MEMORANDUM OF AGREEMENT

ONE-YEAR EXTENSION OF TUALITY HEALTHCARE-ONA CBA

I. Parties to the Agreement

The parties to this Memorandum of Agreement (hereinafter referred to as “MOA”) are Tuality Healthcare (hereinafter referred to as “Tuality”), and Oregon Nurses Association (hereinafter referred to as “ONA”).

II. Background

A. On February 4, 2022, ONA notified Tuality in writing of its intent to modify, amend and/or terminate the 2020-2022 collective bargaining agreement (CBA), currently set to expire on June 30, 2022.

B. While the COVID-19 pandemic has subsided, the stability of the economy and health care labor markets are difficult to forecast for multiple years and the parties agree that a contract extension based on the terms set forth in this MOA is in their best interests.

C. It is critical that Tuality retain and recruit a nursing workforce long term so that the utilization of costly traveler/agency/temporary nurses is minimal.

Now, therefore, the parties mutually agree as follows:

III. Terms of Agreement

1. A one-year CBA extension with the term of June 30, 2022 to June 30, 2023, as follows: Except as expressly provided in this MOA, all provisions of the CBA shall remain in full force and effect through and including June 30, 2023, which shall become the new CBA expiration date.

2. The only amendments to the CBA are as follows, and will be effective the first full pay period after July 1, 2022:
   a. The straight-time rates of pay for nurses covered by the CBA shall be adjusted by 9% as follows:

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b. The parties agree to the CBA amendments specifically set forth in Attachment One to this MOA.

e. A twelve percent (12%) across the board (ATB) raise effective July 1, 2022.
d. The parties agree to the modifications set forth in Article 5, Section M on floating.
5-11-2022 TA

e. The parties agree to the modifications set forth in Appendix A, Section P on short notice shift incentives.

3. **This MOA will become effective upon its ratification by ONA and by Tuality Healthcare’s CEO.**

4. Following ratification of this MOA, the parties will work together in good faith to schedule in advance dates and times to begin negotiations for a successor CBA in February 2023, with the aspiration to reach tentative agreement and ratification in advance of the new June 30, 2023 expiration date.

Agreed to this __________ day of May 2022.

For the Union:                      For Tuality Healthcare:

____________________             ______________________
Jocelyn Pitman                    Lori James Nielsen
Labor Representative             Chief Executive Officer
Oregon Nurses Association         Tuality Healthcare
ATTACHMENT ONE TO MOA RE ONE-YEAR EXTENSION OF TUAILITY
HEALTHCARE-ONA CBA

In accordance with the terms of the parties’ MOA, the specific amendments set forth in this Attachment One are mutually agreed, to become effective the first full pay period after July 1, 2022:

C. Definitions:

**INTERMEDIATE LANGUAGE OMITTED**

6. **Per Diem Nurse** - A nurse who is scheduled to work on an as-needed basis, and who **A Per Diem nurse must a) be available to work at least three six open shifts per month** schedule period (an open shift is one not filled by a regular nurse). Such work requirement may be waived at the discretion of the Hospital, and will not be applied to a per diem nurse in a schedule period to the extent it was not possible based on the number of open shifts for the nurse to sign up for and work the required number of shifts. These minimum required shifts must include at least one weekend shift per calendar quarter and, of which the nurse must be available to work on two holidays designated in Section 5(l) per calendar year (at least one of which must be one winter holiday must be Thanksgiving day, Christmas day or New Years day). Nursing units may establish alternate per diem work requirements that are not greater than those set forth in this Section and one summer holiday); and b) be available to work one weekend shift per quarter in addition to the three open shifts per month. Such requirement may be waived at the discretion of the Hospital. For purposes of this section “available to work” means that the nurse has submitted his/her availability to work open shifts, in writing. **Per diem nurses will be notified of open shifts at least seven (7) days prior to the final schedule being posted and will request to be scheduled for open shifts in writing on a Hospital-approved form.** If a Per-Diem nurse is scheduled to work and then cancels himself/herself, the shift will not count toward the minimum scheduling requirements set forth above.
ARTICLE 5 – HOURS OF WORK

INTERMEDIATE LANGUAGE OMITTED

M. A nurse will be required to float only if, in Hospital’s view, the nurse’s primary unit is adequately staffed without the nurse. For purposes of *floating assignments* under this section, *nurses will be considered to be part of clinical “units” or “clusters” as follows:*

- **Medical/Surgical units and 4-West**
- **ICU/Critical Care and PCU**
- **Women’s and Children’s Center (including Labor and Delivery, Postpartum, NICU, and Pediatrics)**
- **Surgical Services, consisting of OR, PACU, Day Surgery, Outpatient Surgery (TOPS), Endoscopy, Diagnostic Imaging, and Cath Lab** *(nurses may be floated out of Cath Lab but other nurses would not be floated into Cath Lab except voluntary).*
- **Emergency Department**
- **Geriatric Psychiatry**

are defined as those listed in Article 1, Section A (except that ICU/PCU will be considered one unit Critical Care and OR/Outpatient Surgery will be considered one unit). Geri Psych nurses will only float out of their unit on a voluntary, case-by-case basis; conversely, nurses will only float into Geri Psych on a voluntary, case-by-case basis. *Nurses may be floated by the Hospital to work areas within a nurse’s unit or cluster as defined above to provide direct patient care or other duties as assigned, in accordance with this section.*

*Nurses may be floated to work areas outside of a nurse’s unit or cluster as defined above on a voluntary basis. When a voluntary floating assignment is made outside of a nurse’s defined unit or cluster, the nurse will be assigned duties in accordance with this section. If, however, the Hospital is unable to meet a floating need through assignment within a unit or cluster*
or through volunteers, the Hospital may provide alternate nursing resources to meet the patient care need, including through assignment of relief charge nurses or nursing leaders.

Resource Unit/Float Pool nurses may be assigned to provide direct patient care or support duties in any area of the Hospital, in accordance with this section.

i. **Competency/Qualification.** Nurses shall receive patient assignments commensurate with their skills and competencies. A nurse will not be required to float to a patient assignment that requires specialty competence for which he/she is not qualified. If a nurse feels that he/she is not qualified for a specific assignment, he/she should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.

ii. **Float Assignment Orientation.** Nurses shall be floated only to work environments for which they have been oriented. For purposes of this section, “oriented” means that the nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. A nurse may be oriented on a unit during the same shift that he or she is assigned to work, as long as such orientation begins before the nurse assumes any patient care duties. Each unit will develop its own written float guidelines with staff nurse input. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the nurse on the unit.

iii. **Floating Requirements.** Nurses will not be floated more than once per shift. Nurses generally will be floated on a rotational basis, unless the charge nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation. The Hospital will make a good-faith effort not to float a nurse out of his/her unit when another nurse has floated into the unit on the same shift, unless such floating is required due to the expertise of the nurse or in order to meet patient care needs. If a nurse is floated out of rotation more than once per quarter, that issue will be raised at the next Labor Management Committee.
ARTICLE 16 – REDUCTION IN FORCE

If Hospital determines that there should be a reduction in force of nurses, the reduction will take place as follows:

A. **Low-Census Day.** If Hospital expects a reduction in force within the shift of a unit to last for 21 continuous calendar days or less, this low-census-day provision applies. Low-census days will be in the following order:
   - Short Notice Shift (Code 62) (will not count for low census days for purposes of rotation)
   - Extra shifts (will not count for low census days for purposes of rotation)
   - Volunteers
   - Travelers/agency
   - Per diems
   - Resource/Float Pool nurses
   - Mandatory by a system of rotation of no more than 16 hours per pay period

New graduates will not be low censused until they finish 24 weeks of employment, and experienced new hires will not be low censused until they finish their orientation period.

1. Hospital will not impose mandatory low-census on a regular nurse more than a total of 16 hours per pay period **if the nurse commits to voluntarily float outside their unit or cluster in accordance with Article 5, Section M as follows:**
   a) **Prior to the posting of a six-week work schedule, the nurse indicates in accordance with unit procedure their agreement to voluntarily float outside of their unit or cluster for the duration of that work schedule period:**
   b) **Alternatively, the nurse indicates their long-term agreement to voluntarily float outside of their unit or cluster on a form provided by the Hospital for as long as that agreement is in**
effect. The nurse may end their long-term agreement to float outside of their unit or cluster prior to the posting of a six-week work schedule, to be effective at the beginning of that six-week work schedule.

Nurses may be required to be on standby and be called in as needed for their unit only. Nurses on standby will be paid standby pay in accordance with Appendix A to this Agreement. Nurses on Short Notice Shifts (Code 62) and extra shifts who are canceled, or sent home early, will have the option to be on standby.

APPENDIX A

INTERMEDIATE LANGUAGE OMITTED

D. Resource/Float Pool Nurses: Resource/Float Pool nurses will be paid on the same pay scale as other bargaining unit nurses (noted in Section A above), plus $3 an hour. Float Pool nurses who are competent in at least four clinical nursing specialties, as determined by the Employer through its periodic competency evaluations, will be paid $5 per hour above the nurses' straight-time rate of pay.

** Nurses who agree to float to work areas outside of the nurse's defined unit or cluster on a voluntary basis in accordance with Article 5, Section M will receive a $2 per hour differential in addition to the nurse's straight-time rate of pay for hours worked in the floating assignment.

INTERMEDIATE LANGUAGE OMITTED

K. Experience: Effective on ratification of this Agreement, a nurse will be hired at the wage step that reflects his or her total current experience relevant to the nurse's position as a registered nurse, as determined by the Hospital. A nurse will progress to the next wage step under paragraph A above (e.g., moving from Step 10 to Step 15) on the later of (1) the nurse's anniversary date after completion of the requisite number of years of experience (e.g., 10 years), provided the nurse
has also completed 832 hours, per anniversary year, since the nurse's last wage increase; or (2) after completing 832 hours per anniversary year since the last wage step increase. "Hours" for purposes of this paragraph includes (1) hours compensated at straight time rate or above; and (2) involuntary low census hours.

INTERMEDIATE LANGUAGE OMITTED

P. Short Notice Shift Incentive:

1. **The Hospital, at its discretion, may designate unfilled shifts as eligible for a** Short Notice Shift Incentive, which will generally be used only for those shifts that are called off for **and/or remain open due to** illness, injury, bereavement leave, increased patient census within the last 48 hours, sustained patient surge, potential department divert, boarding multiple critical patients, or jury duty (for any days the nurse did not have advance notice) 48 hours or less before the shift starts or because of increased patient census within the last 48 hours. **The Hospital, at its discretion, may expand the above criteria and designate unfilled shifts as eligible for a Short Notice Shift Incentive in other circumstances as need to support staffing levels.**

2. Short Notice Shift Incentives **are** is available to all bargaining unit nurses. However, only for the Per Diem Nurses who have worked **2412** hours in the same **pay** period.

3. Short Notice Shift Incentives **are** is available only for extra work and not for regularly scheduled work or traded days.

4. Short Notice Shift Incentives **are** is available for all nursing units.

5. If a nurse reduces his or her budgeted hours their **employment status from regular full-time status to regular part-time status, or from regular full- or part-time status to per diem status,** this Short Notice Shift
Incentive is not available to such nurse (regardless of hours he or she works) for a period of 6 months from the date the nurse reduces his or her budgeted hours.

6. If a nurse does not work his or her regularly scheduled shifts for reasons other than prescheduled PLH/EIH, **PLH/EIH protected under Oregon sick leave when used for allowable sick time purposes, leave otherwise protected by law**, or low census, the nurse will be ineligible for the Short Notice Shift Incentive for the same number of shifts that the nurse missed during a pay period.

7. **This Short Notice Shift Incentives do not apply to overtime hours associated with a normally scheduled shift to complete shift duties (e.g., charting).** Further, **this Short Notice Shift Incentives is are available only** for shifts of four (4) hours or more, except for nurses who are working a short notice shift immediately following or preceding a 12-hour shift, in which case it is available for shifts of three (3) hours or more.

8. **The Hospital, at its discretion, may designate unfilled shifts as eligible for either of two different Short Notice Shift incentives (but not both) using codes or descriptions to be determined by the Hospital (which will be communicated to unit staff).** The hours designated as Short Notice Shift Incentive hours will be paid as follows:

   (a) **Time and one-half the nurse's regular hourly rate for work on a designated eligible shift that would have been paid at straight time. and Two times the nurse’s regular rate if the nurse would already have been paid at time and one-half for such hours.**

   (b) **Two times the nurse’s regular rate if the nurse would already have been paid at time and one-half for such hours for all hours worked on a designated eligible shift.**
9. For OR, Endoscopy, Women's and Children's Center, Cath Lab, and PACU, Short Notice-call Shift will be paid at the rate of $8.00 per hour for standby. (Call back work is at the normal rates specified in the collective bargaining agreement.)

10. Extra-shift and Odd-shift differentials are not to be added on to the hours for the Short Notice Shift Incentive that is in use.

11. Weekend differentials and shift differentials will be paid as applicable.

12. Nurses scheduled to receive Short Notice Shift Incentives will be canceled first and will not count for low census.

MEMORANDUM OF UNDERSTANDING
Advanced Clinical Ladder Program Development

The parties are committed to the professional development, satisfaction, recruitment and retention of nurses. To that end, the parties agree that an Advanced Clinical Ladder ("ACL") Program will be created to encourage staff nurses to pursue professional development at the Hospital. The parties adopt the following terms to develop the ACL Program:

A temporary ACL Program Development committee will meet for a period of eight months, beginning no later than July 31, 2022, to work on developing the terms of the ACL Program. During this period, the committee will meet at least monthly with the goal of presenting a consensus recommendation to Hospital leadership for an ACL Program at the conclusion of the eight-month period. The committee will consist of up to one nurse from each clinical unit as described in Article 1, Section A of the collective bargaining agreement between the parties (to be selected through an ONA process) and up to
five representatives of nursing leadership. Participation in committee meetings will be on paid time.

The committee will consider the terms of components of the ACL program that include, but are not limited to: the committee or committees that will oversee the ACL program, including the composition and duties of those committees; eligibility criteria to qualify for the ACL Program; the ACL Program application and application review process; ACL Program levels and achievement criteria; monetary rewards for attaining ACL Program levels; ACL Program measurement and evaluation; and ACL Program modification.

At the conclusion of the committee's eight-month working period it will present any consensus recommendation for the ACL Program to Hospital leadership. The Hospital will implement an ACL Program by no later than July 2023. If the committee produces a consensus recommendation for the terms of the ACL Program, the ACL Program implemented by the Hospital will conform to the committee's consensus recommendation. If the committee does not produce a consensus recommendation that defines the monetary rewards that can be earned by nurses through participation in the ACL Program, the parties will negotiate those monetary rewards at the conclusion of the committee's eight-month working period. Such negotiation will be separate from the parties' 2023 successor contract negotiations and will conclude by no later than May 31, 2023.