may invite the Hospital Administrator to attend a meeting to discuss the unresolved issue subject to the following terms:

26.A.1 The issue has been fully discussed with the Task Force members before inviting the Administrator;

26.A.2 The Hospital Administrator is informed of the issue, in writing, in advance of the meeting; and

26.A.3 Such attendance by the Hospital Administrator will occur not more than two (2) times per calendar year.

26.B Co-Chairs and Meeting Minutes.

The Task Force will designate co-chairs to prepare an agenda prior to each meeting. Minutes for each meeting will be prepared and furnished to members of the Task Force prior to the next meeting. Each co-chair will alternate months to chair the meeting. The minutes and information furnished by the Hospital to the Union and its 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 Hospital and the Union.

ARTICLE 27 — EQUIPMENT

27.A Training.

The Hospital will make good-faith reasonable efforts to provide training regarding new equipment to be used by a nurse in his or her professional practice. Such training will be competency-based, when necessary for the new equipment. If a nurse does not believe that he or she has received training on a piece of equipment, the nurse should immediately inform his or her manager or Assistant Nurse Manager, who will assist or obtain assistance for the nurse in learning the technique for utilizing such equipment. If the nurse informs his or her manager or assistant Nurse Manager that the nurse has not received training on a new piece of equipment, the nurse will not be required to use such piece of equipment until after the nurse has been provided assistance in learning the technique for utilizing such equipment. A nurse will be paid for time spent in such training.

27.B Changes in Medical Equipment.

The Hospital will make good-faith reasonable efforts to solicit input from nurses when the Hospital is considering a major change in medical equipment used by nurses in their professional practice. If medical equipment is used by a particular specialty, the Hospital will make good-faith reasonable efforts to solicit such input from nurses within such specialty. The Task Force will develop a process for the input to be obtained from nurses and for that input to be shared with the Task Force.

27.C Nurses' Requests and Appeals Process.

Nurses who have requests, suggestions or concerns regarding medical or safety equipment used by nurses in the scope of their professional practice should forward concerns, in writing to the nurse's manager, who will provide a written response with reasoning/rationale to the nurse within thirty (30) days. Within thirty (30) days of receiving the manager's written rationale, the nurse may appeal the decision to the CNO, who will respond within thirty (30) days. The nurse may also raise the issue with the Nursing Task Force for discussion.

ARTICLE 28 — HEALTH AND SAFETY

28.A Campus Safety Committee.

28.A.1 At least two (2) bargaining unit nurses, selected by the bargaining unit president from among volunteers, will be included in the Hospital's Campus Safety Committee. The purpose of the Safety Committee will include those duties outlined in ORS Chapter 656.

28.A.2 The bargaining unit nurses will be paid for time spent in the Campus Safety Committee meetings and for up to one hour to perform Committee-related duties. The Hospital and the nurses will work together to enable the nurses to attend the Campus Safety Committee meetings as much as reasonably feasible.

28.A.3 The Campus Safety Committee will be provided the summary and statistics regarding safety issues that are provided in the Quarterly Employee Health Report.

28.B General Obligations.

28.B.1 The Hospital will comply with its obligations under Oregon and federal laws and regulations regarding health and safety, which includes the right of a nurse to report a concern regarding employee or patient safety, without fear of reprisal. These laws shall be enforced in accordance with applicable federal and Oregon law.

28.B.2 Nothing in this Article is intended to mean that the Union has assumed the Hospital's obligations under applicable workplace safety laws.

28.C Personal Safety

1. The Hospital is committed to providing regular and ongoing education and training for registered nurses to promote their personal safety in the workplace setting.
2. The Hospital shall maintain a process for emergency lock downs and train nurses, in person, on that process annually.
3. Threats to patient or staff member safety will be communicated to leadership and impacted staff in real time or as promptly as possible. Registered nurses shall escalate safety concerns immediately.
 - a. The Hospital will create an escalation pathway for instances of violence and/or threats of violence. This pathway will be in writing, available in each unit, and reviewed annually in Nurse Task Force.

C. Safe Environment.

1. The Hospital is committed to a safe work environment. As a result, the Hospital will discuss security concerns including Security Services, metal detectors, wandering, signage and other security measures at Nurse Task Force. The Hospital will provide a quarterly update of security-related resources at Nurse Task Force.
2. Security will be staffed at the hospital 24/7.
3. Signage: Prominent signs shall be posted in the workplace indicating weapons and violence will not be tolerated on campus.

D. Violence Against Nurses

1. The Hospital will encourage nurses who are victims of assault in the workplace to report the event and will recognize the potential

emotional impact. The Hospital will follow its established process regarding workplace violence reports.

2. 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.
3. The Hospital will monitor the incidents of reported behavior/combatative 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 the ONA Task Force as permitted by HIPAA. This data will be used to evaluate training needs.
4. If a nurse who has been assaulted at work is unable to continue working after reporting the incident, the nurse will be released from duty without loss of pay for the remainder of that shift. If additional time away is needed, the nurse should contact the leave administrator and/or Caregiver Health to explore programs, resources and available options.
 1. A nurse who has been assaulted by a patient or patient's visitor will inform the charge nurse, using their chain of command, and may request not to be assigned the patient as a primary nurse. The charge nurse will honor the request until the matter can be reviewed with leadership. The core leader will discuss options with the impacted nurse, evaluate the situation, and make future determination on their assignments. Once validated, requests for reassignment will not be denied.
 2. The Hospital will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise their rights under the law.
 3. The Hospital will provide PMAB training for nurses in units where it is required.

4. Nothing in this Article is intended to mean that the Union has assumed the Hospital's obligations under applicable workplace safety laws.

E. Exposure to Communicable Disease in the Workplace

1. If a Registered 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 Registered nurse shall be provided immunization against, testing for, and/or treatment for such communicable disease without cost to the Registered nurse, in accordance with Hospital policy.

2. Laboratory examinations and prophylactic treatments, when indicated because of exposure to communicable diseases at work, shall be provided by the Hospital without cost to the nurse.

3. The Hospital will provide annual complete blood count and sedimentation rate determination, basic metabolic panel, and urinalysis at no cost to the nurse. A nurse, upon request, will be furnished a copy of all results of the aforementioned tests.

ARTICLE 29 — LEAVES OF ABSENCE

29.A Personal Leave.

29.A.1 Full-time and part-time nurses employed by the Hospital for at least six (6) months of continuous service may be eligible for personal leave under the following procedures:

- a. The nurse must submit to his or her manager a written request for personal leave of absence, at least thirty (30) days prior to the start date, whenever possible.
- b. The manager may approve the request for up to a six (6)-month leave, including requested extensions, if the nurse has a record of satisfactory performance and replacement staff are available.

- c. A personal leave will be unpaid, except that accrued PTO must be used from the beginning of the leave.

29.A.2 Reinstatement: Upon returning to work from a personal leave of up to three (3) months, the nurse will be reinstated in his or her former assignment. Upon returning to work from a personal leave in excess of three (3) months, the nurse will be reinstated in his or her former assignment, if vacant; if the former assignment is not vacant, then the nurse will be given preference for a vacancy for which the nurse applies in his or her former unit.

29.A.3 A nurse will not be reinstated after going on a personal leave if the nurse worked for another health care provider during the leave, unless the nurse has received the Hospital's prior written approval.

29.B Family and Medical Leave.

Nurses covered by this Agreement are eligible for parental, medical, family medical and pregnancy leaves in accordance with the Hospital's leave of absence policy, which is designed to comply with the federal Family and Medical Leave Act and the Oregon Family Leave Act. Family Medical Leave may be taken under the policy:

- 29.B.1 To care for a newborn or newly adopted child, or upon placement of a child for adoption or foster care (also referred to as a parental leave);
- 29.B.2 To recover from or seek treatment for a serious health condition of the employee;
- 29.B.3 To care for a family member with a serious health condition, or care.

29.B.4 To care for a child suffering from an illness or injury that requires home

29.B.5 Eligible employees generally are entitled to a maximum of twelve (12) weeks of Family Medical Leave within a rolling twelve (12)-month period. Employees eligible for federal Family Medical Leave must have been employed by the Hospital for at least twelve (12) months, and worked at least one thousand and two hundred and fifty (1,250) hours (including overtime hours) in the twelve (12) months immediately preceding the leave. Employees eligible for state Family Medical Leave must have been employed by the Hospital for at least one hundred eighty (180) days, and worked an average of twenty-five (25) hours per week during the one hundred eighty (180) days immediately preceding the leave.

29.B.6 Employees are further entitled during such period to a maximum of twelve (12) weeks of leave for a pregnancy related disability. Employees who take the full twelve (12) weeks of parental leave are entitled to an additional twelve (12) weeks of leave to care for a sick child. Leaves of absence under this section will be unpaid only after the nurse has exhausted all of the nurse's accrued but unused PTO and EIT.

Regardless of eligibility for leave under FMLA or OFLA, nurses who have completed the first six (6) months of employment are eligible for up to six months of leave to care for their own serious health condition. Such leave will not be available on an intermittent basis. Time taken under FMLA or OFLA, or under the Personal Leave provisions of this Article 29, will count toward the six (6)-month maximum. Benefits continue as required under FMLA, or as long as the nurse is using PTO or EIT. Nurses are not guaranteed reinstatement while on non-FMLA or OFLA medical leave to the same position except as required by law.

29.C Military Leave.

Military leave will be granted in accordance with applicable federal and Oregon law.

29.D Jury Duty.

29.D.1 A nurse summoned to jury duty will be permitted the necessary time off from scheduled work to perform such service. The nurse must furnish his or her supervisor with a written statement from the court as soon as it is received, as proof of jury duty, to be eligible for jury duty leave.

29.D.2 Nurses who are required to report for jury duty will be excused from scheduled work on such days. The nurse will be paid his or her regular straight-time rate of pay plus differentials for any scheduled hours of work missed while performing jury duty service, for up to four (4) weeks of absence from scheduled work in a calendar year. Any jury duty fees received from the court will be retained by the nurse.

29.D.3 When a nurse actually serves on jury duty for five (5) or more days, the nurse will be released from regularly scheduled weekends and will not be required to make up weekend work missed while on such jury duty. Such nurse will not be paid for hours missed on such weekend nor will he or she be required to take PTO for such weekend.

29.D.4 The nurse is expected to report to work on any scheduled workdays that he or she is not selected for jury service or if the service ends in time to permit at least four (4) hours of work in the balance of the employee's work schedule, unless the nurse and the supervisor agree that the nurse will be excused from scheduled evening, night, or weekend work while the nurse is on jury duty.

29.E Witness Service.

29.E.1 A nurse subpoenaed as a witness in a legal proceeding will be permitted the necessary time off from scheduled work to perform such service. The nurse must furnish his or her supervisor with a copy of the subpoena or a signed statement from the attorney issuing the subpoena, as soon as it is received, to be eligible for witness service leave.

29.E.2 The nurse will be paid his or her regular straight-time rate of pay plus differentials for any scheduled hours of work missed while performing witness service, for up to four (4) weeks of absence from scheduled work in a calendar year, except that the nurse will not receive this pay if he or she is a plaintiff or defendant and the proceeding is not related to the nurse's work, the nurse is a claimant or part of a class of claimants against the Hospital or any Providence Health System entity, or the nurse is testifying for a fee as an expert witness. Any witness fees received in connection with the subpoena will be retained by the employee.

29.E.3 The nurse is expected to report to work on any scheduled workdays that he or she is not scheduled to testify or if the testimony ends in time to permit at least four (4) hours of work in the balance of the employee's work schedule, unless the nurse and the supervisor agree that the nurse will be excused from scheduled evening, night, or weekend work while the nurse is under subpoena.

29.F Bereavement Leave.

29.F.1 A regular nurse will be granted up to three (3) scheduled workdays off as bereavement leave for the death of an immediate family member, provided that the leave is taken within a reasonable time of the family member's death. Requests for bereavement leave must be submitted as early as possible.

29.F.2 The nurse will receive pay for up to three (3) days of the bereavement leave. Paid hours of bereavement leave will be at the nurse's straight-time rate of pay for the scheduled hours of work missed while on bereavement leave.

29.F.3 Immediate family members for this purpose include the nurse's spouse, parent, child, sibling, grandparent, or grandchild; the nurse's spouse's parent, child, or sibling; the nurse's child's spouse; or other person whose association with the nurse was, at the time of death, equivalent to any of the preceding relationships.

ARTICLE 30 — UNION MEMBERSHIP

30.A Opt-Out.

Hospital employees who are employed on the date of ratification of this Agreement and who do not wish to be members of the Union may decline membership in the Union by providing written notice of such intent to the Union by fax or mail, with a postmarked or sent date on or before the date following thirty (30) days of the date of ratification.

Employees who have declined to become a member of the Union or have already sent a notice withdrawing from membership do not need to take any further action. In the event the employee has not provided such notice, the employee shall be required, as a condition of employment, to join the union within sixty (60) days of the ratification of this Agreement or pay a fair share/representation fee and to maintain membership and/or pay the required fees consistent with this article.

30.B Newly Hired Employees.

Employees hired after the ratification date of this Agreement shall have thirty (30) days from their date of hire to notify the Union in writing of their intention not to join the Union. Such notice may be sent by fax or mail during the thirty (30) day period and sent to the Union's offices with a copy sent to the Hospital's Human Resources Department. In the event the newly hired employee fails to exercise his option within thirty (30) days, then that employee shall be required to become and remain a Union member in good standing within sixty (60) days from the date of hire.

30.C Resources Department.

In the event the newly hired employee fails to exercise his option within thirty (30) days, then that employee shall be required to become and remain a Union member in good standing within sixty (60) days from the date of hire.

30.D Religious Objection.

Any employee who is a member and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising the right of religious objection must provide the union with a receipt of payment to an appropriate charity on a monthly basis.

ARTICLE 31 — BULLETIN BOARDS

The Hospital will provide posting space for the Union of approximately two feet by three feet (2' x 3'), which will be the exclusive places for posting of Union-related notices. Such postings will be limited to 1.) notices stating the date, time, and place of Union meetings for bargaining unit members, with a limited description of the topic, and 2.) notices that relate to contract administration. The bulletin board space shall be provided in the staff lounge in all nursing units. A copy of any notice to be posted shall be furnished to the Hospital's Human Resources Department before posting.

ARTICLE 32 — INFORMATION PROVIDED TO THE UNION

The Hospital will provide to the Union on a monthly basis a list of nurses in the bargaining unit, including the following information: nurse's name, address, phone number, email address, RN license number, department, seniority date, FTE status, regular shift, wage rate, date of termination (if applicable), and beginning date of leave (if applicable).

Upon Request the Hospital will discuss with the Union during Task Force any new non-bargaining unit positions for which and RN license is required or preferred.

ARTICLE 33 — STEWARDS AND ORIENTATION

33.A Designated Union Representatives.

The Union will provide the Hospital with a written list of the names of the nurse(s) designated as the Union representative(s) (stewards).

33.B Contract Copies.

The Union will provide copies of this Agreement to members of the bargaining unit.

33.C New Hire Orientation.

The Hospital will provide thirty (30) minutes during new hire nursing orientation for a bargaining unit nurse designated by the Union to discuss contract negotiation and administration matters with newly hired nurses. The Hospital will notify the Union or its designee of the date and time for this purpose. A newly hired nurse will be paid for the thirty (30)-minute period. If the nurse designated by the Union has been released from otherwise scheduled work during this period, the nurse's time for this purpose will be paid.

33.D Contract Training.

Within ninety (90) days of ratification, joint Union and Hospital trainings will be conducted for interested nurses regarding changes to this Agreement and areas where the parties agree there are many questions. The training will be jointly designed and provided by the Union and Hospital Human Resources and will be held a minimum of two (2) times in order to reach interested parties on different units and shifts. All nurses who attend the training will be paid for the time attending such training, and Charge Nurses will be encouraged to attend. Thirty (30) minutes at the end of each training will be set aside for union-only presentation.

ARTICLE 34 — UNION ACCESS

34.A Representative Access.

Duly authorized representatives of the Union shall be permitted at reasonable times to enter the facilities operated by the Hospital for purposes of transacting Union business for this bargaining unit and observing conditions under which nurses are employed. Before entering the premises, any Union representative shall provide to the Director of Human Resources or his or her designee advance written notice during regular business hours (generally 0800 – 1630 Monday through Friday) of any such visit, unless such notice is waived by the Hospital. Such notice will include the date and time of such visit, along with the unit or units to be visited. Transaction of any business shall be conducted in an appropriate location subject to general Hospital rules applicable to non-employees, shall not interfere with the work of any employees or with patient-care needs, and shall be directly related to contract negotiation and administration matters. The Union representative will check in at the Hospital Security Desk and wear a Hospital-issued identification badge.

34.B Union Meeting Space.

The Union may utilize conference rooms or other available room at the Hospital for official Union meetings of Hospital nurses in the bargaining unit, confined to contract negotiations and administration matters, subject to advance scheduling and availability. Any nurse who so desires shall be entitled to attend such meetings during nonworking time.

ARTICLE 35 — UNION REPRESENTATIVES

35.A Good Faith Efforts.

The Hospital will make good faith reasonable efforts to grant a nurse's request for prescheduled leave for the nurse to attend programs of the Union and to attend negotiation sessions scheduled with the Hospital.

35.B Utilization of PTO.

When a request is granted pursuant to Paragraph A above, the nurse will comply with the Hospital's policy regarding utilization of PTO. If the nurse does not want to utilize PTO, the Hospital will make good faith reasonable efforts to arrange the nurse's regular

FTE around the requested time off. If, because of patient care needs, the Hospital cannot arrange the nurse's regular FTE around the requested time off, the nurse may take an unpaid day to attend a negotiation meeting.

ARTICLE 36 — GRIEVANCE PROCEDURE

36.A Grievance Defined.

A grievance is defined as any dispute by a nurse over the Hospital's interpretation and application of the provisions of this Agreement.

36.A.1 During a nurse's introductory period, the nurse may present grievances under this Article to the same extent as a post-introductory period nurse, except that discipline and continued employment of an introductory period nurse will be determined exclusively by the Hospital and will not be subject to this Article.

36.B Pre-Grievance Discussion.

A nurse who believes that the Hospital has violated provisions of this Agreement is expected to discuss the matter with the nurse's immediate supervisor before undertaking the following grievance steps.

36.C Grievance Procedure.

A grievance will be presented exclusively in accordance with the following procedure:

Step 1: If a nurse has a grievance, he or she may submit it in writing to the nurse's Nurse Manager within fifteen (15) calendar days after the date when the nurse had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten (10) calendar days after the date of notice of any discharge or other discipline which is the subject of the grievance). Only a nurse who was actually involved in the occurrence may present a grievance, unless any nurse who is an officer or steward of the bargaining unit presents a group grievance where the occurrence actually involved at least four (4) nurses. The written grievance will describe the alleged violation of this Agreement and the date of the alleged violation, identify the Agreement provision alleged to have been violated, and set

forth the nurse's proposed resolution of the grievance. The Nurse Manager will review the grievance and offer to meet with the grievant(s) within ten (10) calendar days after having received the grievance. The Nurse Manager will transmit a written reply within ten (10) calendar days after such meeting, or within fifteen (15) days of receiving the grievance if no meeting is held.

- 36.C.1 Step 2: If the grievance is not resolved, the nurse may submit the grievance in writing to the Hospital's Nurse Executive within ten (10) calendar days after the date the nurse received the Nurse Manager's Step 1 reply (but not later than twenty (20) calendar days after the nurse submitted the grievance at Step 1, if the nurse has not received the Step 1 reply). The Nurse Executive, or his or her designee, will review the grievance and offer to meet with the grieving nurse and a Union representative within ten (10) calendar days after having received the grievance.

Within ten (10) calendar days after a meeting between such Hospital representative, the grievant, and the grievant's Union representative, the Nurse Executive, or designee, will transmit a written decision to the grievant and the Union.

- 36.C.2 Step 3: If the grievance is not resolved to the nurse's satisfaction at Step 2, the nurse may present the grievance in writing to the Hospital's Administrator within ten (10) calendar days after receipt of the reply in Step 2 or, if that reply has not been received by then, within ten (10) calendar days after the expiration of time provided in Step 2 for the reply.

The Administrator will review the grievance and meet with the grievant, grievant's representative, and the Nurse Executive to discuss the grievance within ten (10) calendar days after having received the grievance. The Hospital Administrator shall transmit a written response to the grievant and the Union within ten (10) calendar days of the meeting.

- 36.C.3 Step 4: If the grievance is not resolved on the basis of the foregoing procedure, the Union may submit the grievance to arbitration by notifying the Hospital's Director of Human Resources in writing within ten (10) days from receipt of the Administrator's response, or if the written response is not received within that time period, within twenty (20) days after proper presentation of the grievance to Step 3. The following procedure will be followed for any grievance proceeding to arbitration:
- a. In the event the parties are unable to agree on the arbitrator within seven (7) days from the date the grievance is tendered at Step 4, the arbitrator shall be chosen from a list of seven (7) names from Metropolitan Portland furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by the flip of a coin, and the last name remaining shall be the arbitrator for the grievance.
 - b. The arbitrator will render a decision within thirty (30) days from the close of the hearing.
 - c. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.

- d. Expenses and compensation of the arbitrator will be divided equally between the Hospital and the Union.

36.D Timeliness.

A grievance will be deemed untimely if the time limits set forth above for submission of a grievance to a step are not met, unless the parties agree in writing to extend such time limits.

ARTICLE 37 — NO STRIKE/NO LOCKOUT

In view of the importance of the operation of the Hospital's facilities to the community, the Hospital and the Union agree that during the term of this Agreement, (1) the Hospital will not engage in any lockout, and (2) neither the Union nor nurses will engage in any strike, sympathy strike, walkout, slowdown, other actual or attempted interruptions of work, picketing of the Hospital, or interference with the orderly operation of the Hospital by either the nurses or the Union. This provision does not prohibit a nurse from engaging in other, lawful expressions of speech on the nurse's own time, provided that such activity does not interfere with any employee's assigned work or otherwise violate the provisions herein.

ARTICLE 38 — SEPARABILITY

38.A State and Federal Law Compliant.

The parties believe that this Agreement complies with applicable state and federal laws.

38.B Subject to Local, State and Federal Laws.

This Agreement will be subject to all applicable local, state, and federal laws, present and future, including their pertinent rules and regulations. Should any provision or provisions of this Agreement be mutually determined by the parties or by a court of competent jurisdiction to be unlawful, such determination will not invalidate the remainder of this Agreement.

38.C Full-Force and Effect.

All other provisions of this Agreement will remain in full force and effect for the life of this Agreement.

38.D Mutually Satisfactory Provision(s) Replacement.

In the event of such a determination, the parties will attempt to reach a mutually satisfactory replacement for the provision(s) determined to be unlawful.

ARTICLE 39 — SUCCESSORS

39.A Merger, Consolidation, Sale of Assets, Lease, Franchise, etc.

In the event that the Hospital shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization that in whole or in part affects the existing collective bargaining unit in connection with the operation of a successor acute care facility on the Hospital's premises, then such successor organization shall be bound by each and every provision of this Agreement with respect to the bargaining unit.

39.B Successor Organization.

After the Hospital notifies the successor organization in writing of the above provision before entering into such agreement, the Hospital shall have no further obligations hereunder from date of takeover.

39.C Notification.

The Hospital will also notify the Union of such action outlined in Paragraph A, as soon as practical, provided, however, that such notification or lack of notification will not affect the provisions of Paragraph B.

ARTICLE 40 — PROFESSIONAL NURSING CARE COMMITTEE

40.A Members.

The Union shall appoint up to six (6) members of the bargaining unit to constitute the Professional Nursing Care Committee. There may be one (1) member from each of the following units: Surgical Services, Emergency Department, Critical Care, Senior Psychiatric, and Medical/Surgical.

40.B Meeting Time.

The Committee shall meet not more than once per month at times that do not conflict with routine duty assignments. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse's regular straight-time rate for the purpose of attending Committee meetings. During the final month of the PNCC disbursement calendar (generally, April or May of each year), each Committee member will be entitled to an additional four (4) paid hours at the nurse's regular straight-time rate.

40.C Matters for Consideration.

The Committee shall consider matters related to nursing practice, nursing processes, the implementation of Article 13 (including distribution of educational funds), and other matters which are not proper subjects to be processed through the grievance procedure.

40.D Agenda and Minutes.

The Committee shall prepare an agenda and keep minutes of all of its meetings, copies of which shall be provided to the Chief Nurse Executive within seven (7) days of the meeting.

40.E Chief Nurse Executive.

The Committee may from time to time invite the Chief Nurse Executive or her/his designee to its meeting at mutually agreeable times for the purpose of exchanging information or to provide the Chief Nurse Executive with recommendations on pertinent subjects. The Chief Nurse Executive shall respond in writing to any written recommendations provided by the PNCC within thirty (30) days. Management may elect to send the Chief Nurse Executive or his/her designee to the PNCC meeting to aid in the consideration of matters related to nursing practice and nursing processes.

ARTICLE 41 — STAFFING

41.A Staffing Concerns.

Nurses are encouraged to raise staffing concerns. For specific staffing concerns, the Hospital will make available a form that is mutually agreeable to the Hospital and the Union. Nurses will leave completed forms in a designated place. The Hospital will not discourage the reporting, documentation and submission of such forms. The Hospital will make the staffing committee minutes available on the PMH nursing website.

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

1. The parties acknowledge that Oregon's Hospital Staffing Law (ORS Chapter 441) applies to the Hospital. The Hospital will comply with the requirements of the Hospital Staffing Law including, where applicable, nurse-to-patient ratio requirements of ORS Chapter 441 and establishment of a Nurse Staffing Committee.
2. Changes to a unit's statutory ratio may be made with the majority vote of the Nurse Staffing Committee in compliance with Oregon's Hospital Staffing Law.
3. Unit-level nurse staffing plans will be developed at the unit level, through nurse and unit-level management partnership, then presented to the Nurse Staffing Committee for review and appropriate action in accordance with the Oregon Medical Center Staffing Law. Nurses with concerns regarding staffing plans are encouraged to raise those concerns using their chain of command without fear of retaliation, and to work with the Nurse Staffing Committee representative from their unit to identify solutions when necessary, such as through a Unit-Based Council/Committee. Each unit-level nurse staffing plan in the Hospital shall consider the factors required by the Oregon Hospital Staffing Law, and will consider nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations, where they exist.
4. Charge Nurses will not be assigned patients, triage, or as break coverage unless it is permitted by Oregon's Hospital Staffing Law (ORS Chapter 441)
5. The Medical Center recognizes that patient acuity and patient care intensity can impact balanced unit patient assignments. Accordingly, the Medical Center will support Unit-Based Councils/Committees developing,

in partnership with Nursing Leadership, a patient acuity and intensity tool to be used to create balanced patient assignments.

C. Nurse Staffing Plan Deviation

1.If a Nurse recognizes a potential staffing deviation, they will immediately escalate to their charge nurse, house supervisor, or designee to start the resolution process. If unresolved, the Registered Nurse may utilize complaint procedures under the Oregon Nurses Staffing Law.

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

D. Nurse Staffing Committee - The Hospital will maintain the structure, duties, and role of the Nurse Staffing Committee consistent with the Oregon Hospital Staffing Law. The parties recognize the patient care benefits of direct caregiver input and shared decision-making regarding criteria that impact the quality of care, which may include unit staffing, competency, or acuity standards. To that end, the parties agree that direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the Association's bargaining unit.

1.The composition and organization of the Nurse Staffing Committee shall be done in accordance with Oregon Hospital Staffing Law.

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

3.The Hospital will release direct care members of the Nurse Staffing Effectiveness Committee from scheduled shifts to attend committee meetings.

E. Facilitating Appropriate Staffing - The Hospital and the Association are committed to appropriate nurse staffing on each unit to meet patient care requirements and promote a healthy work environment. To that end, the Hospital and the Association agree to the below practices:

1.Upon notice of upcoming nurse vacancies, the Hospital shall post the vacant position within two (2) weeks of receiving the notification, unless determining factors require additional consideration and time to determine need for posting. Such factors may include: schedule balancing; skill mix; reconfiguration of vacant FTE(s) to full-time, part-time or per diem status; changes in patient volume and acuity, or if the notice of vacancy is rescinded.

2.Upon notice of a leave of absence, the Hospital will demonstrate its commitment to adequate staffing by posting any resulting shift vacancies necessary to maintain core staffing prior to each scheduling posting or during the current schedule period.

3. Upon request by the unit-based staffing committee, the Hospital will share information about unit registered nurse FTEs and vacancies.

F. Rest and Meal Periods - The Hospital commits to providing meal/rest breaks in alignment with HB 2697. It is the Nurse's responsibility to take them when offered. The Hospital is responsible for providing rest and meal periods to Registered Nurses (including lactation accommodations) consistent with applicable state law; it is the Nurse's responsibility to take them when offered.

1. Fifteen (15) minute paid rest periods and thirty (30) minute unpaid meal periods shall be taken during the shift timeframes in accordance with BOLI requirements or as developed and agreed upon through nurse and management partnership at the unit level. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift. Upon mutual agreement of the nurse and the nurse's supervisor/designee, such rest periods may be combined with meal periods and shall, to the greatest extent possible, be near the middle of such work duration.

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

3. Unit-Based Councils will, in partnership with Nursing Leadership, define the role and responsibilities of nurses who are assigned to cover meals and/or breaks. Those roles and responsibilities will be included in the unit's Operating Guidelines and Patient Care Considerations.

4. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes. The nurse must proactively inform his or her supervisor or charge nurse if the nurse anticipates he or she will be or actually is unable to take such 30-minute uninterrupted meal period. The charge nurse or supervisor will work with the nurse to explore solutions in order for the nurse to receive their meal period.

5. Registered Nurses are encouraged to take rest and meal periods in designated non-working areas in order to be fully relieved of their duties and rejuvenate.

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

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

8. Each missed rest period shall be compensated to the nurse at as a single payment equivalent to an additional hour (1) of pay at their base rate.

9. Each missed meal period shall be compensated to the nurse at as a single payment equivalent to an additional hour (1) of pay at their base rate per occurrence.

10. This is the sole remedy for missed rest and meal breaks.

11. Any compensation under this section will be paid at the next regular payday.

12. In the event nurses on a particular unit or units have concerns about the implementation of this subsection, the concern may be raised with the Task Force, in addition to the remedies provided by the grievance procedure.

G. It is the responsibility of the RN to take uninterrupted meals and breaks, including leaving the phone and/or pager with a qualified caregiver, for the duration of the break. The charge nurse in collaboration with the bedside RN will assess patient acuity at least once a shift. The charge nurse may use the unit operating guidelines/grids to assess/request staffing. Patient assignments, based on unit Operating Guidelines and Patient Care Considerations, will be maintained even during meals and breaks unless it is determined that patient acuity has changed. If it is determined that an adjustment is needed, an alternative plan will be agreed upon by a majority of: the bedside RN, and charge RN, unit manager or ANM, and the House Supervisor. If an alternative plan cannot be agreed upon, the bedside RN should follow the chain of command.

~~41.B Hospital Staffing Plan.~~

~~The Hospital Staffing Plan as referenced in the Oregon Nurse Staffing Law will be the accumulated unit staffing plans of all nursing units. Unit staffing plans will be developed by unit-based staffing committees in a manner consistent with the philosophy of the staffing law as a shared responsibility of registered nurses and nursing leaders. Nurses with concerns regarding staffing are encouraged to raise those concerns using their chain of command without fear of retaliation, and to work with their staffing effectiveness committee to identify solutions.~~

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

~~41.C Unit Level Staffing Plan Reviews.~~

~~If there is an inability to gain agreement on a plan, the unit's Staffing Effectiveness Committee representative (or, if none, the UBC co-chair) may escalate the matter to the Staffing Effectiveness Committee to request time on the agenda at the next Staffing Effectiveness Committee for the unit to present concerns and request guidance from the Staffing Effectiveness Committee. As required by the Oregon Nurse Staffing Law, if the Staffing Effectiveness Committee is unable to reach an agreement on the staffing plan, the parties will follow the Nurse Staffing Plan mediation process.~~

~~41.D Nurse Staffing Plan Requirements.~~

~~As required by the Oregon Nurse Staffing Law, each unit's staffing plan will be based on the specialized qualifications and competencies of the nursing staff and provide for the skill mix and level of competency necessary to ensure the Hospital is staffed to meet patient care requirements. The Staffing Effectiveness Committee will review unit staffing plans to ensure they are consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations. The staffing plan must establish minimum numbers of nursing staff (registered nurses and certified nursing assistants) required on specified shifts, recognizing differences in patient acuity and nursing care intensity.~~

~~In addition, the unit staffing plans must include a mechanism for meal breaks and rest breaks on each shift, which shall be implemented consistent with professional nursing judgment and patient care needs. Disputes regarding this section shall be referred to the Staffing Effectiveness Committee.~~

~~The Hospital will undertake best efforts to staff to the unit staffing standards within their approved staffing plans, and to administer meals and breaks consistent with the unit's nurse staffing plan.~~

~~41.E Meetings of the Staffing Effectiveness Committee.~~

~~The members of the Staffing Effectiveness Committee will be paid for the time spent during meetings. Alternates will be paid for attendance at meetings if a nurse representative is unable to attend or where the alternate's attendance was requested.~~

~~The Hospital will release members (or alternates when necessary) of the Staffing Effectiveness Committee from scheduled shifts to attend committee meetings.~~

~~Partnership between Hospital and ONA. As a routine part of monthly Task Force meetings between ONA and the Hospital, the parties agree to review relevant data and dialogue on issues related to workforce planning. Routine data to be reviewed at Task Force meetings includes, but is not limited to: current vacant positions, turnover of RN staff since previous meeting, RN new hire data since previous meeting, and the number of float hours for each unit.~~

~~41.F Staffing Effectiveness.~~

~~The Hospital and ONA are committed to adequate nurse staffing on each unit in order to meet patient care requirements and promote a healthy work environment. To that end, the Hospital and ONA will follow the below practices:~~

~~41.G Registered Nurse Staffing Updates.~~

~~Upon request by the unit-based staffing committee, the Hospital will share information about unit registered nurse FTEs and vacancies.~~

~~41.H Staffing Concerns.~~

~~Registered nurses who have immediate and ongoing concerns that staffing is not being sufficiently addressed may communicate to the parties below, to work toward resolution:~~

- ~~● Unit charge nurse~~
- ~~● House Supervisor~~
- ~~● Core leader~~
- ~~● Staffing Effectiveness Committee via their unit representative or co chair(s) of the Staffing Effectiveness Committee~~
- ~~● ONA Task Force via the Staffing Effectiveness Committee co-chairs~~

~~41.I Patient Capacity Concerns.~~

~~The Hospital, in collaboration with the charge nurses, will consider factors such as patient acuity, skill mix, admissions, discharges, transfers, and staffing plan guidelines. If a registered nurse has concerns about staffing, they will escalate said concerns to the charge nurse, unit leadership, Hospital supervisors and/or others to problem-solve~~

~~staffing and capacity constraints in order to meet patient care and community needs. The charge nurse will play an instrumental role in problem-solving capacity concerns, and their input will be sought in the decision-making process.~~

ARTICLE 42 — DURATION AND TERMINATION

This Agreement will be effective as of the date of the ratification by the nurses, except as specifically provided otherwise, and will remain in full force and effect until ~~May 31, 2024~~ **December 31, 2026** and from year to year thereafter unless either party serves written notice on the other to modify, amend, or terminate this Agreement, at least ninety (90) days before ~~May 31, 2024~~ **December 31, 2026**, or any subsequent anniversary thereof.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first hereinabove mentioned.

APPENDIX A — CERTIFICATIONS

Universal

RN GERO -BC	Gerontological Nurse	American Nurses Credential Center
RN PMH -BC	Psychiatric – Mental Health Nursing	American Nurses Credentialing Center
CHPN	Certified Hospice Palliative Care Nurse	The Hospice and Palliative Credentialing Center
RN-BC	Pain Management Nurse	American Nurses Credentialing Center

Medical/Surgical

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
RN-BG MEDSUR G-BC	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
CMSRN	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
CWS	Certified Wound Specialist	American Academy of Wound Management
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
ONC	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board
PCCN	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation

Emergency

CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
SANE-P	Sexual Assault Nurse Examiner-Pediatric	Forensic Nursing Certification Board
SANE-A	Sexual Assault Nurse Examiner-Adult	Forensic Nursing Certification Board
CPEN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)

Senior Psychiatric Unit

RN PMH-BC	Psychiatric – Mental Health Nursing	American Nurses Credentialing Center
RN-BC MEDSUR G-BC	Medical-Surgical Registered Nurse	American Nurses Credentialing Center
CMSRN	Certified Medical Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
CRRN	Certified Rehabilitation Registered Nurse	Association of Rehabilitation Nurses
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
CWS	Certified Wound Specialist	American Academy of Wound Management

Critical Care

CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
PCCN	Progressive Care Certified Nurse	American Association of Critical Care Nurses Certification Corporation
CWOCN	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board

Surgical Services (Ambulatory Surgery Unit, Endoscopy, Post-Anesthesia Care Unit, Surgery)

CAPA	Certified Ambulatory Peri- Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CPAN	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CNOR	Certified Nurse Operating Room	Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing)
CGRN	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
CRNI	Certified Registered Nurse Infusion	Infusion Nurses Certification Corporation
CCRN	Critical Care Registered Nurse	American Association of Critical Care Nurses Certification Corporation
ONC	Orthopedic Nurse Certified	Orthopedic Nurse Certification Board

Resource:

Any certification included in any section of the above table with the following exception:

CNOR - Certified Nurse Operating Room

APPENDIX B — SURGICAL SERVICES STANDBY AND CALL-BACK

The following standby and on-call policies shall apply to all regular nurses in surgical services, and those Per Diem nurses in surgical services who volunteer for standby assignments:

The program is intended to incentivize nurses to volunteer for additional on call hours to fill vacant and/or vacated call shifts. Vacated call shifts are defined as a previously assigned call shift that is vacated or an open call shift that remains unfilled subsequent to posting of the current schedule.

Effective first payroll period following ratification, nurses who agree to pick up a vacated or vacant call shift, will receive an additional \$8.00 per hour for each hour of standby on that shift is worked.

In the event the shift remains unfilled, the vacancy will be mandated to the next part-time or full-time nurse who has not previously filled an unexpected vacancy. Shifts are tracked on the Emergency Call Vacancy list which is maintained in the unit.

B.1 Assignment of Standby Shifts.

Regular and introductory nurses will be assigned a maximum of one (1) standby shift per week and one (1) weekend standby shift per month. Nurses will not be floated to another department during such standby or call-back shifts. Nurses may volunteer for additional standby shifts.

B.2 Standby Hours.

Scheduled standby shifts may be designated on each unit based on Hospital need.

Nurses will continue to flex their hours as requested by the Hospital to meet operational and patient care needs. The Hospital may, on occasion, request that the nurse start their standby hours earlier to meet patient care and operational needs.

In the instance operational needs dictate the scheduling of a second call team, those nurses would be provided standby consistent with Article 9(B)(2).

Minimum arrival times are as follows:

B.1.1 Operating Room: Thirty (30) minutes.

B.1.2 PACU: Forty-five (45) minutes.

B.1.3 Medical Procedures Unit: Thirty (30) minutes

A nurse may not be scheduled on standby for more than forty-eight (48) consecutive hours without the nurse's preapproval.

1. Standby Shifts. The following provisions will apply to all standby shifts:
 - Nurses will be paid at the standby rate set forth in Article 9.A for all hours on standby. The extra incentive rate will apply to call back on vacant and/or vacated call shifts.
 - **Holiday Standby: Standby assignments shall be paid double the hourly rate for all hours after being called back from standby.**
 - Nurses who are on standby or who agree to report to work outside their regular schedule and with less than 4 (four) hours of notice, despite not being on standby, will be paid subject to the minimum hour call-back provisions in Article 9.B. This provision does not apply to changes to regularly scheduled work shifts.
 - When nurses working can reasonably predict that their workload could cause them to work more than twelve (12) hours and they are unwilling or unable to do so, the nurses will alert the appropriate supervisor who will attempt to find volunteers to provide respite after twelve (12) hours.
 - If a nurse is called in and works on shift and is unable to receive an eight (8) hour break before his or her normally scheduled shift, the nurse may elect to be placed on MDO from the beginning of the nurse's regular shift until he or she receives up to an eight (8) hour break, provided, however, that the maximum number of MDO hours in combination with the hours worked that day shall not exceed the length of the nurse's prescheduled shift. The nurse will then report for work after he or she receives an eight (8) hour break and work for the duration of the nurse's regular shift (and longer if agreeable

to the nurse and the Hospital). If there are not four (4) hours left in the nurse's regular shift at the time the nurse reports to work, the nurse will be given the opportunity to work a minimum of four (4) hours.

2. Contingency Plan for filling a Vacant and/or Vacated Call Shift:

- Each unit will follow departmental processes for filling call shifts;
- Management will request volunteers within the unit to fill the call shift

APPENDIX C — CLINICAL LADDER

The Clinical Ladder Program developed by the Nursing Task Force will be subject to termination or other modification only in accordance with Article 42, Duration and Termination, of this Agreement except that if the Clinical Ladder Board determines revisions to the Clinical Ladder Program are appropriate, the Board may request that the Hospital and the Union meet to review the proposed changes, and such changes may be made upon mutual agreement of the Hospital and Union.

A nurse approved for, and participating in, the Clinical Ladder Program will receive an increase in his/her base hourly rate of pay under this Agreement at the applicable amount below for the nurse's Clinical Ladder level:

Clinical Ladder Level: Additional Amount to Be Added to Base Rate of Pay.

Clinical Ladder Level	Additional Amount to Be Added to Base Rate of Pay	Upon Pathways to Excellence Designation, or by Jan 1, 2026
Level 1	\$1.60 \$1.75	\$2.00
Level 2	\$2.75 \$3.00	\$3.50
Level 3	\$4.25 \$4.50	\$5.00

If a nurse moves to a different department for any reason, the nurse will continue to receive the same clinical ladder pay differential until the expiration of the clinical ladder level.

~~APPENDIX D – HEALTH, DENTAL, AND VISION INSURANCE (UPDATED)~~

~~The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Medical Center's employees, provided, however, that the Medical Center agrees that the plan will have the following provisions, subject to the terms and conditions of the plans:~~

~~D.1 — Benefits Eligibility.~~

~~Any nurse who is in an assigned FTE of 0.5 FTE to 0.74 FTE will be considered part-time for the purposes of benefits. Any nurse who is in an assigned FTE of 0.75 or greater will be considered full-time for the purpose of benefits.~~

~~PMH will commit that for 2023, it will maintain the following plan features as they were in 2022: 1) amount of net deductible (defined as each nurse's deductible based on coverage choice minus any HRA contributions from the Hospital); 2) the percentage of employee premium contribution; and 3) the out-of-pocket maximum. In 2023, medical plan premiums shall not increase by more than seven percent (7%) on a blended average basis, meaning for some categories the increases may be greater than seven percent (7%) and others less than seven percent (7%). In 2024, medical plan premiums shall not increase by more than eight percent (8%) on a blended average basis, meaning for some categories the increases may be greater than eight percent (8%) and others less than eight percent (8%).~~

~~The EPO Plan shall include a maximum of six thousand dollars (\$6,000) in annual out-of-pocket costs for nurses enrolled in the family plan level, effective January 1, 2024.~~

D.2 — Medical Benefit Design In-Network.

NOTE — all charts will be accurately updated to reflect current plan year.

	In-Network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
	Annual Deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
	Annual Out-Of-Pocket Maximum (with Deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
	Preventive Care	No charge	No charge
	Primary Care Provider Visits (Non-Preventive)	PCP: \$20 copay	PCP: 10% after deductible
	Specialist Visits (Non-Preventive)	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
	Lab and X-Ray	20% after deductible	20% after deductible
	Alternative Care (Chiropractic, Acupuncture)	20% after deductible Combined 12 visit limit per calendar year; all therapies combined	20% after deductible Combined 12 visit limit per calendar year; all therapies combined
	Naturopathy	Covered as Specialist	Covered as Specialist
	Outpatient Behavioral Health Care Providers	No charge	No charge after deductible
	Outpatient Hospital/Surgery Facility Fees (Except Hospice, Rehab)	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible

	In-Network Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
	Inpatient Hospital Facility Fees, Including Behavioral Health	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible
	Hospital Physician Fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
	Emergency Room	\$250 copay (waived if admitted)	20% after deductible
	Urgent Care Professional Fees	Tier I: 10% after deductible Tier II: 20% after deductible	Tier I: 10% after deductible Tier II: 20% after deductible
	Maternity Pre-Natal as Preventive Care	No Charge	No Charge
	Delivery and Post Natal Provider Care	No Charge	Tier I: 10% after deductible Tier II: 20% after deductible
	Maternity Hospital Stay And Routine Nursery	Tier I: 10% after deductible Tier II: 25% after deductible	Tier I: 10% after deductible Tier II: 25% after deductible

Plan Provision	EPO Medical Plan — Portland metro area only
Annual Deductible	\$300 per person \$900 max per family
Annual Out-Of-Pocket Maximum	\$2,500 per person \$7,500 max per family
Preventive Care	No charge

Plan Provision	EPO Medical Plan — Portland metro area only
Primary Care Office Visit	\$20 copay
Specialist Office Visit	\$40 copay [†]
X-Ray and Laboratory	20% after deductible
In-Patient Hospital Facility Fees	20% after deductible
Hospital Physician Fees	20% after deductible
Outpatient Hospital/Surgery Facility Fees	20% after deductible
Emergency Room (In-Network And Out-Of-Network)	\$250 copay, waived if admitted
Outpatient Behavioral Health	0%
Express Care Virtual	\$0
Express Care Clinics	\$10 copay
Urgent Care	\$60 copay

D.4 — Medical Premiums.

The following are the premium contribution for the nurses for each pay period for a total of twenty-four (24) pay periods for the year.

	Health Reimbursement (HRA)		Health Savings (HSA)		Oregon EPO	
Plan Year 2023 Medical	EE Cost	ER Cost	EE Cost	ER Cost	EE Cost	ER Cost
Full-time (FTE: 0.75-1.0)						
EE Only	\$15.14	\$324.97	\$0.00	\$315.65	\$42.05	\$289.61
EE + Child(ren)	\$29.77	\$514.38	\$14.40	\$490.66	\$72.37	\$458.26
EE + Spouse	\$40.43	\$639.74	\$24.09	\$607.25	\$93.55	\$569.73
EE + Family	\$55.66	\$828.56	\$38.58	\$782.13	\$124.66	\$737.63
Part-time (FTE: 0.5-0.74)						
EE Only	\$31.52	\$308.59	\$15.00	\$300.65	\$57.60	\$274.06
EE + Child(ren)	\$56.26	\$487.89	\$38.58	\$466.48	\$97.71	\$432.92
EE + Spouse	\$72.78	\$607.39	\$54.42	\$576.92	\$124.38	\$538.90
EE + Family	\$97.43	\$786.79	\$77.91	\$742.80	\$164.58	\$697.71

D.5 — Prescription Drug Design In-Network.

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings Medical (HSA) Plan
Tier I Network Retail Pharmacies (30-Day Supply)	Preventive: No charge Generic: \$10 copay Formulary brand: 20% of cost after deductible (maximum \$150 per Rx). Non-Formulary brand: 40% of cost after deductible (maximum \$150 per Rx)	Preventive: No charge Generic: 10% after deductible Formulary brand: 20% of cost after deductible (maximum \$150 per Rx) Non-formulary brand: 40% of cost after deductible (maximum \$150 per Rx) after deductible
Tier II Network Retail Pharmacies: (30-Day Supply)	Preventive: No charge Generic: \$10 copay Formulary brand: 30% of cost after deductible (maximum \$150 per Rx).	Preventive: No charge Generic: 10% after deductible Formulary brand: 30% of cost after deductible (maximum \$150 per Rx)

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings Medical (HSA) Plan
	Non-Formulary brand: 50% of cost after deductible (maximum \$150 per Rx)	Non-Formulary brand: 50% of cost (maximum \$150 per Rx)
Mail Order (90-Day Supply)	3x retail copay	3x retail copay
Specialty (30-Day Supply) from Plan Designated Pharmacy Network Providers	20% after deductible (maximum \$150 per Rx)	20% after deductible (maximum \$150 per Rx)

Plan Provision	EPO Medical Plan — Portland Portland-metro area only
Covered pharmacies	Tier I and Tier II network retail pharmacies covered at same level
Annual medical/Rx deductible	Deductible does not apply to prescription drugs
Preventive drugs	No charge
Generic drugs, 30-day supply	\$10 copay
Formulary brand name drugs, 30-day supply	20% coinsurance <i>maximum of \$75 per prescription</i>
Non-formulary brand name drugs, 30-day supply	40% coinsurance <i>maximum of \$125 per prescription</i>
Specialty drugs, 30-day supply, only at plan-designated specialty pharmacy	20% coinsurance <i>maximum of \$200 per prescription</i>
90-day supply/mail order	3 times retail cost

D.6 Medical Savings Account.

Nurses will have a choice of either a Health Reimbursement Account (HRA) or a Health Savings Account (HSA) based on their medical plan election.

Plan Feature	Health Reimbursement (HRA) Medical Plan	Health Savings (HSA) Medical Plan
Earned Health Incentive Contribution Note: Amounts are Prorated for Nurses Hired Mid-Year	\$700 per person \$1,400 max per family	\$700 employee only \$1,400 if covering dependents
Annual In-Network Net Deductible (Deductible Minus Full Health Incentive)	\$450 per person \$900 max per family	\$800 employee only \$1,600 if covering dependents
Annual In-Network Out-Of-Pocket Maximum (with In-Network Deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents
Annual In-Network Net Out-Of-Pocket Maximum (Out-Of-Pocket Maximum Minus Full Health Incentive)	\$2,600 per person \$5,200 max per family	\$2,300 employee only \$4,600 if covering dependents

Any balance left in year in the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) that is unused at the end of the plan year may be rolled over to the HRA or HSA account for the next plan year in accordance with the terms of the accounts. If the nurse has been employed for at least five (5) consecutive years with the Medical Center, he or she may use the money in the HRA deposited prior to 2016 upon termination of employment for purposes permitted by the plan. Nurses on an unpaid leave may also use the balance in the HRA to pay for COBRA premiums.

D.7 Coordination of Benefits.

The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2019.

D.8 — Dental.

Plan Feature	Delta-Dental PPO 1500		Delta-Dental PPO 2000	
	PPO-Dentist	Premier and Non-PPO-Dentist	PPO-Dentist	Premier and Non-PPO-Dentist

Diagnostic and Preventative				
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space Maintainers, Resin Restoration	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.

Restorative				
Fillings, Stainless Steel Crowns, Oral Surgery (teeth removal) Denture Insertion Treatment of pathological conditions and traumatic mouth injuries	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
General Anesthesia Intravenous Sedation	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoectomy	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost

Major				
Crowns, veneers or onlays, crown build-ups, Post and core on endodontically-treated teeth,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost

Major				
Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500 per person	\$1,500 per person	\$2,000 per person	\$2,000 per person
Annual Deductible Per person	\$50	\$50	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150
Orthodontia	Not covered	50% after \$50 lifetime deductible \$2,000 lifetime maximum		

D.9 — Dental Premiums.

The following are the premium contribution for the nurses for each pay period for a total of twenty-four (24) pay periods for the year.

-	PPO-1500		PPO-2000		DHMO	
Plan Year 2023 Dental	EE Cost	ER Cost	EE Cost	ER Cost	EE Cost	ER Cost
Full-time (FTE: 0.75-1.0)					-	
EE Only	\$0.00	\$19.03	\$5.43	\$19.03	\$0.00	\$12.72
EE + Child(ren)	\$6.29	\$33.67	\$17.69	\$33.67	\$4.25	\$22.21
EE + Spouse	\$5.14	\$31.02	\$15.46	\$31.04	\$3.72	\$21.02
EE + Family	\$9.99	\$42.34	\$24.92	\$42.34	\$8.20	\$31.04
Part-time (FTE: 0.5-0.74)					-	
EE Only	\$3.80	\$15.23	\$9.23	\$15.23	\$2.48	\$10.24
EE + Child(ren)	\$12.18	\$27.78	\$23.58	\$27.78	\$8.15	\$18.31
EE + Spouse	\$10.66	\$25.50	\$20.97	\$25.50	\$7.44	\$17.30
EE + Family	\$17.12	\$35.21	\$32.05	\$35.21	\$13.41	\$25.83

*Employee is responsible for the budget/premium cost for the Delta Dental PPO 2000 plan that exceed the subsidy provided for the Delta Dental PPO 1500 plan.

~~D.10 Vision.~~

Plan Feature	Vision Service Plan network providers
Eye Exam (every 12 months)	\$15.00 co-pay
Prescription Lenses (every 12 months)	
Single vision, lined bifocal and lined trifocal lenses	Covered in Full
Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating	Covered in Full
Polycarbonate lenses for dependent children	Covered in Full
Frame (every 24 months)	\$120 (or up to \$65 at Costco) and then 20% off any additional cost above \$120.
Contact Lens (every 12 months)	\$200 in lieu of prescription glasses

The two hundred dollars (\$200) allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation) provided the nurse does not purchase glasses.

~~D.11 Vision Premiums.~~

The following are the premium contribution for the nurses for each pay period for a total of twenty-four (24) pay periods for the year.

Vision		
Plan Year 2023 Vision	EE Cost	ER Cost
Full-time (FTE: 0.75-1.0)		
EE Only	\$2.65	\$2.34
EE + Child(ren)	\$4.78	\$4.22
EE + Spouse	\$5.31	\$4.69
EE + Family	\$7.96	\$7.02
Part-time (FTE: 0.5-0.74)		
EE Only	\$4.25	\$0.74
EE + Child(ren)	\$7.64	\$1.36
EE + Spouse	\$8.49	\$1.51
EE + Family	\$12.74	\$2.24

~~D.12 Working Spouse Surcharge.~~

~~The nurses will participate in the working spouse surcharge on the same basis as the majority of the Medical Center's non-represented employees as follows: If the nurse's spouse has access to a medical plan through his or her employer, but waives that coverage and instead enrolls in a Providence medical plan, a one hundred and fifty dollar (\$150) monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in seventy-five dollar (\$75) increments twice a month. The surcharge will not apply if the nurse's spouse:~~

- ~~1. Does not have coverage through his or her employer, is not employed or is self-employed.~~
- ~~2. Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage).~~
- ~~3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage).~~
- ~~4. Is a Providence benefits-eligible employee.~~
- ~~5. Has employer-provided medical coverage with an annual in-network out-of-pocket maximum greater than six thousand six hundred dollars (\$6,600) for employee-only coverage and thirteen thousand two hundred dollars (\$13,200) if covering dependents. The amount of the maximum may be adjusted annually, not to exceed the annually adjusted out-of-pocket limit under the Affordable Care Act or other measure as determined by the Plan in the event the Affordable Care Act is repealed during the term of the contract.~~

LETTER OF AGREEMENT —

POTENTIAL REGIONAL COMMITTEE/TASK FORCE FOR HEALTH INSURANCE

The parties acknowledge that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Hospital.

The parties also acknowledge there is a shared interest in the assessment of whether anticipated cost increases/decreases are realized, and whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization.

The parties further acknowledge that Providence has the right and discretion to create a regional committee or Task Force to review relevant data and to provide input and recommendations as to whether the current insurance program is achieving the goals of improved wellness of employees and reduction in associated costs.

The parties therefore agree that if Providence creates such a regional committee or Task Force that includes employees at more than one Providence facility in Oregon, representatives from this bargaining unit will be allowed representation on such committee or Task Force to the same degree allowed to other participating bargaining units, and in no case less than one fully participating member. The selected nurse representative(s) shall be paid for time spent attending meetings of the committee or Task Force.

LETTER OF AGREEMENT — ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES

The parties recognize and agree that it is a unique experience to work in Oregon as a nurse in an acute-care facility that adheres to the mission and core values of Providence. In recognition of that unique experience tied to the mission and core values of Providence, the Hospital agrees that nurses who are otherwise in good standing with a separate Providence employer in Oregon and who have been laid off from such employment within the prior six (6) months and who apply for an open position will be hired over other external applicants, provided that the Hospital determines in good faith that such nurse is qualified for the job. In the event that multiple nurses have been laid off and are applying for open positions at the Hospital, the Hospital will choose from among those nurses based on skill level in the relevant area of expertise; if such nurses' skill levels are equal, the Hospital will choose the nurse or nurses who have the greatest number of years within Providence in the relevant area of expertise. If a tie still exists, the Hospital will choose the nurse or nurses who have worked the greatest number of hours in the previous five (5) calendar years in that specialty area.

For purposes of this Letter of Agreement, "good standing" includes: 1) the nurse has not received any corrective action within the previous two years; 2) the nurse has not received an overall score of "needs improvement" or lower at any time in the last two years; and 3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action from the time of the announcement of the layoff until the time of the nurse's application for employment.

*This agreement will only be honored for Providence nurses with a different Providence employer when a similar agreement with regards to hiring exists in the association contract if any of that nurse's former Providence employer.

LETTER OF AGREEMENT — HEALTH CARE UNIT RESTRUCTURING

The parties recognize that the Health Care Industry is now undergoing an unprecedented level of change, due in part to the passage and implementation of the Affordable Care Act. One possible effect of that change is that employers throughout the industry are considering how best to restructure their care delivery models to best provide affordable health care to their patients and communities. This may include the moving or consolidation of health care units from one employer to another, including to the Hospital. In an effort to minimize disruption to the delivery of patient care and to ease the way of groups of new nurses who may be joining the Hospital, the parties agree as follows:

A. Care Unit Restructure.

A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units from another employer (either from another Providence employer or from outside Providence) to the Hospital as defined in this Agreement.

B. In the Event of Restructure.

In the event of a health care unit restructure, the Hospital will, if possible, give the Union thirty (30) days' notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. If the Hospital cannot, in good faith, give thirty (30) days' notice, it will give the Union as much notice as is practicable.

C. Number of Positions.

The Hospital will determine the number of positions that the restructured health care unit or units will have.

D. Seniority Calculation.

In the event of a health care unit restructure, the nurses joining the Hospital from the other employer will have their seniority calculated in accordance with Article 20 - Seniority. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The Union may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy

with regard to health care unit restructuring with regard to giving the Hospital nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

E. New Positions from Restructure.

If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will be worked out by the Union and the Hospital, but will generally adhere to the seniority and job posting provisions of Article 20 – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other the Hospital nurses consistent with Article 20.

F. Reductions or Eliminations Due to Restructure.

If as a result of a health care unit restructure there are any position reductions or eliminations at the Hospital, those will be handled according to Article 17 – Staff Reduction.

G. Contract Compliance.

The newly restructured unit or units at the Hospital will comply with all other provisions of the contract including Article 5 – Hours of Work.

H. Wage Rates.

Nurses' wage rates will be set in accordance with the provisions of Article 7 - Compensation, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than he/she was paid at the nurse's prior employer, the Hospital will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Article 7 of the parties' collective bargaining agreement. If a nurse coming to the Hospital from another employer is then currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on the Hospital's clinical ladder program (if one then exists), based on the Hospital's clinical ladder application schedule.

I. Providence Nurses.

This Agreement will only be binding for Providence nurses with a different Providence employer when a similar agreement with regard to health care unit restructuring exists between the Union and the other Providence employer.

LETTER OF AGREEMENT —

Sexual Assault Nurse Examiner (SANE) Program

Providence Milwaukie Hospital ("the Hospital") and Oregon Nurses Association ("ONA") have met and discussed the Sexual Assault Nurse Examiner (SANE) compensation at the Medical Center.

Except as set forth or modified below, all other provisions of the collective bargaining agreement will apply:

SANE nurses work in this role on a voluntary basis.

SANE nurses are called to work on cases at various Providence medical facilities in the region: Providence Milwaukie Hospital, Providence Newberg Medical Center, Providence Portland Medical Center, Providence St. Vincent Medical Center Providence, and Providence Willamette Falls Medical Center. Other than specific modifications set forth herein, SANE nurses are paid according to their home facility's collective bargaining agreement, regardless of location of work performed.

Compensation:

SANE Exams: SANE nurses that are contacted by the Hospital for a SANE case will be paid at the call-back rate (time and half their hourly rate) plus incentive pay of eighteen dollars (\$18.00) per hour for hours worked, and will be paid twelve (12) hours of on-call/standby pay compensation (or more should the shift worked be excess of twelve (12) hours), in addition to being subject to the three (3)-hour call-back pay provision of Article 9 Section B of the Collective Bargaining Agreement.

Standby/Call: SANE nurses will be paid the on-call/standby rate of pay for call shifts of four dollar and sixty cents (\$4.60)/hr. as defined by the ONA/PMH contract Article 9 Section A.

Travel: SANE nurses will receive mileage at the IRS rate for miles traveled (round trip) to a case at a Providence facility according to this mileage chart:

- Mileage Chart from PMH- Round Trip
- Providence St. Vincent – twenty-four point two (24.2) miles

- Newberg – sixty-three point two (63.2) miles
- Providence Portland – sixteen point four (16.4) miles
- Willamette Falls – seventeen point eight (17.8) miles

Court Prep: Regular rate of RN's primary position not to exceed two (2) hours without manager approval

Court Appearances: Overtime rate of time and half hourly rate

Training: Regular rate of RN's primary position

Certification Pay: SANE certified PMH nurses who participate in the SANE program will be eligible for certification pay per ONA/PMH contract regardless of home department.

Retroactive Pay: Retroactive pay for SANE RNs at the agreed upon SANE exam rate for independent evaluations and preceptored cases (not applicable to other training or class time) on or after November 1, 2018.

Description of Sane Responsibilities:

- Obtain training and education consistent with the Oregon Attorney General Sexual Assault Task Force guidelines, with certification within one year of didactic training.
- Collaborate with a multidisciplinary team to collect medical forensic evidence in accordance with the OR-SATF guidelines for SAFE kit collection and SANE exam policies and procedures.
- Demonstrate compassion and caring to all patients, family members, visitors and community partners.
- Document all findings and interventions performed in a professional and thorough manner, in compliance with all required components of the standard of care for sexual assault patients.
- Provide evidence-based, trauma-informed care and consultation as the on-call specialist for Providence in the area of sexual assault.

Commitment:

- All work including work on an overtime basis is voluntary and has been agreed upon by the RN
- A cumulative minimum of twenty-four (24) hours in call shifts in a scheduling period (shifts lengths as determined by management).
- Response time target is one hour to the unit from dispatch.
Expectation that dispatch site is made aware of estimated arrival time and potential traffic delays.
- Availability for one (1) recognized holiday a year
- Availability for one (1) weekend shift per scheduling period, as needed
- Attend staff meetings and in-services as needed throughout the year
- Maintain current SANE certification
- Attend ongoing education and training opportunities
- Maintain chain of evidence
- Complete SANE fund application with patient and seal medical records

LETTER OF AGREEMENT — CROSS-TRAINING

The parties agree to continue the current voluntary cross-training program, including its criteria and requirements. A work group will be identified within sixty (60) days of ratification to accomplish the following goals:

- Identify cross training opportunities
- Identify cross training goals

The work group will meet up to twelve (12) hours total and members will be paid for all hours spent in these meetings

LETTER OF AGREEMENT – NURSING FLOAT POOL

Providence Milwaukie Hospital ("the Hospital") will implement a nursing float pool during the term of the contract. The Hospital and Oregon Nurses Association ("ONA") agree to the following additional terms of employment for nurses working in the float pool.

1. **Qualifications.** Float Pool nurses will have a minimum of one (1) year experience as a Registered Nurse in an acute care environment.
2. **Scope.** Float Pool nurses will take patient assignments for which they have been trained and hold current competency.
3. **Differential:** A nurse assigned to the float pool will be paid a differential of \$2.00 per hour. After a nurse has had one year of full-time work in the float pool, that nurse will be paid a differential of \$3.00 per hour.
4. **Low Census.** In the event that there is no needed work for the float pool nurse(s): Units for which the float pool nurse(s) are qualified to take a patient assignment will be contacted to determine if there is a volunteer who would like to be sent home for low census or standby, depending on the needs of the hospital. If there is no volunteer RN who would like to be low censused, the float nurse(s) will be evaluated according to the defined unit MDO procedure for each unit for which they are qualified to take a patient assignment. The Float nurse(s) will take mandatory day off time when they are the staff nurse with the lowest amount of mandatory day off time across any unit for which they are qualified. Before management imposes an MDO on a float pool nurse, that nurse will be provided the opportunity to cross-train into another unit. If no cross-training opportunities are available due to lack of available preceptors, then the float pool nurse. Otherwise they will float into the unit which the nurse with the least amount of MDO time has calculated and that nurse will take mandatory day off time as required by the hospital.

MEMORANDUM OF AGREEMENT – BENEFITS NAVIGATOR

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

Providence Oregon and ONA Agreement on Health Care Work Group

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

1. An equal number of Providence and ONA representatives will participate in the forum, consisting of one ONA representative regularly assigned to each bargaining unit and one core leader from each respective ministry. The parties may mutually agree to invite an equal number of AFT and management representatives to participate in a particular session.
2. The parties will meet quarterly for two (2) hours (or more if mutually agreed) at a mutually agreeable location. The parties may exchange information electronically in between sessions. Parties and guests may participate in the forum electronically to accommodate geographic location/travel needs and to facilitate participation.
3. The parties agree to use the forum to share and discuss information and ideas, and to explore potential options for providing health care options, including but not limited to a Taft Hartley health plan, to caregivers and their families.
4. The parties may mutually agree to invite guest speakers including subject matter experts from ONA, Providence or external organizations.
5. The parties agree the forum is exploratory and will not have authority to make benefits election, financial or other operational decisions. An annual report will be presented to the parties.
6. The parties agree the forum will be a safe place for the parties to express themselves and share information. While the parties may have different perspectives on a particular issue, they agree to assume good intentions and interact with each other in a respectful manner. To further that end, the parties agree that they may only share discussions, presentations and materials from the forum internally with their stakeholders, and will not do so publicly.

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

characterize the other's termination of the agreement.

Signed and so agreed this ____ day of _____ 2025.

Providence Oregon

Oregon Nurses Association

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 OREGON NURSES ASSOCIATION and
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL
5017, AMERICAN FEDERATION OF TEACHERS Collective Bargaining Agreement
with PROVIDENCE MILWAUKIE HOSPITAL 2022-2024.

Signature
: _____

Date: _____

Mailing
Address _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____ Shift: _____

