Dear Providence Portland Medical Center Nurses,

We held our 18th bargaining session Thursday, April 18. This was a marathon 17-hour session. Throughout the day we had productive discussions with management and ultimately reached a tentative agreement (TA). Your ONA bargaining team at PPMC recommends a “Yes” vote for ratification. The specifics of the changes are in the table below.

The progress made during this last day resulted in a 10.25 percent wage increase over the 4-year life of the contract (see below table for details). PPMC management clarified that paid time off (PTO) used during the 7-day waiting period for short-term disability (STD) insurance will not exceed the nurses full-time employee (FTE). We also negotiated mandatory day off (MDO) caps, new differential for float pool nurses, increases to per diem differentials, increase to standby differential, and improvements to extended illness time (EIT) use before EIT is replaced with short-term disability (STD).

A special thank you to all the nurses that attended our bargaining session this past Thursday! Nurses packed the room to support us. That’s what solidarity looks like! Your support, enthusiasm and unity helped make this an overall success for our bargaining unit as well as for the nurses and staff throughout the Providence system.

Changes to the Contract:

<table>
<thead>
<tr>
<th>Topic</th>
<th>Agreed-upon changes</th>
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<tbody>
<tr>
<td>Article 2 Definitions</td>
<td>• Definitions for Fellow &amp; Resident – brought into the contract</td>
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<td>• Per Diem scheduling language moved to Article 9 Scheduling</td>
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<td>Article 3 Dues</td>
<td>• Transfers either join ONA or pay a fair-share fee - brought into the contract</td>
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<td>• Nurses who accept a position outside of the Bargaining Unit (BU) but then return to a BU position, will either join ONA or pay a fair-share fee - brought into the contract</td>
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<td>Article 5 PTO Scheduling</td>
<td>New PTO accrual rate and scale - increases on most steps.</td>
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<td>To make whole, at the beginning of years 2020 and 2021, additional PTO hours to be deposited into the banks of nurses at years of service 4, and 9-14 – these are the steps that have a reduced PTO accrual from our current scale 3 vacation scheduling periods instead of current 2</td>
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<tr>
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<td>Clarify - PTO utilization calendar to facilitate vacation scheduling</td>
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<td>Clarify - Notice of resignation is 2 weeks</td>
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| Article 6 Holidays | Surgical Services not required to use PTO when closed on holidays |

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### Article 7 EIT

- Freeze EIT accruals at end of 2019
- Allow EIT usage in 2020 and 2021 as follows:
  - Top up short-term disability pay to 100%
  - Top up paid parental leave pay to 100%
  - Top up workers compensation pay to 100%
  - Use to care for a family member when on approved FMLA/OFLA leave after using only 24 hours of PTO – no longer need to exhaust PTO bank to access EIT
  - Use for illness absences of less than 7 calendar days, after PTO for 3 missed shifts or 24 work hours – current practice.
  - For illness absences longer than 7 days, can use for missed scheduled shifts, regardless of STD approval or denial
  - In 2022, can use EIT for qualified FMLA/OFLA leaves only - after 3 missed shifts or 24 missed hours

### Article 9 Scheduling

Nurses will not be scheduled by the Medical Center to work more than 3 consecutive 12-hour shifts, but nurses may voluntarily self-schedule to work more than 3 consecutive 12-hour shifts.

- Unit based scheduling clarification - a shift on a unit can do unit-based scheduling, does not need to be entire unit – Task Force to take up this matter
- Task Force receives notification rather than gives approval for unit-based scheduling

### Article 10 Floating

Nurses will not be required to float to more than 2 distinct patient assignments per shift

### Article 11 Staffing Committee

SRDF's continue to go to Staffing Committee co-chairs
- Increase member nurses time paid on the committee to 12 hours quarterly
- Increase co-chair paid hours to 16 hours quarterly.
- Change name to Hospital Nurse Staffing Committee
- Remove advance request to attend HNSC
- Removing requirements to be on committee

### Article 12 Employment Status

Discipline may be removed after 4 years if no further discipline occurs, with approval of HR and CNO

### Article 13 Restrooms and Lockers

Each unit will have a mechanism for mail delivery (mailboxes or file cabinets)

### Article 14 LOAs

Removed requirement to exhaust PTO before using EIT for FMLA/OFLA leave

### Article 15 Health Insurance

- Add prophylactic treatments, when indicated for exposure
- New EPO health plan, detailed in Appendix D
- Short-Term Disability insurance plan provided by employer – 65% benefit before taxes. Available to 0.5 FTE and above.
- Waiting period e.g. for a nurse with a 0.9 FTE: 36 hours or 7 days, whichever comes first (hours or days) after the first missed shift
- Ability to use multiple occurrences of STD in a year, (each one starts over with the 25 weeks), if the 25 weeks is extended into LTD, COBRA will be offered/available for health insurance.
- 6 weeks Paid Parental leave for fathers, non-birth mothers, adoption and foster placement. Birth mothers currently receive 8 weeks, now have a total of 14 weeks
Tentative Agreement Reached!  

| Article 17 Association Business | Nurses on ONA business will give notice for schedule changes before schedule cut-off, when possible  
Seniority list will be provided 3x a year |
| Article 20 Professional Development | Removed 2 schedule request period requirement for requesting education time  
New language in Article 24 regarding relief for completing mandatory education |
| Article 22 Seniority | Consistency in leaving/returning to bargaining unit for all nurses (including moving to management) – leave and return within 12 months to preserve seniority – brought into the contract  
Seniority lists 3 x a year  
Clarify Fellow and Resident job postings are addressed in overall seniority definition |
| Article 24 Low Census | Cap on Mandatory Low Census of 24 hours per 4-week scheduling period, annual cap of 168 hours (14 12-hour shifts or 21 8-hour shifts), with agreement to revisit annual cap limit in Task Force  
Prior to Mandatory force off, nurses will be offered alternate assignments within nursing services, if they so choose |
| Article 27 Duration | 4-year contract- December 31, 2022 |
| Appendix A | Wages: 2.75% increase upon ratification with retroactive pay to beginning of 2019, 2.5% increases in each of the three remaining years  
Per Diem differential in lieu of benefits increased to $4.00 if <30 years at PPMC / $6.00 if >=30 years  
Extra Shift differential – clarify that this is still paid in the event the extra shift converts to a standby shift  
Float Pool differential of $1.25/hour - brought into contract |
| Appendix B Standby On Call | Increase stand by on call pay to $4.75 |
| Appendix D Medical | Modest changes to premiums  
Addition of EPO plan |
| Letter of Agreement – RN Care Managers | Care Managers to be brought fully into contract, with wage and seniority parity |
| MOUs for Operating Room, Emergency Department, and Maternity | Changed language regarding PTO scheduling to reflect the move to three scheduling periods per year.  
Added language to ensure that utilization calendars are made available and visible throughout the scheduling process. |

Your ONA Bargaining Team:  
- Sabra Bederka, RN, Critical Care Services  
- Richard Botterill, RN, Emergency Room  
- Rudolph Francis, RN, Critical Care Services 2K  
- Beth Gately, RN  
- Surgical Services/Operating Room  
- Christine Bernier, RN, Emergency Room  
- Kristin Harman, RN, Respiratory Cardiology 2R  
- Kim Martin, RN, 5R Medical Unit  

PPMC Administration Team:  
- Dan Mueller, Labor Attorney  
- Jennifer Gentry, Chief Nurse Executive  
- Jeannie Mikulic, Director of Human Resources  
- Patti Langdon, HR Business Partner  
- Jason Plamondon, Nurse Manager 2R  
- Camilla Collins, Director of Nursing, Critical Care/ED  
- Michelle Campbell, Nurse Manager 5K, IRU, & IVT Team
Weingarten Rights, what are they?

In 1975 the United States Supreme Court in the case of NLRB v. J. Weingarten, Inc. 420 U.S. 251 (1975) upheld a National Labor Relations Board (NLRB) decision that employees have a right to union representation at investigatory interviews.

These rights have become known as the Weingarten Rights. “If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.”

This language is on the back of the green ONA RN badge buddy. It is your prerogative to invoke your rights when meeting with your associate nurse manager, manager or any supervisor. It is also your responsibility, because management is not required to do it for you.

And if a non-disciplinary meeting turns toward disciplinary, you can invoke this right, there is not a restriction on when you must invoke your rights. It is to your benefit to invoke your rights.

What to do next if you find yourself in a disciplinary meeting? Invoke your rights, and then as soon as able, contact a local union officer, steward, or representative and explain your situation and ask for help. The ONA and your local officers are here to help. You can find further information at www.OregonRN.org

Ratification Vote:

On-line vote: May 3 to May 8, 2019

In-person Vote and Celebration of Nurse Week
Friday, May 10, 7 a.m. – 7:30 p.m., Conference Center A

Snacks and ONA swag for all attendees—all staff are welcome!
Come VOTE!