<table>
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<tr>
<th>Position</th>
<th>Step</th>
<th>Current</th>
<th>ONA Proposal Dec 2022 (17% Steps 1-20. Step 25 is $5 over Step 20. Step 30 is $5 over Step 25)</th>
<th>(for reference only) Across the board increase</th>
<th>ONA Proposal June 2023 (15% Steps 1-3, 11.5% Steps 4-20. Step 25 is $5 over Step 20. Step 30 is $5 over Step 25)</th>
<th>(for reference only) Across the board increase</th>
<th>ONA Proposal Dec 2023 (8% Steps 1-20. Step 25 is $5 over Step 20. Step 30 is $5 over Step 25)</th>
<th>(for reference only) Across the board increase</th>
<th>ONA Proposal Dec 2024 (8% Steps 1-20. Step 25 is $5 over Step 20. Step 30 is $5 over Step 25)</th>
<th>(for reference only) Across the board increase</th>
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<tr>
<td>RN 1</td>
<td>1</td>
<td>$40.24</td>
<td>$47.08 17.00%</td>
<td>$54.14 15.00%</td>
<td>$58.47 8.00%</td>
<td>$63.15 8.00%</td>
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<tr>
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<td>2</td>
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<td>$48.27 17.00%</td>
<td>$55.52 15.00%</td>
<td>$59.96 8.00%</td>
<td>$64.75 8.00%</td>
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<td>RN 3</td>
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<td>$49.46 17.00%</td>
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<td>$66.34 8.00%</td>
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<td>4</td>
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<td>$45.25</td>
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<td>$59.03 11.50%</td>
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<td>RN 8</td>
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<td>RN 9</td>
<td>9</td>
<td>$49.41</td>
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<td>$64.46 11.50%</td>
<td>$69.61 8.00%</td>
<td>$75.18 8.00%</td>
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<td>RN 10</td>
<td>10</td>
<td>$49.88</td>
<td>$58.36 17.00%</td>
<td>$65.07 11.50%</td>
<td>$70.28 8.00%</td>
<td>$75.90 8.00%</td>
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<td>RN 11</td>
<td>11</td>
<td>$50.84</td>
<td>$59.48 17.00%</td>
<td>$66.32 11.50%</td>
<td>$71.63 8.00%</td>
<td>$77.36 8.00%</td>
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<td>RN 12</td>
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<td>$51.72</td>
<td>$60.51 17.00%</td>
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<td>$78.70 8.00%</td>
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<td>RN 13</td>
<td>13</td>
<td>$52.25</td>
<td>$61.13 17.00%</td>
<td>$68.16 11.50%</td>
<td>$73.62 8.00%</td>
<td>$79.51 8.00%</td>
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<tr>
<td>RN 14</td>
<td>14</td>
<td>$52.78</td>
<td>$61.75 17.00%</td>
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<tr>
<td>RN 15</td>
<td>15</td>
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<td>$70.20 11.50%</td>
<td>$75.81 8.00%</td>
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<td>RN 16</td>
<td>16</td>
<td>$54.83</td>
<td>$64.15 17.00%</td>
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<td>RN 17</td>
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<td>$72.30 11.50%</td>
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<td>RN 18</td>
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<td>$73.07 11.50%</td>
<td>$78.91 8.00%</td>
<td>$85.23 8.00%</td>
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<td>RN 19</td>
<td>19</td>
<td>$56.56</td>
<td>$66.18 17.00%</td>
<td>$73.79 11.50%</td>
<td>$79.69 8.00%</td>
<td>$86.06 8.00%</td>
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<td>$74.57 11.50%</td>
<td>$80.53 8.00%</td>
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<tr>
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<td>25</td>
<td>$58.58</td>
<td>$71.88 22.70%</td>
<td>$79.57 10.70%</td>
<td>$85.53 7.50%</td>
<td>$91.98 7.53%</td>
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<td>$90.53 7.05%</td>
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<td>ONA Proposals on Differentials &amp; Daily Overtime</td>
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<td><strong>ONA Proposal 10-24-22</strong></td>
<td><strong>Seaside (current)</strong></td>
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<tr>
<td>Eve</td>
<td>$2.85</td>
<td>$2.20</td>
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<td>Incentive</td>
<td>2x base pay</td>
<td>$15.00</td>
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<td>Cert</td>
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<td>$2.25</td>
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<td>Daily Overtime</td>
<td>1.5x base pay</td>
<td>none</td>
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<tr>
<td>Surgical Call Obligation</td>
<td>1 shift per week &amp; 1 weekend standby every five weeks</td>
<td>2 night shifts (which may vary in length per week and every third weekend)</td>
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<tr>
<td>Surgical Incentive Call Standby</td>
<td>$10</td>
<td>$8</td>
<td></td>
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</tr>
<tr>
<td>Surgical Incentive Call-Back</td>
<td>2x base pay + $10</td>
<td>1.5x base pay + $8</td>
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</tr>
<tr>
<td>Surgical Holiday Standby</td>
<td>$12</td>
<td>$8</td>
<td></td>
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</tr>
<tr>
<td>Surgical Holiday Call-Back</td>
<td>2x base pay + $12</td>
<td>1.5x base pay + $8</td>
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</tbody>
</table>

ONA Proposed 12-20-22
STAFFING

A. Concerns

a. Nurses are encouraged to raise any staffing concerns, without fear of retaliation. For specific staffing concerns, the Hospital will encourage the reporting, documentation and submission of the Staffing Request Documentation Form. A copy of such reports received by the Association will be provided to the Hospital Nurse Staffing Committee (“HNSC”), a member of the PNCC designated by the Association and the appropriate unit manager.

B. The Hospital Staffing Plan

1. The Hospital is required to maintain a written hospital-wide staffing plan for nursing services. The plan must be developed, monitored, evaluated and modified by a hospital nurse staffing plan committee (“the Hospital Nurse Staffing Committee”). The parties acknowledge the legal requirements set forth in ORS 441.154 and OAR 333-510-0105 and any subsequent versions.

2. The parties agree to the following specific contractual provisions:

i. The unit staffing plan will be posted within 7 calendar days to the unit webpage and HNSC webpage after approval by the HNSC.

ii. Hospital Nurse Staffing Committee meetings are open to any observer from the direct care nursing staff. An association representative may attend as a courtesy non-voting member of the HNSC to act as a liaison between the HNSC and the Association executive committee.

iii. Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the Association.

iv. Term or time on the Hospital Nurse Staffing Committee will be two years and will include rotational terms and the ability of nurses to serve multiple terms. One direct care registered nurse representative will serve as the committee co-chair, and one direct care registered nurse representative, who would ideally serve on a different term rotation, will serve as the alternate co-chair.

v. New direct care registered nurse representatives will receive no less than two paid hours of education which may take place at the last committee meeting of the year. This is in addition to education provided contractually.

C. Staffing Committee Meetings
a. Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the Association.

b. The Hospital Nurse Staffing Committee will vote on how often it needs to meet to achieve its duties, but the Committee will endeavor to meet every other month.

c. The members of the Hospital Nurse Staffing Committee will be paid for the time spent during meetings, preparation and follow-up time.

d. Minutes of the meetings will be taken and will be available for review by all nurses on the Providence Seaside Nursing website within a minimum of a month following the meeting.

e. The annual schedule for meetings will be set in advance, including a calendar of plan approval dates set in January of each year, and available for review by nurses on the Providence Seaside Nursing website.

f. The names of the members of the Hospital Nurse Staffing Committee and their respective units to be represented will be communicated to the nurses on the Providence Seaside Nursing website.

g. The Hospital Nurse Staffing Committee will develop a plan to educate nurses on its role and responsibilities

h. New direct care registered nurse representatives will receive no less than two paid hours of education time for use on programs related to staffing provided by the Oregon Nurse Staffing Collaborative or the Association. This is in addition to education provided contractually.

D. Staffing Plan Criteria

a. The parties agree that the following staffing levels will be set forth, and a direct care registered nurse will not be assigned to more than the following number of patients in each of the following units:

   i. **Acute Care Medical-Surgical 1:4**
   
   ii. **Blended Acuity (PCU/Medical-Surgical) 1:3**
   
   iii. **Critical Care/ICU 1:1-2, 2:1**
   
   iv. **Emergency 1:1 (Trauma 1:1, Critical Care 1:1)**
   
   v. **OR 1:1**
   
   vi. **PACU 1:1-2**
vii. Labor & Delivery 1:1-2

viii. Postpartum 1:3

ix. Outpatient Infusion 1:4

b. Minimum Staffing is defined as the minimum number of RNs to patients, excluding Charge Nurses, and shall be maintained throughout each shift, including during meal periods and rest breaks.

c. There shall be an appropriate complement of ancillary and support staff, consistent with each unit’s HNSC approved staffing plan.

d. Staffing plans will include provisions requiring additional nurses as needed based on nursing intensity and patient acuity, in addition to the above minimums.

e. The staffing plan must specify how many nursing staff members that must be on the floor at specific census levels on each shift.

f. If a management intends to utilize a model of care for delivery of nursing services other than primary nursing, (e.g. team, individual, or functional), this does not alter minimum numbers.

E. Assurance Rate for Minimum Staffing

a. If the unit staffing falls below the minimums specified in their staffing plan, each nurse working on the shift will be paid an incentive of $12/hr for hours worked during that period.

F. Unit Staffing Plan Review

a. The unit nurses will vote on their staffing plans each year. Approval shall be based on a simple majority of bargaining unit nurses.

b. The manager must provide a copy of the proposed staffing plan to all nurses both through email and a physical copy on the unit prior to the direct care nurse vote.

c. Managers will hold a staff meeting specifically to obtain feedback on the staffing plan at the beginning of this cycle.

d. After each unit approves their plan, the staffing committee shall hold its vote on the hospital-wide staffing plan.

G. Break-Relief Nurse. A Break-Relief Nurse is a Registered Nurse who is assigned the role of relieving employees from their patient assignments for their rest periods and/or meal breaks. The Break-Relief Staff Nurse shall not routinely have a permanent patient assignment, except during “undue hardship.”
H. Beginning within one (1) month of ratification, PSH agrees to post and make reasonable efforts to hire additional FTE positions who shall be assigned primarily to provide meal period and rest breaks for all shifts. These positions shall not be used to meet minimum daily staffing obligations.

I. The adequacy of break relief coverage will be evaluated annually through the HNSC by reviewing missed meals and missed break data for each unit. Recommendations for any changes to break relief coverage will be made jointly through the HNSC to the leadership team before being presented to the CEO for final approval.
ARTICLE 15 - PAID TIME OFF

15.1 The Paid Time Off ("PTO") program is instead of separate programs for vacation, sick leave, personal-business leave, and holidays.

15.2 Accrual:

(a) Regular nurses will accrue PTO as follows:

<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Accrual Rate per Hour</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>.1057</td>
<td>220 hours</td>
<td>330 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>.11538</td>
<td>240 hours</td>
<td>360 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>.13462</td>
<td>280 hours</td>
<td>420 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>.15384</td>
<td>320 hours</td>
<td>480 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>.16153</td>
<td>336 hours</td>
<td>504 hours</td>
</tr>
</tbody>
</table>

Effective January 1, 2020, regular nurses will accrue PTO as follows:

<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Accrual Rate per Hour</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0—4 years</td>
<td>.0924</td>
<td>24 days/192 hours</td>
<td>36 days/288 hours</td>
</tr>
<tr>
<td>5—9 years</td>
<td>.1116</td>
<td>29 days/232 hours</td>
<td>43.5 days/348 hours</td>
</tr>
<tr>
<td>10+ years</td>
<td>.1308</td>
<td>34 days/272 hours</td>
<td>51 days/408 hours</td>
</tr>
</tbody>
</table>

ONA Proposed 12-20-22
Effective with the pay period beginning January 5, 2020, regular nurses with an FTE status of 0.9, which includes those with work schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, will accrue PTO as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual rate per hour</th>
<th>Accrual per Year**</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.1004 hours</td>
<td>188 hours</td>
<td>282 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1122 hours</td>
<td>210 hours</td>
<td>315 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1197 hours</td>
<td>224 hours</td>
<td>336 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1314 hours</td>
<td>246 hours</td>
<td>369 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1389 hours</td>
<td>260 hours</td>
<td>390 hours</td>
</tr>
<tr>
<td>Years of Service</td>
<td>Accrual rate per hour</td>
<td>Accrual per Year**</td>
<td>Maximum Accrual</td>
</tr>
<tr>
<td>--------------------------</td>
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<td>-------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Less than 3 years</td>
<td>.10683</td>
<td>200 hours</td>
<td>300 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>.11966</td>
<td>224 hours</td>
<td>336 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>.13889</td>
<td>260 hours</td>
<td>390 hours</td>
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<tr>
<td>10 to less than 15 years</td>
<td>.15812</td>
<td>296 hours</td>
<td>444 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>.16453</td>
<td>308 hours</td>
<td>462 hours</td>
</tr>
</tbody>
</table>

*Not to exceed seventy-two (72) hours per pay period  
**Based on a full-time (0.9 FTE) nurse

The annual accrual is an approximation of the PTO that would be accrued by a full-time (1.0) 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. Employees will be afforded the opportunity to request cash out of accrued but unused paid time off.

(b) Through January 4, 2020, regular nurses will accrue EIB at the rate of 0.0270 hours per paid hour, not to exceed 56 hours per calendar year. Accrual will cease when a nurse has 1,040 hours of unused EIB accrual.

(1) Effective the pay period that begins Sunday, January 5, 2020, no further EIB accrual will occur. All existing EIB 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 EIB.
(c) The Hospital will honor the accrued PTO balances of nurses who transfer their employment to the Hospital from other Providence employers within Oregon.

15.3 Pay: PTO and EIB pay will be at the nurse’s straight-time hourly rate of pay, including regularly scheduled shift differentials provided under Appendix A, at the time of use. PTO and EIB pay is paid on regular paydays after the PTO and/or EIB is used.

15.4 Length of employment in Section 15.2 above is based on the nurse’s most recent date of continuous employment with the Hospital, in any capacity.

15.5 Requests Time Off (RTO) – Requests for Time Off (RTO) is when a nurse who wants specific day(s) off but will work their FTE that week. These requests will not be considered part of the maximum amount of nurses allowed off at one time (per Article 8.8 (a)). Approval of such requests will be made subject to patient care needs.

15.6 Scheduling of PTO: Except for unexpected illness or emergencies, PTO should be scheduled in advance. Nurses requesting use of PTO shall submit the request electronically via Kronos. Each unit shall maintain a vacation calendar accessible to all unit nurses at all times. The vacation calendar shall be kept at the nurses’ station. Nurses are encouraged to write their PTO requests in the vacation calendar to assist other nurses in selecting dates that do not conflict with other requests.

The Hospital will honor all PTO/RTO requests approved prior to June 24, 2019.

The Hospital’s goal is to maintain or improve current PTO availability, and to use interactive and collaborative processes that promote scheduling of PTO consistently, in accordance with the provisions of this Article.

15.7 The following provisions will apply for the scheduling of PTO when there are multiple requests for the same time period (subject to the rotation of holidays set forth in Article 8):

(a) For requests submitted between January 1 and March 1 of each year for the twelve (12) month period beginning June of each year. Confirmation of the nurse’s scheduled use of PTO will be provided in writing by March 31st of each year. Requests submitted after March 1 of each year, approval will be based on the date the request is submitted. All other time off requests will be responded to
in writing within two weeks of the request.

(b) Once PTO is approved, it may be changed only by mutual agreement, unless the nurse changes unit or shift after approval but before the PTO usage. Nurses are expected to have enough accrued PTO available at the point the PTO is to be used. PTO requests will not be approved if it is clear the nurse will not have sufficient PTO accrued at the time the leave is taken. The Hospital may deny a PTO request if a nurse has demonstrated a pattern of not having enough accrued PTO available to cover the nurse’s request, unless the nurse has accrued less PTO than expected due to an approved leave of absence, or mandatory low census.

(c) Scheduling of PTO is best resolved by unit-based decisions. Each unit will follow its current practice regarding such interactive and collaborative processes that promote scheduling of PTO consistently, provided however, that the parties acknowledge that any such practice must be approved by the majority of nurses and the unit manager.

(d) Requests for specific PTO days shall not be unreasonably denied. If a PTO request has been denied, a written explanation will be provided to the nurse upon request. Nurses who are denied PTO may seek trades, with manager approval. If a nurse is unable to find a trade, managers may use their discretion to increase the number of nurses allowed off, based on operational needs.

(e) If more nurses within a unit request dates for PTO, for the PTO Scheduling Period, than the Hospital determines to be consistent with its operating needs, then preference in scheduling PTO will be in order of seniority for nurses within the unit. Nurses may print and maintain a vacation calendar in each unit for the purpose of assisting other unit nurses with selection of non-conflicting PTO dates. Nurses are expected to seek trades, with manager approval, if they need time off for major life events, but if a nurse is unable to find a trade, managers may use their discretion to increase the number of nurses allowed off, based on operational needs. For purposes of this paragraph, “major life events” shall include family events included but not limited to: to birth, marriage, graduation and dying.
(g) Accrued PTO may first be used in the pay period following the pay period when accrued.

15.6 Use of EIB (Through January 4, 2020): Effective through January 4, 2020
EIB continues to be available as follows:

(a) Accrued EIB may first be used as described below only after completion of ninety (90) days of employment.

(b) EIB will be used for absences from work due to the following:

   (1) When the employee is hospitalized as an inpatient or outpatient for one (1) or more days, or has an invasive procedure in a hospital, including continuing absences immediately following hospitalization, if not released by a healthcare provider and provided the Human Resources Department is notified as soon as possible.

   (2) In all other cases of the nurse’s disability due to extended illness or injury, after a waiting period of missed work due to such condition which is equal to twenty-four (24) consecutively scheduled work hours. The employee in such cases must submit verification from a physician, describing the nature of the disability and the dates it prevented the employee from reporting to work. After meeting the criteria in this subparagraph, the nurse may utilize EIB while on a continuous FMLA leave.

   (3) Subject to the eligibility provisions above, a nurse who suffers a non-work-related injury or illness and who returns to work at less than his or her normal FTE may supplement the nurse’s wages with EIB to 100 percent of his or her normal wages.

   (4) Approved parental leave under applicable law.

   (5) Approved leaves for an employee’s own health condition (including pregnancy and childbirth) under OFLA and/or FMLA.

Effective January 5, 2020 through December 31, 2021 accrued EIB may be used for the following purposes:

1. Top-up short-term disability pay up to 100%
2. Top-up paid parental leave pay up to 100%
3. Top-up Workers’ Compensation pay to 100%

4. 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) up to a maximum of twenty-four (24) hours.

5. For absences shorter than seven (7) days, EIB can be used as described in 15.6 above.

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

15.6.1 Use (January 1, 2022 – December 31, 2022): Between January 1, 2022 and December 31, 2022, accrued EIB 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.

15.7 A nurse’s accrued but unused PTO will be paid to the nurse upon termination of employment, except as set forth in Article 7.6.

15.8 Providence will provide a short-term disability benefit and paid parental leave benefit effective with the pay period beginning Sunday, January 5, 2020. Short-term disability and paid parental leave will be paid at 65% of the employees' base rate of pay plus shift differential plus certification premium, if applicable.
B. Surgical Services Nurses.

Surgical Services nurses are covered by the Agreement with the following additions:

1. The Surgery department is staffed with eight (8), nine (9) and ten (10) hour nurses. When a schedule change is initiated by the Hospital, the Hospital shall notify the nurse, as far in advance as practical.

2. Standby will be shared equally by the OR nurses for OR. Standby will be shared equally by the PACU nurses for PACU. The nurses will not be required to be on-call for more than one (1) standby shift per week and one (1) weekend standby every five weeks. Two (2) standby night shifts (which may vary in length per week and every third weekend).

**Incentive Call Shifts.** Nurses who are scheduled who volunteer for additional on-call shifts, beyond the required number of shifts, shall receive eight dollars ($8.00) ten dollars ($10.00) per hour of standby pay in lieu of the standby pay premium in Appendix A. C.

If a Nurse is called in to work during an incentive call shift, the Nurse shall be compensated with a differential of two (2) times their base pay plus the incentive call shift rate mentioned above (i.e. 2x + ten dollars per hour + incentive shift differential).

Nurses on standby during a holiday shall receive an additional twelve dollars ($12.00) per hour. Nurses called in to work during a holiday shall be compensated with a differential of two (2) times their base pay plus the holiday call rate mentioned above (i.e. 2x + twelve dollars per hour).

When a Nurse is scheduled to work on an observed holiday and requests time off, PTO will be used. However, if the nurse works 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 and can take the holiday off, unpaid.

Per diem nurses are required to sign up for a weekend standby call shift once every six (6) weeks per call scheduling period. Per diem nurses must meet the patient care unit’s education requirement for the year. A per diem nurse may
completely opt out of one (1) 6-week schedule period each calendar year, provided the nurse follows the request off guidelines in Article 8.

3. The Hospital will provide a pager, if requested, to the nurse on standby and will expect nurses to arrive at the Hospital within thirty minutes for Operation Room Nurses and forty-five minutes for PACU, except as set forth below.

4. If called in to work during an on-call shift, the nurse shall be assigned a minimum of three (3) hours of work, or pay in lieu of such hours not assigned by the hospital, at time-and-one-half (1 ½ x) the nurse’s straight time rate of pay as shown in Appendix A. This provision shall also apply to call hours worked immediately after the conclusion of a regular shift.

For VBACs and high-risk OB patients, the Hospital may require a five-minute response time. When a five-minute response time is required and the nurse remains at the Hospital in order to meet the required response time, the nurse will be paid time and one-half times the nurse’s regular rate of pay for hours spent in the Hospital waiting for a VBAC or high-risk OB patient. Even if the nurse is not otherwise assigned work, the nurse’s time while she/he is required to remain in the Hospital will be paid such rate.

Nurses who work a call shift will be afforded an opportunity for adequate rest at a minimum of ten (10) hours before reporting to work for their next scheduled shift. In the event a nurse is not afforded adequate rest he/she may with notice to the Hospital choose not to work part of the next scheduled shift, enabling the nurse to receive a ten (10) hour break. Nurses who elect to work any portion of their next scheduled shift shall be paid at the overtime rate mentioned in Article 8.4. The nurse may choose to use or not to use accrued PTO for the time off.
ARTICLE 17 - EDUCATION

17.1 If a nurse is required by the Hospital to attend an in-service education function, the nurse’s hours of attendance will be treated as hours worked. All nurses shall be entitled to a minimum of eight hours in-service education annually. The Hospital will continue to pay for the registration fees necessary to obtain any required certifications or education. For all required certifications or re-certification, the nurse must take a course offered at the Hospital if such course is offered twice within the three (3) months prior to the expiration of the nurse’s certification.

With prior approval, or if such course is not offered on two (2) separate dates in the three (3) months prior to the expiration of the nurse’s certification, the nurse may take a course offered at another Providence facility or through a Providence preferred educational provider and will 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. If a required certification course is not offered at the Hospital twice within three (3) months of the expiration of the nurse’s certification, the Hospital will cover the nurse’s mileage, up to 200 miles round trip, which 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.

17.1.1 For online classes, the Hospital will pay those expenses reasonably incurred and consistent with the Hospital policy for education and training programs that it requires (including certifications it requires). This provision applies to courses required to obtain or maintain core competencies and certifications, provided that the nurse takes reasonable steps to access such education and/or training at the least expensive alternative and that the education and/or training is successfully completed before the required certification/competency lapses. Actual time spent by a nurse to complete any online training program (including ACLS, NRP, BLS, PALS and/or PMAB), will be treated as hours worked, if required by the Hospital for the unit on which the nurse works.

17.2 When the Hospital requires a nurse to attend a specific outside education
function, the Hospital will treat the hours of attendance as hours worked and will pay for required mileage in accordance with Hospital policy, registration and materials. 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. Nurses who attend off-site training during a regularly scheduled shift will have the option to return to the Hospital to complete their shift, or in the alternative, use PTO or unpaid time to cover the remaining portion of their shift. The Hospital may require the nurse to work the remainder of their scheduled shift consistent with patient care needs.

17.3 Nurses who attend other than the Hospital-required education functions may apply for registration and materials fees and travel expenses. These applications should be as far in advance as practical so that the Hospital can notify the nurse what payments, will be approved.

17.4 After one full year of employment, each full-time nurse may take up to 16 hours, each part-time nurse may take a pro rata portion of 16 hours, and each per diem nurse may take up to 8 hours paid educational leave each calendar year to attend other than the Hospital- required courses for bona fide nursing education of benefit to the nurse and the Hospital. The nurse will apply for educational leave sufficiently in advance of the leave time for the Hospital to make alternative scheduling arrangements. Unused educational leave may not be carried over from a calendar year.

17.5 The Professional Nurse-Care Committee in Article 11 will work with the Chief Nurse Executive, Patient Services, or designee, on the development of a plan to communicate educational offerings, development of education plans, and process for approval of education requests.

17.6 If requested in advance by the Hospital, a nurse who has attended an education function paid for in whole or part by the Hospital will make one or more presentations, as requested by the Hospital, for the purpose of sharing the contents of the educational program. The Hospital will also discuss in advance with the nurse what form the presentation will take.

17.7 Regular full-time and regular part-time nurses who have completed their
probationary period may participate in the Hospital’s tuition reimbursement program offered to a majority of the Hospital’s employees who are not in a bargaining unit, in accordance with its terms. If a nurse voluntarily quits Hospital employment within one year of the date of tuition reimbursement, the nurse will refund to the Hospital the reimbursement amount. The Hospital may deduct all or part of the refund amount from the nurse’s final paycheck.

17.8 Bargaining unit nurses who have received financial assistance from a Hospital program not addressed in this contract, and who either do not complete the program or who voluntarily quit Hospital employment within two (2) years of employment by the Hospital as a registered nurse, will refund to the Hospital the reimbursement amount, prorated based on actual months worked for the Hospital as a registered nurse as a proportion of twenty-four (24) months. Nurses will be notified of this obligation prior to starting the program. The Hospital may deduct all or part of the refund amount from the nurse’s final paycheck.

17.9 Nothing precludes the Hospital from assigning any nurse to educational leave at the Hospital's expense.

17.10 The Hospital will make good-faith, reasonable efforts to schedule in-service education programs to accommodate and be sensitive to the needs of different shifts and departments.

17.11 Notice of non-mandatory in-service educational programs will be posted four (4) weeks in advance on the Education calendar on the Hospital intranet, when possible.

17.12 A nurse who is interested in cross training to another department of the Hospital will follow the process outlined in Appendix D.

17.12 The Employer will reimburse full-time and part-time nurses for tuition and/or materials and testing reimbursement up to five hundred dollars ($500) a year (annually) to obtain, maintain or renew nationally recognized certifications as provided in Appendix A. Reimbursement is contingent upon successful completion of the certification exam. Nurses must obtain prior authorization from their manager or supervisor prior to purchasing materials.
5.2 The Hospital will provide the Association designated bulletin board space of approximately two (2) feet by three (3) feet on the nurse bulletin board located off the main hallway near the cafeteria, on a bulletin board to be designated in the medical-surgical nurses’ report room and, providing space is available, in the following units: Emergency Department, Home Health, surgical services, and the clinic. These areas will be the exclusive places for the posting of Association-related notices. These postings must be limited to contract administration and negotiation matters. In addition, the Association may post notices of date, time, and place of Association meetings, activities, and events. Copies must be submitted to the Hospital’s Human Resources office at the time of the posting.
3.1 The Hospital and the Association will, in accordance with applicable federal, state, and local laws, not discriminate in employment matters against any nurse on account of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, gender, gender identity, veteran status or political affiliation. The Hospital and the Association will not discipline or otherwise penalize any nurse on account of membership in or lawful activity for or against the Association, provided that such activity does not interfere with the nurse’s duties or the duties of other the Hospital nurses, unless the activity is expressly permitted by this Agreement.

3.2 If a nurse alleging discrimination begins litigation or an administrative proceeding with a government agency, such action will constitute a waiver of any claims under this Agreement regarding the alleged discrimination.
A. According to the State of Oregon’s 2020 Oregon Child Care Market Price Study, the price of childcare for a toddler in Clatsop County increased almost 100% between 2012 and 2020.

In light of the significant burden of childcare costs on RNs and additionally with respect to the obstacle childcare costs represent to working extra shifts, the Employer agrees to the following:

1. If the Employer decides to operate a local childcare center, RNs shall receive reimbursement for each participating dependent equal to $840 per dependent on a monthly basis.

2. If the Employer decides not to operate a local child care center, or if the Employer’s childcare center reaches capacity, then RNs shall receive reimbursements for each participating dependent equal to $840 per dependent on a monthly basis for the purposes of paying for private childcare.
A. Home Health Nurses. Home health nurses ("HHN’s") are covered by the Agreement with the following additions:

1. Nurses will not perform any work off the clock and will accurately report all hours worked including travel time. All time spent performing work, is to be done on paid time.

2. Home Health nurses will not be pre-scheduled to have any mandatory daily work beyond their regularly scheduled hours.

3. The Home Health manager will monitor the Home Health nurses’ daily schedules, and when the potential for work beyond their regularly scheduled hours exists, the manager will make efforts to ensure that work beyond their regularly scheduled hours is not needed. Such efforts may include: (1) checking to see if another Home Health nurse would voluntarily take some of the patient assignment, and (2) canceling and rescheduling any non-urgent visits. If visits cannot be canceled and rescheduled, the manager may seek relief coverage through per diem nurses, nurses who are cross-trained to Home Health, Sharecare, or by having the manager assume the patient care duties. If such relief coverage is not available, the manager will clearly communicate to the Home Health nurses when working beyond their regular schedule is mandatory, and such hours worked will be tracked daily.

4. When work beyond the nurses’ regularly scheduled hours becomes necessary, and the manager would have had no reasonable expectation to foresee the possibility for such excess hours, the Home Health nurses will call the manager to alert him or her of potential overtime and request relief.

5. All hours of mandatory work beyond the Home Health nurses’ regularly schedule hours will be tracked daily and reviewed monthly at Task Force, along with the Home Health nurses’ scheduling guidelines (aka staffing plan) with a goal of monitoring the staffing to ensure that staffing is adequate to meet patient census and needs and avoids mandatory daily overtime.

6. Productivity and Patient Care.

   i. The parties recognize that maintaining adequate productivity is necessary to the essential operations of Home Health, and that each nurse’s productivity is a key part of that nurse’s overall performance. The parties also recognize that productivity goals should be developed such that nurses can reasonably attain these goals while providing high quality, patient-focused care. Accordingly, productivity goals will incorporate patient acuity, visit complexity, travel time, consultation, and other factors that affect the time required to deliver complete patient care.
ii. **Home Health Nurse Productivity Goals.** The parties agree to the following productivity goals for Home Health Nurses:

<table>
<thead>
<tr>
<th>Points/Pay Period Goals</th>
<th>1.0 FTE</th>
<th>0.9 FTE</th>
<th>0.8 FTE</th>
<th>0.75 FTE</th>
<th>0.7 FTE</th>
<th>0.6 FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Health RN</td>
<td>55</td>
<td>49.5</td>
<td>44</td>
<td>41.25</td>
<td>38.5</td>
<td>33</td>
</tr>
</tbody>
</table>

iii. **Home Health Nurse Visit Weight.** The parties agree to the following visit weights for Home Health Nurses:

<table>
<thead>
<tr>
<th>Visit Type</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repeat Visit</td>
<td>1</td>
</tr>
<tr>
<td>OASIS &amp; Non-OASIS Resumption of Care</td>
<td>2.5</td>
</tr>
<tr>
<td>Non-OASIS Start of Care</td>
<td>3</td>
</tr>
<tr>
<td>OASIS Start of Care</td>
<td>3.5</td>
</tr>
<tr>
<td>Secondary Evaluation</td>
<td>2</td>
</tr>
<tr>
<td>OASIS &amp; Non-OASIS Recertification</td>
<td>2</td>
</tr>
<tr>
<td>OASIS &amp; Non-OASIS Agency Discharge</td>
<td>2</td>
</tr>
<tr>
<td>Complex Visit</td>
<td>1.5-2.5</td>
</tr>
<tr>
<td>Discipline Discharge</td>
<td>1.5</td>
</tr>
<tr>
<td>Virtual Visit</td>
<td>1</td>
</tr>
<tr>
<td>Home Health Aide/LPN Plan of Care</td>
<td>0.5</td>
</tr>
<tr>
<td>Telephone Encounter</td>
<td>0.25</td>
</tr>
</tbody>
</table>

Non-billable visits will receive the same point value as billable visits of the same type.
iv. **Visit Complexity.** Nurses will assess visit complexity on a scale of 1-4. Non-complex repeat visits will be deemed a 1 on the complexity scale and receive 1 point. Complex visits will receive the following points according to the nurse’s assessment of visit complexity:

<table>
<thead>
<tr>
<th>Complexity Scale</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>1.5</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>2.5</td>
</tr>
</tbody>
</table>

No later than 90 days following ratification, the Parties shall implement a tool for assessing visit complexity using a 1-4 scale. MHRN, PCRN, and CWON visits will all be deemed complex visits.

v. **Additional Home Health Productivity Points.** In addition to the points per visits outlined in Section D, nurses will receive points for the following:

- **Case Management:** 4 Points per pay period per 1.0 FTE
- **Consultation:** Wound Ostomy Nurses will receive 10 points per pay period per 1.0 FTE for time spent on wound, ostomy, and continence consultation
- **Travel:** 0.5 Point per 20 miles driven or half hour of drive time
- **Education:** 2 Points per pay period for emails, newsletters, and other employer communications
- **Education:** Additional 1 point per hour spent on documented educational activity or meeting (including team meetings, branch meetings, committee meetings)
- **Scheduling:** 1 point for each day with more than one change after 8:00 AM
- **Additional Tasks:** Tasks that are proposed to be added to the workflow of nurses will be discussed and approved by the Nurse Task Force prior to implementation.
vi. **Extenuating Factors.** The parties recognize that there are many factors that can detract from an individual nurse's productivity and that many of those factors are outside of the control of the individual nurse.

For that reason, in any performance conversation with a nurse regarding productivity, Home Health will commit to consider in good faith any factor outside the nurse’s control that may have adversely impacted that nurse’s productivity, including but not limited to:

- traffic (heavy traffic, accidents, construction, etc.);
- computer issues (upgrades, slow sync time, hardware issues, EPIC/network issues); staff meetings;
- multiple meetings – Staff, IDG, PNCC, Task Force, etc.;
- patient complexity;
- telephone communications;
- limited availability of restrooms;
- continuing education; and
- preceptorship and supervision of LPNs and bathing aides.

If a nurse believes that the nurse’s productivity has been adversely impacted by any of these or similar factors, the nurse is encouraged to bring those factors to the attention of the nurse’s supervisor.

If a nurse has reported such instance(s) and demonstrated that those instance(s) did cause the nurse to not meet productivity, that nurse will not be disciplined or terminated, nor will the nurse have the failure to meet productivity considered in their performance evaluation or any determination of qualification or merit.
Memorandum of understanding: HOME HEALTH ELECTRONIC VISIT VERIFICATION

The parties agree to the following in regard to the electronic visit verification (EVV) tool:

A. Implementation of the EVV tool will only occur on January 1, 2023 if the State of Oregon does not receive a delay in implementation. If a delay of implementation is not received, the EVV tool will be implemented under the following terms:

1. Nurses will be required to use the Rover application for EVV only for those visits required under law. This limits the required use to Medicaid patients who do not reside in a congregate residential setting where twenty-four hour service is available. Use of the Rover application by a nurse beyond this population will be voluntary.

2. Nurses will be required to use the Rover application to document only those items required by law:
   i. the type of service performed;
   ii. the individual receiving the service;
   iii. the date of the service;
   iv. the location of service delivery;
   v. the individual providing the service; and
   vi. the time the service begins and ends.

3. Nurses will be provided training on the use of the Rover application, including directions on how to turn off Location Services in the application.

B. If the State of Oregon does receive a delay in implementation of the EVV requirement, the following will be implemented:

1. The EVV tool will be piloted effective 2/1/2023. The pilot will run for five (5) months and then be evaluated in Task Force;
   i. Teams will be sought to pilot the tool and provide feedback to the Task Force;
   ii. At least one (1) nurse will be selected by the Association;
   iii. The Task Force will review the feedback provided by the teams and develop recommendations to management prior to full implementation.

2. Nurses will be required to use the Rover application for EVV only for those visits required under law. This limits the required use to Medicaid patients who do not reside in a congregate residential setting where twenty-four hour service is
available. Use of the Rover application by a nurse beyond this population will be voluntary.

C. Nurses will be required to use the Rover application to document only those items required by law:

1. the type of service performed;
2. the individual receiving the service;
3. the date of the service;
4. the location of service delivery;
5. the individual providing the service; and
6. the time the service begins and ends.

D. Nurses will be provided training on the use of the Rover application, including direction on how to turn off Location Services in the application.

E. The purpose of the EVV tool is to verify patient visits only. The location of nurses will not otherwise be tracked, including during breaks and lunches. Any extraneous information will not be used for disciplinary action. EVV data will not be the sole basis for disciplinary action. ONA and administration will work together to resolve issues with EVV in a Task Force meeting.
ARTICLE 19 - LOW CENSUS

19.1 When the Hospital determines that a reduction in staff is necessary for a short period or an indeterminate period that is expected to be short (referred to in this Agreement as “low census days”), the sequence for staff reduction for nurses in the classification and shift involved will be as follows, provided that the remaining nurses in the classification and shift are qualified to perform the work to be done:

(a) Nurse(s) on an incentive shift;
(b) Volunteers;
(c) Temporary nurses;
(d) Per diem nurses; and then
(e) Remaining nurses in the classification and shift.

Without altering the provisions above, the Hospital will make good faith reasonable efforts to cancel agency nurses and traveling nurses, if such cancellation can be done without cost to the Hospital.

19.2 Within each of the above groups, if there are more nurses than low census time to be covered, the nurses with the least recent low census day (including by volunteering) in the same pay period will be given the low census day, except if they are otherwise exempted by Article 19.7. A low census log will be available to all nurses.

19.3 Prior to placing a nurse on low census, the unit manager or Hospital Supervisor may float the nurse to units requiring the assistance of an additional RN, as determined by the supervisor assigned to managing daily staffing on the requesting unit, provided the nurse is qualified to perform the assistance required.

19.4 The Hospital may assign nurses on low census days to be on standby, and if called in to work the call back provisions in Appendix A (C) will apply.

19.5 When additional hours of work are needed in the same classification and shift as nurses who are on a low census day, the Hospital will first call qualified nurses in the classification who are on standby for the shift who were placed on standby as a result of low-census, before calling other nurses who are on standby.

19.6 Nurses who are placed on low census may either take the day without pay or may utilize accrued but unused PTO.

19.7 Mandatory Low Census. No nurse will be asked to take mandatory low
census beyond a cap of two hundred sixteen (216) hours or one hundred ninety (190) hours in a calendar year or once per pay period. It is the responsibility of the nurse to inform the nurse’s manager that the cap on low census has been reached. The Hospital will create a mechanism for tracking mandatory low census that will be accessible by the nurse. The parties agree to revisit the annual cap in Task Force.
MEMORANDUM OF UNDERSTANDING: EXTENDED ILLNESS TIME (EIT) CASHOUT

No more than 90 days after ratification of the 2022- collective bargaining agreement, the Employer shall cashout EIT balances remaining as of January 1, 2022, less the amount of EIT used in conjunction with Article 15.8.1 (“January 1, 2022 – December 31, 2022”).

Alternatively, nurses who would otherwise be eligible for the cashout provision described above, may elect to convert their EIT balance to PTO.
A. **Keeping Nurses Whole:** For the full duration of an approved leave of absence under Paid Leave Oregon (PLO)/Oregon Family Medical Leave Insurance (OFMLI), PSH will top-off wage replacement to 100% of the nurse’s regular rate of pay plus applicable shift, certification, associated differentials at the time of the leave, without the nurse’s use of PTO or EIT hours.

B. **Payroll Contributions:** PSH shall pay any employer and employee assessments required by the State of Oregon as part of any implementation of PLO/OFMLI under ORS Chapter 657B. The employees do not have the option of receiving the assumed amount directly. Employee compensation shall not be reduced, and PSH shall provide the additional amounts necessary to make all contributions required under the PLO/OFMLI program.

C. **Equivalent Plan:** In the event PSH elects to provide an Equivalent Plan under ORS Chapter 657B, PSH shall assume and pay any amounts required under that equivalent plan for both employer and employee contributions. There shall be no deduction in pay as a result of PSH participating in an Equivalent Plan. In the event PSH elects to provide an Equivalent Plan, and the plan is subsequently no longer designated as an Equivalent Plan, PSH shall be solely responsible for any assessments from the State of Oregon for such a change in designation.

D. **Coordination of Benefits:** PSH shall not reduce any paid benefits, such as PTO, by any amounts reported as distributed by the PLO/OPFLI program. There shall be no change to employee entitlement to receive any type or amount of benefit under this contract as a result of employee participation in the PLO/OPFLI or any Equivalent Plan.
The Employer shall offer a medical insurance plan with coverage substantially similar to their status quo plans in Oregon, but with an annual employee total cost (deductible + annual employee premium share - subsidy) of $400 for individuals and $1000 for family, or less.

Notwithstanding the above reductions, that medical plan shall limit out-of-pocket-maximums to not more than $1,700 for an individual and not more than $3,450 for a family.

If the Employer is not able to offer a substantially similar plan which conforms to the above requirements due to geographic and/or provider restrictions, then the Employer shall increase the subsidy and/or decrease the employee premium share for its existing plans to conform to the annual employee total cost requirements as set forth above.

The Employer shall provide the subsidy to all bargaining unit nurses, regardless of their participation in the Employer’s Virgin Pulse program or similar programs. Participation in Virgin Pulse or similar programs shall be voluntary.

The Employer’s plans shall provide 100% coverage for out-of-pocket costs related to outpatient mental health services. If there is a delay greater than 30 days to access in-network mental health services, Providence will reimburse out-of-pocket expenses for out-of-network coverage at 100% of the cost to the registered nurse or their family/dependent healthcare member.

For the duration of the collective bargaining agreement, there shall be no increase to employee total costs.

For the duration of the collective bargaining agreement, the employer shall maintain substantially similar medical coverage.