COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

ST. CHARLES HEALTH SYSTEM, INC., dba
ST. CHARLES MEDICAL CENTER - BEND

July 1, 2015 through June 30, 2018
ONA’s purpose is to work for the improvement of health standards and the availability of health care services for all people, foster high standards of nursing, stimulate and promote the professional development of nurses, organize and represent the interests of RNs and advance their economic and general welfare.
Vision: Creating America’s Healthiest community, together

Mission: In a spirit of love and compassion, better health, better care, better value

Values: Accountability, Caring, and Teamwork

- The vision is the organization’s Northstar. It defines our destination
- The mission represents what we do each day to achieve our vision
- The values represent how we will get there. Values are brought to life each day by the caregivers of St. Charles
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PREAMBLE

THIS PROFESSIONAL AGREEMENT is entered into between ST. CHARLES HEALTH SYSTEM, INC. D/B/A ST. CHARLES BEND, hereinafter referred to as the "Hospital," and OREGON NURSES ASSOCIATION, hereinafter referred to as the "Association."

The intention of this Agreement is to formalize a mutually beneficial agreed upon and understandable working relationship between the Hospital and the registered professional nurses of the Hospital, represented by the Association, which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment and communication; to the end that the dedicated common objective of superior patient care may be harmoniously obtained and consistently maintained. All parties acknowledge and commit themselves to improving the health of those we serve in a spirit of love and compassion, which can only be achieved through the dedicated service of the professional nurses of the Hospital to which this professional agreement is intended to support.

For and in consideration of the mutual covenants and undertakings herein contained, the Hospital and the Association, including all members of the bargaining unit and the administration, desire a positive, collaborative alliance and do hereby agree as follows:

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit The Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all Registered Professional Nurses employed by the Hospital as general duty nurses and charge nurses, excluding administrative and supervisory personnel, nursing unit supervisors/managers/directors, managers and Registered Professional Nurses not employed in direct patient nursing service.

1.2 Membership Membership in ANA through the Association shall not be required as a condition of employment. Nurses who are currently members of the Association will be required as a condition of continued employment during the term of this Agreement to either maintain their membership or contribute a sum equal to the
Association dues to the Hospital Foundation. All nurses covered by this Agreement except college instructors working during the summer months only must, after 30 days from the nurse's first day of work or the effective date of this Agreement, whichever is later, as a condition of continued employment, either become a member of the Association or make a monthly fair share payment.

1.2.1 Fair Share Payment The monthly fair share payment shall be as established by the Association, but in no event shall be greater than the monthly dues paid by members of the Association. Fair share payment shall be made to the Association or, for persons with religious objections, to the Hospital Foundation.

1.2.2 Dues Deduction The Hospital will deduct Association membership dues or fair share contributions from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Hospital. Deductions shall be made monthly and remitted to the Association together with the name of those authorizing deductions.

ARTICLE 2 – ASSOCIATION REPRESENTATIVE

2.1 Access to Premises Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Hospital for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that the Association's representatives shall, upon arrival at the Hospital, notify the Administrator or designee of the intent to transact Association business and that visitations other than on the day shift shall be after notification in advance to the Administrator or designee during normal office hours. Transaction of any business shall be conducted in an appropriate location subject to general Hospital rules applicable to non-employees and shall not interfere with the work of the employees.

2.2 Bulletin Boards The Hospital shall provide to nurses a reserved section of the main employee bulletin board for their exclusive use for Association business. In addition, the Association may contact the Unit Managers for permission to post a notice of official Association business on a unit bulletin board and such permission will not be
unreasonably refused. The Association will be responsible to see that such notices are removed from the bulletin boards when they have served their purpose.

2.3 Bargaining Unit Rosters The Hospital will provide the Association and Bargaining Unit Chairperson and Membership Chairperson, monthly, with a list of all new hires and terminations, including their names, addresses, RN numbers, date of hire, position and status of employment, and rates of pay. The Hospital will provide the Association every three months a complete list of the Bargaining unit membership, including names, addresses, telephone numbers, RN License numbers, and dates of hire.

2.4 Association Representative Rosters The Association shall provide the Hospital with a list of committee members, chairpersons and other representatives and notify the Hospital of any modifications to such list as they occur.

2.5 Orientation of Newly Hired Nurses The Association will be allowed 30 minutes during Nursing Orientation and this time will be used only to provide newly hired RNs with a copy of the Collective Bargaining Agreement, membership packet, and orientation to the provisions of the existing contract. The Hospital is entitled to attend and respond to the Association presentation. The Hospital will provide the Association with notice of all scheduled orientations in a timely fashion.

2.6 Distribution of Association Materials The Hospital will make available to bargaining unit nurses in the Human Resource Office membership informational materials, including a copy of this Agreement provided by the Association. The Hospital will share 50% of the cost associated with publishing the labor agreement up to a cap of $5,000, which includes copies for the St. Charles–Bend leadership team.

2.7 Meetings with Management When management requests an ONA representative participate in a meeting or work group, the ONA representative will be paid their regular straight time rate minus differentials.
ARTICLE 3 – EMPLOYEE DEFINITIONS

3.1 Nurse  Registered professional nurse currently licensed to practice professional nursing in Oregon.

3.2 General Duty Nurse  Responsible for the direct or indirect total care of the patient.

3.3 Charge Nurse  A general duty nurse who has been awarded a position with additional duties to assist the unit leadership in the administration of an organized nursing unit, but does not carry a 24 hour responsibility for the unit.

3.4 Relief Charge Nurse  A general duty nurse who has been assigned by the Hospital to replace the charge nurse on a temporary basis.

3.5 Specialty Coordinator A nurse who has been awarded a position to coordinate the nurse-provided services (i.e., provide technical expertise in a specific area, purchasing equipment, educational liaison for staff, coordination and integration of nursing’s clinical needs, coordination of services with physicians) in a specialty area. A specialty coordinator will not be counted as part of the normal staffing complement while performing this project function. The department supervisor/manager/director may interrupt these project functions as required.

3.6 Regular Full-Time Nurse  Any nurse in a position which is regularly scheduled for 40 hours per week or 80 hours per pay period. Nurses in positions which are regularly scheduled for 36 hours in a week on 12 hour shifts shall be considered full-time nurses.

3.7 Regular Part-Time Nurse  Any nurse in a position that is regularly scheduled for less than 40 hours per week but more than 10 hours per week.

3.8 Relief Nurse  A nurse employed in a relief position, utilized on an intermittent basis as needed.

3.8.1 Retiree Relief Nurse  A nurse employed in a relief position that prior to moving into the Retiree Relief Nurse position must meet the following
requirements: 20 years’ service as defined in Article 11.1, age eligible for 403B retirement, and be in a regular benefited position per Article 3 at the time of transfer into the Retiree Relief Nurse position. The Retiree Relief Nurse will be required to meet the requirements of Article 7.11.

3.9 Temporary Position A position having a duration of four months or less. After four months, the Hospital will review the need for the position to determine if the temporary status should be continued for up to an additional two months or if the position should be eliminated or posted as a regular position. A temporary position extension shall require mutual agreement between the Association and the Hospital.

3.10 Seasonal Nurse A nurse who works for a specific length of time during the year. This can be up to 12 continuous weeks per 12 month rolling calendar. The time period may be extended to up to another 12 weeks in four week increments with joint approval. All seasonal positions will be posted, and nurses will be selected according to applicable contract language.

Seasonal nurses have an obligation to schedule to work available shifts as determined by the Hospital. Seasonal positions are offered at the sole discretion of the employer, and if a seasonal position is no longer needed in the Department the position will be ended.

ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY

4.1 Nondiscrimination The Hospital shall continue its present policy that it complies with all discrimination laws pertaining to employment in hiring, placement, promotion, salary determination or other terms of employment of nurses employed in job classifications covered by this Agreement. The Hospital and Association will work cooperatively as required by the Americans with Disabilities Act (ADA) to meet their joint obligation to accommodate employees with disabilities.

4.2 Association Membership and Activities There shall be no discrimination by the Hospital against any nurse on account of membership in or lawful activity on behalf of the Association, provided it does not interfere with normal Hospital routine or the nurse’s duties or those of other Hospital employees.
ARTICLE 5 – EMPLOYMENT STATUS

5.1 Discipline and Discharge The Hospital shall have the right to hire, suspend, discharge, promote, transfer, and discipline nurses for just cause.

5.1.1 Association Representation A nurse shall have the right to have a representative of the Association accompany him/her to any meeting with the Hospital when he/she reasonably believes that such meeting may result in a disciplinary action.

5.1.2 Employee Response Nurses shall have the right to respond in writing to disciplinary notices and have that response incorporated into the record.

5.1.3 Confidentiality All disciplinary matters shall remain confidential between the nurse, the nurse’s representative(s) and cognizant Hospital management.

5.1.4 Progressive Discipline The form of disciplinary action taken may vary depending upon the nature and severity of the infraction and any mitigating circumstances. When appropriate, disciplinary action follows a progressive method by using increasingly stronger action, and may include one or more of the following: verbal warning, written warning, delay of step increase, probation with final written warning, or discharge. Disciplinary action on successive offenses may be less severe, parallel or progressive, depending on the nature and relationship between the offenses. A performance improvement action plan can be developed in conjunction with a disciplinary action as well as at other times.

5.1.5 Disciplinary Documentation All disciplinary action shall be recorded in writing. The verbal warning is documented in the chronological record. More severe steps of discipline shall be documented in the personnel file. A copy of the discipline documentation shall be provided to the nurse receiving the discipline at the time it is administered.
5.1.6 Administrative Leave Pending Investigation  A nurse may be placed on administrative leave pending investigation in the event of an allegation of serious misconduct. The Hospital will notify the nurse of his or her right to consult with the Association. The Hospital will also forward the name of any nurse who is placed on administrative leave to the Association when such leave is initiated. The Hospital shall make every effort to conclude the investigation within fourteen (14) calendar days or as soon as reasonably possible given the circumstances. Determination of the appropriate discipline in compliance with this article shall be made at the completion of the investigation. If the nurse is exonerated of misconduct or given a verbal or written corrective action, the nurse will be made whole for wages and benefits for the administrative leave period. If the nurse is placed on administrative leave or discharged for just cause, the nurse will not receive pay or ETO accrual for the administrative leave period. If the nurse is given a final written warning, the administrative leave may or may not be paid, depending on the severity of misconduct.

5.2 Introductory Nurses

5.2.1 Introductory Period  Nurses employed by the Hospital shall become regular employees after they have been continuously employed for a period of 90 consecutive calendar days except that if a relief nurse has not worked a minimum of 300 hours during that 90 day period, then the nurse's introductory period shall continue until the 300 hours have been worked. The introductory period for seasonal nurses will be the first 80 hours worked.

5.2.2 Introductory Discipline and Termination  Any nurse terminated during the introductory period shall be given the specific reasons therefore in writing and shall have been previously coached on their deficiencies. The standard for the discipline or discharge of an introductory period nurse is that such action shall not be arbitrary or capricious.

5.3 Notice of Resignation  All regular nurses shall give the Hospital not less than 21 calendar days' notice of intended resignation but shall be allowed to continue on their regular job assignment unless otherwise agreed to by the nurse. Failure to give such notice shall constitute forfeiture of accrued fringe benefits otherwise payable upon
termination at a rate of the difference between 21 calendar days and the number of working days of advance notice given at the nurse’s regular rate of pay, eight hours per such working day.

5.4 Notice of Termination The Hospital shall give regular nurses 21 calendar days’ notice of the termination of their employment, or if less notice is given, the difference between 21 calendar days and the number of working days of advance notice shall be paid to the nurse at his/her regular rate of pay, eight hours per such working day; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of nursing ethics or gross misconduct.

5.5 Exit Interviews Each nurse leaving the employment of the Hospital shall be required to report for a termination or exit interview by the Human Resources Department. A nurse shall, if the nurse so requests, be granted an interview upon termination of their employment with the Chairperson of the Professional Nursing Care Committee (“PNCC”).

5.6 Personnel Records Personnel record information shall be made available in accordance with state and federal law.

5.6.1 Evaluations Each nurse shall be evaluated by a supervisor/manager/director. Clinical nursing skills shall be reviewed and assessed by an RN with clinical expertise. The supervisor/manager/director has sole responsibility for the outcome of the evaluation.

5.7 Chronological Records

5.7.1 Definition Chronological records are maintained on the unit to document specific events or issues related to a nurse’s performance. Entries are not considered discipline unless documented as a verbal warning under section 5.1.5.

5.7.2 Use A chronological record that documents performance may result in an entry in the nurse's personnel evaluation or a disciplinary action. An evaluation or discipline will not be based on a chronological record that was
purged before the evaluation or discipline was given. The Hospital may refer to prior evaluations.

5.7.3 Notice The nurse will be notified promptly when a chronological record reflecting a performance concern is written. The chronological record is available for the nurse to review and to respond.

5.7.4 Purging Chronological records shall be purged from the nurse's records after one year if there has been no repeat occurrence of a similar nature.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 Intent It is the intent of the parties that grievances be adjusted informally wherever possible and at the first level of supervision. Further, it is the intent of the Parties that grievances be heard by a different Hospital representative at each step of the process. Both parties recognize the individual rights of employees to present grievances as provided for in section 9(a) of the National Labor Relations Act.

6.2 When Applicable Whenever a nurse feels dissatisfied in connection with the interpretation and the application of the provisions of this Agreement, the nurse may present a grievance in accordance with the procedures set forth in this Article. A nurse past the initial introductory period who feels he/she has been suspended, disciplined or discharged without proper cause may invoke the grievance procedure.

6.3 Grievance Procedure

Step One If an employee has a grievance that has not been settled informally, the matter shall be reduced to writing indicating the employee's understanding of the dispute and of the provisions of the Agreement that have allegedly been violated. The grievance shall be presented to the immediate supervisor, with a good faith effort to copy Human Resources, within 14 calendar days from when the employee became aware or reasonably should have been aware of the event constituting the grievance. The immediate supervisor shall meet with the grievant and, at the grievant's option, an Association Representative within 10 calendar days of the filing of the grievance. Together they shall attempt to resolve the grievance. The
immediate supervisor shall give a written decision to the grievant, and a copy to the Association, within five calendar days after the meeting.

**Step Two**

If the grievance is not settled in Step One, it may be appealed in writing by the grievant, or with the grievant's concurrence by the Association, to the Chief Nurse Officer within seven calendar days from receipt of the written decision referred to in Step One.

The Chief Nurse Officer or designee shall meet with the Association Representative and the grievant within 10 calendar days of the receipt of the appeal and together they shall attempt to resolve the grievance. The Chief Nurse Officer or designee shall give a written decision to the grievant, with a copy to the Association, within seven calendar days after the meeting. If the parties are unable to resolve the grievance within three calendar days following receipt by the Association of the written decision, the decision may be appealed in writing by the grievant or the Association to the St. Charles Medical Center Bend CEO or designee and may copy the SCHS President within seven calendar days thereafter.

**Step Three**

The St. Charles Medical Center Bend CEO or designee shall meet with the grievant and the Association Representative within 10 calendar days of the receipt of the appeal. The St. Charles Medical Center Bend CEO or designee shall also review the case with the Unit manager/Nurse Executive. The St. Charles Medical Center Bend CEO or designee shall give a written decision to the grievant and the Association Representative within seven calendar days after the meeting. The Association shall have 15 calendar days from receipt of the written decision to refer the decision to Arbitration.

**6.4 Association Grievance**

Grievances filed affecting two or more signatory employees and involving the interpretation and/or application of a provision of this Agreement must be presented by the ONA Labor Relations Representative or Bargaining Unit Chair or Vice-Chair or Grievance Chair and will be filed at Step Two of
the grievance procedure subject to the initial 14 calendar day period from the event constituting the grievance.

6.5 Timeliness The time limits contained in this procedure may be extended by mutual written agreement of the Hospital and the Association. Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

6.6 Discharge Grievances All discharge grievances shall be referred immediately to Step Two of the grievance procedure and shall be filed within seven calendar days of the effective date of discharge.

6.7 Arbitration Procedure

A. Within seven calendar days following receipt of the Association's notice of intent to arbitrate, the parties shall meet to try to mutually agree upon the selection of an arbitrator. If the parties cannot agree upon the selection of an arbitrator within the seven calendar day period, the parties agree to select an arbitrator from a list of at least five persons submitted by the Federal Mediation and Conciliation Service. A selection from the list shall be made within seven calendar days of receipt of the list.

B. Selection of an arbitrator from a list may be by mutual agreement between the parties or by alternately striking one name each from the list until one is left. The first strike shall be determined by the flip of a coin.

C. The arbitrator's decision shall be final and binding upon the Hospital and the Association, provided, however, that the arbitrator shall not, without specific written agreement of the Hospital and the Association with respect to the arbitration proceeding before him/her, be authorized to add to, detract from, or in any way alter the provisions of this Agreement.

D. The arbitrator's fee and all joint incidental expenses of the arbitration shall be borne by the parties. However, each party shall bear the expense of presenting its own case.
ARTICLE 7 – HOURS OF WORK

7.1 Workweek For nurses who normally work an eight (8) hour shift, the basic work period shall be 80 hours in a two week payroll period beginning Sunday at 0300. For nurses who normally work a longer shift or a combination of shifts, the basic work period shall be 40 hours in a seven day week beginning Sunday at 0300. If the start of a shift occurs during a particular workweek then all hours during that shift will count toward that particular workweek.

7.2 Workday Each regular full-time and part-time bargaining unit position will have a designated basic workday, which shall be eight hours, nine hours, 10 hours, 11 hours, or 12 hours plus one-half hour meal period on the nurse’s own time.

7.2.1 Variable Shift/Unit Position The Hospital may fill regular full-time or regular part-time bargaining unit positions that may be scheduled to regularly work a combination of different shifts and units, however, only to a maximum of two positions per unit. The positions’ schedule shall allow for at least forty eight (48) hours off when a change between evening/day shifts is made and seventy two (72) hours off when a change between day/night or night/day is made.

7.2.2 Short Shift The Hospital may post and fill regularly scheduled part-time bargaining unit positions consisting of shift lengths of either four or six hours duration on a limited basis.

1. A maximum of four short shift positions may be scheduled in each nursing unit per day.

2. The position will not be posted for more than five shifts per workweek. However, by mutual agreement between the nurse and the Hospital, a nurse can be scheduled for more than five shifts per workweek. Either the Hospital or the nurse can withdraw consent two weeks before the schedule is posted.

3. Short shift nurses shall be included in the low census rotation.
4. Combinations of short and regular shift durations shall not occur without mutual agreement between the nurse, the Hospital and the Association.

The Hospital and the Association agree to jointly review the impact of each short shift position within six months of its being filled, and may review at Association’s request thereafter. The parties are to review the position’s impact on patient care, break relief, low census rotation, replacement staffing, and other staffing and scheduling practices in the unit.

7.3 Alternate Work Schedules The parties agree to consider alternate work schedules and/or position modifications suggested by nurses or the administration that would require modification of this Agreement. Preliminary requests will be referred by the Hospital to the Association for review and discussion. Alternate work schedules or position modifications may be permitted following mutual agreement between the parties.

7.4 Shift Length Alternative Notwithstanding sections 7.2 and 7.3, the Hospital and a nurse can agree that the nurse's position will be scheduled for two different standard shift durations (eight, nine, 10, 11 or 12 hours). The nurse's starting and stopping times shall remain approximately the same as the original schedule of the position, with only sufficient alteration to accommodate the varying shift lengths of the new schedule. Either the Hospital or the nurse can withdraw agreement to the alternate schedule upon two weeks' written notice prior to the posting of the work schedule, in which case the position reverts to the original designated workday and schedule. If the nurse vacates the position, it shall revert to its original designated basic workday and will not be posted with different shift durations, unless the Hospital and Association agree to a position modification under section 7.3.

7.5 Weekend Work As a normal practice, the Hospital will schedule the nurse for every other weekend off.

7.5.1 Weekend Definition The weekend shall be defined as the 48 hour period from 2300 Friday to 2300 Sunday, except that in units with mixed shifts (e.g., both eight- and 12-hour shifts), the weekend for a night shift nurse's
position is either Friday/Saturday or Saturday/Sunday, as designated by the Hospital for that position.

7.5.2 Weekend Work Exemption  Regular full-time nurses who have been continuously employed full-time for more than 12 years may apply for and shall be scheduled for every weekend off. This provision can be waived by the nurse. It can be waived by the Hospital if allowing the 12 year nurse to have every weekend off would constitute a serious scheduling difficulty. If the Hospital waives this provision and the nurse is scheduled for weekends, the nurse is entitled to 24 hours additional paid time off as provided in Article 9. If the nurse waives this provision and chooses to work every other weekend he/she will not be eligible for the additional 24 hours of ETO.

7.6 Work Authorization  Work in excess of the basic workday or workweek must be properly authorized in advance, except in emergency.

7.7 Rest and Meal Periods  The Hospital, the Association, and the bargaining unit nurses have a mutual interest in nurses taking their meal and rest breaks. The Hospital is responsible for providing rest breaks and meal periods; it is the nurse’s responsibility to take them. Accurate reporting of a missed meal period or rest break is not a basis for disciplinary action.

One 15 minute paid rest period shall be allowed for each four hour period of employment, and one 30 minute meal period on the nurse’s own time. The Hospital will comply with all legal requirements with respect to meals and breaks if not otherwise provided in this agreement, with the understanding that all exceptions to such legal requirements must be permissible under the law. To ensure compliance with all legal requirements with respect to meal and break periods, the Hospital will provide adequate staffing, which shall be reflected in the unit based plan described in sub-part F below. The Hospital will work with the Association and nurses to accommodate nurses’ needs and legal requirements with respect to meals and breaks as long as all accommodations are either in accordance with or permissible under state and federal law.
A. When possible, meal breaks will be taken during the following working hours:
   For eight hour shifts between the third and sixth working hour
   For nine hour shifts between the third and seventh working hour
   For 10 hour shifts between the fourth and eighth working hour
   For 12 hour shifts between the fourth and ninth working hour

B. When possible meal breaks will be scheduled by mutual agreement; management reserves the right to assign break time.

C. All other provisions regarding meal and/or rest breaks contained in the labor contract, work instructions, or Bureau of Labor and Industries regulations will apply.

D. It is the intention of the Hospital to provide rest and meal breaks separate from each other. The option to combine one rest break with the meal break will be allowed when mutually agreed upon. Patient care and unit staffing will be the primary consideration when combining one rest break and the meal break. The combination of one rest break and meal break will be administered on a unit by unit and/or shift by shift basis.

E. The Parties agree that the provision of rest breaks and meal periods is best addressed by unit-based decisions where the affected nurses and nursing leadership are involved in creative and flexible approaches.

F. Each unit has the flexibility to develop a written plan for providing nurses with rest and meal periods set forth in this section, subject to the following:
   1. The unit based plan will be developed and implemented within six (6) months of ratification of this Agreement.
   2. The plan must have the agreement of the unit manager.
   3. Nurses will follow the methodology outlined in the unit plan.
4. If a nurse anticipates that he or she will be unable to take a meal period or rest break, the nurse will inform the charge nurse (or supervisor, if the charge nurse is not available) as soon as possible. The charge nurse, supervisor or manager will make reasonable efforts to provide the nurse with such break(s) or meal period. Charge nurses who are encountering difficulties with providing meal and rest breaks to nurses on their unit will notify their manager or designee in a timely manner.

5. Each unit will review its written plan no less than annually to determine whether revision to the plan is necessary. Such necessary revisions will take place with input from the nurses on that unit. Each annual review will include a list of practices on the unit that have been successful in allowing nurses to regularly receive meal periods and breaks, as well as any challenges. The Bend Staffing Committee will maintain a list of unit based plans’ successful practices on meal periods and rest breaks in the different units throughout the Hospital.

7.8 Work Schedules Work schedules shall be prepared for a four week period and will be posted at least two weeks before the start of the four week schedule period. A full-time or part-time nurse will not be regularly scheduled to work different hours than established for the nurse's position. After a schedule is posted, the Hospital and affected nurse will confer in an attempt to reach mutual agreement about any alteration of the nurse's schedule, except under section 11.11. If mutual agreement cannot be reached, consistent with the Hospital's current practice, a nurse's schedule shall not be altered except in an emergency.

7.8.1 Self Scheduling Nursing departments will have the opportunity to request a self-scheduling trial period by submitting the request to the Hospital Staffing Committee. Both department leadership and nurses must mutually agree to request a self-scheduling trial period for their specific nursing unit. The Staffing Committee will review the request and will make a determination on whether to approve the request and set forth the terms and conditions of the trial period. The self-scheduling will be facilitated by a RN appointed by peers and approved by the department leadership. The self-scheduling guidelines will be established jointly by nurses and management. At a minimum the self-scheduling guidelines
will include scheduling to levels as defined by the staffing plan that assures predetermined core level of staffing, while minimizing call off and overtime/premium. The ICU day and night shifts will continue self-scheduling for all regular part- and full-time RNs and for relief RNs. The ED will continue to provide self-scheduling specifically for the night shift. Self-scheduling may be modified by mutual agreement or discontinued by either Party with 30 days of notice.

7.9 Time-Sheet Records A readily accessible record of a nurse's time worked on a daily and work period basis shall be available to the nurse on the nursing unit. A hard copy of the daily and work period record shall be readily available to the nurse.

7.9.1 Timekeeping Attestation Process The intent of the attestation system is to gather data that can be used to improve processes within the Hospital. Nurses are expected to accurately report all time worked.

7.10 Report Pay Nurses who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any nursing work to which they may be assigned, provided the nurse has received proper orientation to that unit. When the Hospital is unable to utilize such nurse, the nurse may elect to take the day off without pay or work and be paid an amount equivalent to one half of the hours the nurse was scheduled to work times the straight time hourly rate plus applicable shift differential, provided, however, that nurses scheduled to work less than four hours on such date shall be paid for their regularly scheduled number of hours of work. The provisions of this section shall not apply if the lack of work is not within the control of the Hospital or if the Hospital makes a reasonable effort to notify the nurse by telephone not to report to work at least two hours before the scheduled time to work. It shall be the responsibility of nurses to notify the Hospital of their current address and telephone number.

Reporting an Unscheduled Absence
Nurses are required to notify the Hospital per their Department guidelines as far in advance of their unscheduled absence as possible, but not less than 2.5 hours in advance of the start of their scheduled shift if they will not be able to report to work.
7.11 Relief Nurse Work Requirements

7.11.1 Relief Nurses Hired On or After October 1, 2004  Relief nurses (last hired on or after October 1, 2004) may be hired and required to work specific shifts (including 12 hour and/or eight hour PMs only, nights only, days only, both PMs and nights, both days and nights, both days and PMs, or a combination of all three) and/or in specific units. A relief nurse last hired on or after October 1, 2004, must comply with the following requirements during the time that the relief nurse is actively employed by the Hospital:

7.11.1.1 Minimum Number of Hours  A relief nurse must schedule to work available shifts, as determined by the Hospital, in the nurse's unit (or if the nurse has more than one unit, then in each of the nurse's units) and that the nurse has been hired to work which total at least four shifts for 12 hour nurses and five shifts for eight hour nurses per four week schedule period (28 days).

7.11.1.2 Weekends Hours  Relief nurses must schedule to work every third weekend in the nurse's unit (or if the nurse has more than one unit, then in each of the nurse's units) provided that the unit schedules weekend shifts.

7.11.1.3 Holidays  Relief nurses must schedule to work at least one holiday in the nurse's unit (or if the nurse has more than one unit, then in each of the nurse's units) (from New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Christmas Eve). The holiday will be scheduled by the Hospital, with input from the relief nurse, but the nurse will not be required to repeatedly work the same holiday. Every other year, the relief nurse must be available for one of the following: Thanksgiving Day, Christmas Eve, or Christmas Day based on the needs of the unit.

7.11.1.4 Intermittent or Seasonal Time Off  When feasible, as determined by the Hospital, a relief nurse upon request shall be granted inactive employment status as an encouragement to maintain the nurse's
long-term employment relationship. This status shall be made available to relief nurses on an equitable basis.

7.11.1.5 Relief Nurses Working Multiple Departments  Relief nurses choosing to work as a relief nurse in multiple units will have two options.

1. The relief nurse can choose to have a dedicated relief position on each unit. They will be required to meet the obligations in Articles 7.11.1.1; 7.11.1.2; and 7.11.1.3 for each unit they have a dedicated relief position in.

2. The relief nurse can choose to take a relief nurse position in the Patient Care Support Department, and will be required to only meet the obligations of 7.11.1.1, 7.11.1.2 and 7.11.1.3 for the Patient Care Support Department.

However, nothing in this section requires a nurse who occasionally picks up an extra shift beyond their required core obligations, in another unit at the Hospital’s request, to meet these obligations in the additional unit.

7.11.1.6 Position Review  At the request of the Association, the Hospital and the Association will review the staffing pattern and the utilization of relief nurses in a unit and will consult as to whether additional regular full-time or part-time positions should be posted. Factors to be considered include the number of relief hours being used and an evaluation of the continued need for that level of nursing hours in the unit. The Hospital agrees that relief nurses should not be used in lieu of posting a new regular part-time or full-time position simply to avoid the expense of fringe benefits.

7.12 Standby  A nurse placed on standby by the Hospital is required to be available to report to work upon short notice to meet potential staffing needs.
7.12.1 Scheduling Guidelines  The Hospital will provide the Association with a written description of current unit guidelines regarding the scheduling and utilization of standby time. The guidelines are to include the required number of standby hours, if any, per nurse per posted cycle. The guidelines for a unit will be made available to the nurses in the unit.

7.12.2 Required Standby  The Hospital will notify and bargain with the Association before either establishing a standby requirement in a unit where standby is not currently mandatory or changing the standby guidelines in a unit to increase the number of mandatory standby hours.

7.13 Extra Work Scheduling  The Hospital will schedule extra available work in a unit on an equitable basis among full-time, part-time and relief nurses. Prior to the schedule being posted, relief nurses are first offered available shifts up to 36 hours per pay period. Any remaining open shifts are offered to relief, part-time, and full-time nurses on an equitable basis. After the schedule is posted, priority is given first to full-time and part-time nurses who have been called off and need the hours to maintain their positioned hours, and next to relief nurses who have not worked enough (which varies between units, but is shifts which total at least 36 hours) in the four-week period immediately prior to the posting of a work schedule to ensure that they maintain the necessary skill level. The Hospital agrees that such extra work assignments shall not be used in lieu of posting new positions. This provision does not prevent the Hospital from first offering extra work to a qualified nurse who will not be in overtime or premium pay status by accepting the extra work.

7.14 Consecutive Work Hour Limitation  Nurses shall not work more than 16 consecutive hours.

7.15 Charge Nurse Assignment

7.15.1 Unit Assignment  The Hospital will continue its current practice of having a charge nurse and/or supervisors/managers/directors on the day, evening and night shifts in each nursing unit that regularly has at least three scheduled nurses. The staffing committee will be used to determine any future changes in the number of charge nurses.
7.15.2 Guidelines  Charge nurses and relief charge nurses shall have written patient assignment guidelines established in each nursing unit by nursing management in collaboration with charge nurses and each unit's UPC. These guidelines will be available to all staff nurses.

7.16 Floating  A nurse may volunteer to be temporarily assigned (floated) for his or her full or partial shift to another nursing unit. If there is no qualified volunteer and no reasonable alternative, a nurse may be required to float on an equitable rotational basis (between scheduled qualified nurses within the unit). If a nurse has been cross trained or floated to a specialty unit in the last six months, they may equitably float out of turn. If a nurse volunteers to cross train to another unit outside their specialty, they may be required to float out of turn for a period of twelve (12) months. When a nurse is floated from his/her unit, this will not be counted as a “call off” (Article 11.11.1).

Floating standards will be developed with input from each unit’s UPC. The standards will include full assignment, light assignment, and supplemental assistance.

7.16.1 Float Exceptions  Nurses regularly scheduled in a unit requiring mandatory standby scheduling shall not be required to float outside their unit or area without the nurse's prior consent, unless there is no other reasonable alternative to meet urgent patient care needs and is for as short a time as possible.

7.16.2 Supplemental Assistance  If a nurse floats to a unit in which he/she has not worked or been oriented within six months, and the nurse feels he/she is inadequately prepared for the initial assignment, the nurse and manager, or designee, will confer in good faith on a safe alternative to the initial assignment for the nurse on that unit. Although the nurse and manager must reach a reasonable mutual agreement on a safe alternative assignment performing registered nurse duties on that unit, the nurse shall not be required to assume primary responsibility for patients on that unit if he or she in his or her professional self-assessment does not feel competent to assume these responsibilities.
7.16.3 Return to Unit  To ensure continuity of care for the patient, it is the intent that a regularly scheduled nurse floated from his/her unit will finish his/her assignment in the unit they floated to. A regularly scheduled nurse floated from his/her unit may be returned to his/her home unit if their skills are needed for patient care, as determined by house supervisor/management utilizing unit guidelines and/or charge nurse request.

Four hour assignments will be minimized to maximize continuity of care and foster a safe environment for patients/families/caregivers.

ARTICLE 8 – COMPENSATION

8.1 Wage Rates  Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A. Nurses' compensation shall be computed on the basis of hours compensated.

8.2 Progression  Nurses move to a higher step at the beginning of the pay period closest to their anniversary date. They move to Steps 7 and 9 at the beginning of the pay period closest to their second anniversary at the prior step and to Steps 12, 15, 18, 21 at the beginning of the pay period closest to their third anniversary at the prior step and Step 25 at the beginning of the pay period closest to their fourth anniversary at the prior step.

8.3 Credit for Prior Experience  As a new employee of the Hospital, new nurses shall be given up to a maximum of the seventh step credit for equivalent relevant past experience as a registered nurse at other similar institutions in determining appropriate placement in the compensation plan. When requested by the new nurse within 90 calendar days after beginning work, the PNCC and the Hospital shall jointly review and assess the nurse's prior professional work experience upon which the advanced step placement was based. In addition, the Hospital may approve an initial placement at a higher step when it deems appropriate. If a nurse is rehired within one year of termination into the same unit where employed at the time of termination, the nurse will be placed in the nurse's former compensation step. The units of Orthopedics, Surgical, and Medical are considered the same unit.
8.4 Merit and Bonus Pay  The Association recognizes this Agreement to be the minimum standards of employment. This Agreement should not be construed to limit management's right to reward an individual nurse’s performance over and above the prescribed conditions called for in this Agreement. If requested by the Association, the Hospital will provide a list of wage increases and bonus compensation awarded under this provision.

8.5 Premium and Overtime Pay  Whenever time and one-half as premium or overtime is payable for hours worked under one provision of this Article, those hours will not be considered again for determination of premium or overtime pay under another category.

8.5.1 Overtime  Overtime compensation will be paid at 1.5 times the nurse’s regular straight-time hourly rate of pay for hours worked in excess of:

A. 40 hours in each workweek of seven consecutive days beginning on Sunday at 0700 for nurses whose regular shift is more than eight hours, or who are regularly scheduled for both eight hour and longer shifts.

B. 80 hours in each pay period of 14 consecutive days beginning on Sunday at 0700 for nurses whose regular shift is eight hours.

8.5.2 Premium Pay  Premium pay at the rate of time and one-half will be paid for extra hours worked as follows:

A. Regular part-time and full-time positions with shifts of eight or more hours. Premium pay will not be paid for working extra shifts until the nurse works over 72 hours in the pay period; hours worked will include all hours as defined in Article 8.5.3 (a) except if the nurse requests low census call off prior to the start of a shift. Hours counted toward the 72 hours include any regularly scheduled hours, even if those hours are paid at a premium. Provided this requirement has been met, premium pay will be paid for all hours worked in nursing duties outside the hours on the
posted work schedule, including mandatory unit meetings and in-services but not including non-mandatory unit meetings and in-services.

B. For hours worked in excess of the hours the nurse was scheduled to work on a shift of at least eight hours.

C. For all hours worked on a shift if the nurse had 10 or fewer hours off duty between that shift and the immediately prior hours that the nurse worked (not including standby, call-back, and all meeting and education time).

D. For paid staff meetings or paid training programs which are contiguous to the nurse’s work shift. For definition of this item, “contiguous” will mean up to 30 minutes before or after the nurse’s shift.

Premium pay will not be paid under this section 8.5.2 if the nurse requested to work the extra hours. The premium status of the work will be clarified when the nurse agrees to work the extra hours.

8.5.3 Extra Shift Incentive Pay (Critical Need Shift) At management’s discretion, extra shift incentive pay may be offered to a regular full-time or part-time nurse who is requested by the Hospital to fill a critical need shift on short notice. The shift must be scheduled for at least two or more hours in direct hands-on patient care no more than 48 hours before the beginning of the start of the identified shift (this will be extended to two full working days for units that are not open 24/7). The nurse will be compensated at the rate of time and one-half the nurse’s regular hourly rate of pay plus $12 per hour for each hour worked on the shift, provided that the criteria in both A and B below have been met. The extra shift incentive pay will be clarified at the time the nurse agrees to work the extra shift.

A. The nurse worked all scheduled hours during the pay period that includes the extra shift. For purposes of this 8.5.3.A, scheduled ETO, low-census call-off, holiday, education, meeting, orientation, light-duty, administrative time during regular work time, and project time hours will be
considered "worked" time but any jury duty, bereavement leave, workers' compensation leave, ETO not scheduled for the current pay period, and leave without pay will not be considered "worked" time.

B. The nurse has not reduced the nurse's scheduled hours at any time during the 180 day period immediately preceding the date of the extra shift.

Nurses scheduled to work an extra shift per this section 8.5.3 will be guaranteed a minimum of two hours pay if they report to work. However, this provision shall not apply if the Hospital makes a reasonable effort to notify the nurse by telephone not to report to work at least two hours before the scheduled time to work. It shall be the responsibility of the nurses to notify the Hospital of their current address and telephone number. This does not in any way modify any other sections of the agreement, in particular 7.10 Report Pay and 11.11.1 Call Off order.

8.6 Premium Pay for Required Educational Programs  Time that a nurse attends an educational program is considered work time for purposes of determining whether overtime pay rates apply only if the program is required by the Hospital or is mandatory to fulfill position requirements. Weekend premium pay (time and one-half) will not be paid if the mandatory program could be taken at a time that does not result in premium pay.

8.7 Consecutive Weekends  Weekend work is paid at straight time unless one of the provisions below applies or other overtime provisions apply. The premium provisions below shall not apply when the nurse requests such a work schedule.

1. **For regular full-time and part-time nurses scheduled to work every other weekend.** If the nurse is scheduled or called in on an unscheduled weekend, the nurse will be paid for all hours worked on the unscheduled weekend at the rate of 1.5 times (premium pay) the nurse's regular hourly rate of pay.
2. For regular full-time or part-time nurses scheduled to work less than every other weekend. If the nurse is scheduled or called in to work on an unscheduled weekend such that the nurse does not have at least two weekend shifts off during the two-week pay period, the nurse shall be paid for all weekend hours worked over the two-shift maximum at 1.5 times (premium pay) the nurse's regular hourly rate of pay.

8.8 Holiday Pay If a nurse is scheduled or requested by the Hospital to work on any of the following holidays, the nurse will be paid 1.5 times the regular hourly rate of pay for all time worked on such holiday, including applicable differentials:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

8.8.1. Observance of Holidays The observance of recognized holidays will begin at 2300 hours the day preceding the actual holiday, except that the observance of New Year's Day and Christmas Day will begin at 1500 hours of the day preceding the actual holiday and will continue until 2300 hours on the actual holiday.

8.8.2 Overtime or Premium Time on a Holiday When a nurse works any time on a holiday that otherwise would be paid at the overtime rate or a premium rate other than the time and one-half premium described in 8.8 above, the nurse will receive 2.5 times the normal rate of pay instead of the overtime or premium rate.

8.9 Shift Differential

8.9.1 General Rule Shift differential will be paid for each hour that a nurse works during the period defined for evening or night shift differential. The evening shift differential begins at 1500 and ends at 2300. The night shift
differential begins at 2300 and ends at 0700. A nurse working the day or evening shift continues to receive day shift or evening shift pay, respectively, for the half-hour shift overlap period that occurs at the end of the shift from 1500 to 1530 or 2300 to 2330. Applicable shift differential pay shall be included in earned time off, funeral leave, and applicable overtime hours worked. In addition, all time worked when called in from standby will be paid under this general rule and will not be subject to 8.9.2.

**8.9.2 Night Shifts Exceptions** Notwithstanding 8.9.1, a nurse on a standard 12 hour day shift from 0700 to 1930 will not receive evening or night shift differential for those hours. Additionally, a nurse on an eight, nine, or 10 hour night shift that includes 2300 to 0730 and a nurse on a standard 12 hour night shift from 1900 to 0730 will receive night shift differential for the entire shift worked, including day shift hours when the nurse is held over onto the day shift. Charge nurses who are scheduled to begin their shift between 1800-1900 hours will receive night shift differential for the entire shift worked.

**8.9.3 Evening Shift** The evening shift differential will be $2.34 per hour.

**8.9.4 Night Shift** The night shift differential will be $5.34 per hour and $6.89 per hour after two continuous years of employment as a bargaining unit nurse.

**8.10 Standby Compensation** Standby compensation policies for nurses are as follows:

**8.10.1 Standby Rate** Nurses scheduled for standby shall be paid the sum of $5 per hour for each hour of scheduled standby. If a nurse who has been called off and placed on standby is called back to work all or any part of the shift from which the nurse was called off, the nurse will be paid standby compensation as provided in this 8.10.1 and callback pay as provided in 8.10.2 for all hours actually worked.
8.10.2 Callback Pay  Time actually worked while scheduled on standby. Callback shall be compensated at 1.5 times the nurse's regular straight time hourly rate of pay as set forth in Appendix A, in addition to standby compensation.

Callback hours for nurses in the following units will be paid at the rate of 1.75 times the nurse's regular rate of pay: Angio Cath, Cardiac Cath Lab, Dialysis, MDU, OR, PACU, and Radiology.

8.10.3 Minimum Guarantee  Nurses called back from standby shall be guaranteed a minimum of two hours' pay at their applicable hourly rate provided this work is not a continuation of work at the end of the scheduled shift or if the call back time runs into the beginning of a previously scheduled shift.

8.11 Temporary Assignment Pay  A nurse temporarily assigned to a higher position and/or shift shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four hours or more.

8.12 Charge Nurse Pay  $3.50 additional per hour will be paid to Charge RNs for all compensated hours. Charge RNs will not receive charge pay when working extra shifts as a staff nurse outside of their regularly scheduled hours, however they will receive the differential during standby callback hours. Relief Charge Nurses will receive $3.50 for all hours performing Charge RN duties.

8.13 Specialty Coordinator Pay  Add $2.50 per hour to the appropriate general duty nurse compensation for all compensated hours.

8.14 Preceptor Pay  Add $1.75 per hour worked while assigned preceptor duties, except in the case of precepting students on a voluntary basis. Preceptors are subject to low census as specified under section 11.11.

8.15 Advanced Education/Certification Pay  Nurses holding an approved Advanced Certification will be paid 3% above the RN rate. An approved certification list
shall be established by mutual consent between the PNCC and the Nurse Executive or designatee, and shall be updated on an annual basis. Certifications must be related to the practice of nursing within the Hospital. Nurses holding a BSN degree will be paid 4% above the RN rate. Nurses holding a master's degree in nursing will be paid 5% above the RN rate.

Nurses required to have an advanced degree (BSN or MSN) and an Advanced Certification for their position will be paid for their advanced degree at the applicable rate (BSN 4%, MSN 5%) plus 1% for the Advanced Certification.

8.16 Weekend Differential For hours worked on a weekend shift when the nurse is not eligible for time and one-half or greater pay under this Agreement, the nurse will be paid a weekend differential of $1.80 per hour worked.

8.17 Recall Pay When a full- or part-time nurse who is scheduled to work but is placed on low census by Hospital request agrees to be called back to work during that scheduled shift, the nurse shall be paid at a rate of time and one-half the nurse's regular rate of pay for all hours worked, for a minimum of four hours.

8.18 Relief Nurse Pay

8.18.1 Regular Relief Nurse Pay Relief nurses shall receive a premium in lieu of the benefits contained in Article 9, at the rate of 15% of their regular hourly rate of pay. Benefit eligible bargaining unit nurses that hold a secondary relief position are not eligible for relief differential; such nurses shall accrue applicable benefits.

8.18.2 Retiree Relief Nurse Pay Retiree Relief Nurses shall receive a premium in lieu of the benefits contained in Article 9 at the rate of 20% of their regular hourly rate of pay.

8.19 Seasonal Nurse Pay Seasonal nurses will be paid wages according to the current Bend ONA wage schedule based on experience. They will earn the 15% "relief" premium. For all other compensation, such as premium pay etc, they will be treated the same as a relief RN. Seasonal nurses who work additional hours beyond their schedule
shall be eligible for premium pay (Article 8.5.2) but shall not be eligible for extra shift incentive pay (critical needs shift, Article 8.5.3).

**8.20 Time Cards** The Hospital will provide the nurse the ability to access and print their time card for current and previous pay periods.

**ARTICLE 9 – EARNED TIME OFF**

**9.1 General Provisions** Earned time off (ETO) provides compensated time off for absences at times that the nurse would otherwise work. ETO supersedes and is in lieu of provisions for vacations, holidays, and sick leave, except as specifically referred to below. ETO is paid time off from work to be used for any personal absence the nurse wishes in lieu of sick, vacation and holiday in accordance with this Article.

**9.2 Eligibility** All full-time and part-time nurses are eligible for ETO. Relief nurses receive a wage increment of 15% of their regular rate of pay in lieu of ETO benefits.

**9.3 Accrual Rates** Earned Time will accrue from the beginning date of employment at the Hospital as noted below. Except as otherwise provided in this Article, accrual is based on benefit hours. Part-time nurses and nurses who are regularly scheduled for 80 hours per pay period shall accrue and be credited ETO based on benefit hours each pay period. Nurses in positions that are regularly scheduled for 36 hours in a week on 12 hour shifts shall accrue and be credited ETO based on 80 benefit hours per pay period. In addition, these nurses shall be credited ETO on all benefit hours in excess of 80 hours per pay period up to a maximum of 2,080 benefit hours:

1. Annually on the first full pay period following the last pay period of the calendar year.

2. Upon written request by the nurse when the nurse's ETO bank is anticipated to be exhausted of all available hours due to a pending scheduled ETO request or unscheduled emergency/sick ETO. Such requests shall be limited to one time per nurse per calendar quarter. Such requests will be calculated and credited no later than one full pay period following the request.
3. Upon termination of employment.

4. Upon transfer from part- or full-time status to relief status.

5. In each of the subparagraphs noted above, the full-time benefit hours and the benefit hour cap shall be prorated to the closest full pay period for nurses who did not work a full calendar year at the time of the credit calculation. ETO will then be credited based on benefit hours in excess of this prorated amount up to the prorated cap.

9.3.1 Schedule

<table>
<thead>
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<th>Duration of Employment</th>
<th>Earned Leave</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4 years</td>
<td>.0923 hours</td>
<td>384 hours</td>
</tr>
<tr>
<td>5 - 10 years</td>
<td>.1115 hours</td>
<td>464 hours</td>
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<td>10-15 years</td>
<td>.1385 hours</td>
<td>576 hours</td>
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<tr>
<td>15 + years</td>
<td>.15 hours</td>
<td>624 hours</td>
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</tbody>
</table>

9.3.2 Benefit Hours  All hours worked or paid, excluding standby hours, and including for regular part-time and full-time nurses all regularly scheduled hours called off, to a maximum of 2,080 hours per year.

9.4 Maximum Accruals  Nurses will be eligible to accrue up to a two year maximum ETO bank based on his/her years of service and accrual rates as outlined in Article 9.3.

Once a nurse reaches his/her two year maximum ETO, he/she will cease to continue to accrue ETO until his/her ETO balance falls below the maximum amount. One time per year the nurse is eligible for ETO cash out of up to 80 hours of ETO, when the nurse has a balance of at least 192 hours. It will be the nurse’s responsibility to request this cash out one time per calendar year. Maximum accrual for ETO will be prorated for part-time nurses.
9.5 Use of ETO  ETO accrued as of the most recently completed payroll period may be used in accordance with the provisions of this Article, except that time off for vacation purposes may not be taken until successful completion of the introductory period. ETO cannot be used in less than 15 minute increments.

9.6 Requesting and Granting ETO  ETO must, except in unusual circumstances, be requested in writing in advance of the time off desired. Consistent with the Hospital's responsibilities to provide adequate patient care, the Hospital will normally approve said request. Before the schedule is posted, it is the responsibility of the Hospital to find a replacement for a nurse granted ETO. If a replacement is necessary for a nurse who utilizes emergency or sick ETO, it shall also be the Hospital's responsibility to arrange for the replacement. ETO approvals cannot be rescinded by either party without mutual agreement once the ETO is on the posted work schedule. An exception to this will be ETO approval for scheduled time off can be canceled if, after the approval was given, the nurse used so much ETO time for purposes other than call-off, emergency or sick that the nurse will not have sufficient ETO time for the scheduled time off.

The Hospital will develop a tracking system for ETO denials and the data will be available upon request.

9.6.1 Five-Day or Greater Notice  For a period of time off of five days or more, a nurse shall request of the supervisor to schedule time off by submitting a request in writing a maximum of six months in advance of the calendar month in which the initial date of the requested ETO occurs. The Hospital will respond in writing to such request no later than 15 weekdays after the date of the receipt of the request. Preference for available time off will be given to the request received on the earliest date, Monday through Friday. In the event two or more nurses request the same period of time off on the same date, the Hospital will seek to accommodate the requests, but if both requests cannot be accommodated, the senior such nurse shall be given preference. However, the senior nurse cannot exercise this preference more than once in a two year period. The Hospital will continue its practice of circulating request forms for the Christmas, Thanksgiving, and New Year's holidays and rotating time off on those holidays unless the nurses in the unit agree in their unit guidelines to an alternative holiday
scheduling system. If the alternate holiday system cannot reasonably be implemented by the staffing office, the Association and the Hospital shall meet to resolve the problem.

9.6.2 Less than Five-Day Notice  For a period of time off of less than five consecutive days, the nurse shall make the request to the supervisor at least two weeks prior to the date requested. In the event two or more nurses in a unit request the same day(s) off, the Hospital shall seek to accommodate the requests; but, in the event scheduling will not permit, date of request shall be determinative.

9.6.3 Without Prior Notice  A nurse may request ETO without prior approval and on short notice due to emergency or illness, including doctor and dentist appointments and dependent illness in the immediate family, by contacting the department in accordance with departmental procedures.

9.6.4 ETO Prime Time Request Guidelines  Prime time is defined as the time period beginning on Memorial Day and through Labor Day. The following provisions will be applied by the Hospital in responding to requests for ETO time off:

9.6.4.1 Maximum Request Guidelines  During prime time, nurses are encouraged not to request more than three weeks of ETO. This guideline is two weeks in Family Birthing Center, Emergency Room, and the Operating Room. Prime time ETO in excess of that amount will be reviewed on an individual basis.

9.6.4.2 Weekend Limitation  ETO requests for scheduled weekends during prime time will be limited to no more than two.

9.7 Holidays  The Hospital will attempt to rotate holiday work.

9.7.1 For departments that are closed on a holiday, a nurse has the following options if not scheduled or requested to work on any of the holidays specified in section 8.8:
1. Take the day off and use all or part of it as ETO.

2. Take the day off and save ETO for later use.

9.7.2 Nurses in departments that are open on a holiday, specified in Section 8.8, will be required to use ETO if they are off on the holiday except as follows. Nurses that do not work on the holiday will have the option to use ETO or not use ETO if all of the following apply:

* The nurse did not request the holiday off as their first choice and the unit was open, and
* It is the nurse’s regularly scheduled day of work, and
* The nurse was not scheduled for their full FTE hours for the two week pay period in which the holiday occurred.

9.8 Time off Without Pay  Time off without pay, other than approved leaves of absence without pay, may be used in lieu of ETO only when scheduled in advance and approved by the nurse's supervisor/manager/director. When requests for scheduled time off conflict with staffing requirements on a unit, preference will be given to ETO requests over requests for time off without pay.

9.8.1 Unpaid Rest Time Off  A nurse who works excessive hours or repeated shifts above their scheduled hours will be granted unpaid rest time off at the nurse's request.

9.8.2 No Reduction of Benefits  Full-time nurses will not suffer any reduction in the accruals of time-off benefits for approved incidental absences.

9.8.3 Low Census Optional Use  ETO may or may not be used, at the discretion of the nurse, to supplement loss of scheduled work time because of low census.
9.9 ETO Unit Guidelines  By consensus, the nurses and the supervisor/manager/director in a unit may develop additional ETO unit guidelines, including seasonal and holiday requirements, or may agree to modify the above guidelines. These additional or modified guidelines that can be reasonably implemented will be approved by the Patient Care Support office. If these additional or modified ETO unit guidelines cannot reasonably be implemented, and upon request by the Association, the Association and the Hospital shall meet to resolve the problem. The Patient Care Support office can give approval with the condition that the unit will be responsible for administering the additional or modified guidelines. A copy of any additional or modified guidelines will be maintained in writing on the unit and in the Patient Care Support office and will be given to the Association.

9.10 ETO Granted by Minimum Staffing Standards  The Hospital will provide to each nursing unit and the Association a listing of the number of positions or hours that are established as the minimum staffing for the unit, by day and shift, and any changes to that list resulting from the review of patient acuity and census data that the Hospital typically conducts at least on a semiannual basis. ETO requests which are submitted before the schedule is posted will be granted or denied based on those minimum staffing standards. Staffing levels will be routinely evaluated and adjusted in an effort to provide ETO coverage while meeting patient care needs. In exceptional situations (for example, if the nurse's absence potentially would result in an unsafe patient care situation, if the nurse's presence is critical for an activity such as a review by the Joint Commission for the Accreditation of Hospitals, or if the nurse has a special critical assignment personal to that nurse), the lack of a replacement may necessitate the denial of an ETO request that does not reduce staffing below the established minimum, but the Hospital will make every reasonable effort to avoid such situations.

9.11 Payment of ETO

9.11.1 Rate  ETO will be compensated at the nurse's regular hourly rate of pay, including applicable differentials.

9.11.2 Upon Termination  When a nurse's employment terminates by dismissal, or a nurse resigns with proper notice, earned but unused ETO will be
paid to the nurse on the last paycheck. When a nurse is on layoff, the nurse can use accrued but unused ETO to maintain the nurse's normal income until ETO is exhausted.

9.11.3 Movement to a Relief Position  When a regular nurse transfers to a relief position, accrued but unused ETO hours will be paid to the nurse based on the nurse's regular rate of pay (without regard to the relief differential in section 8.18) within 12 months. Within 12 months, the payout will be made in one or two pay periods, as requested by the nurse.

ARTICLE 10 – LEAVES OF ABSENCE

10.1 General Provisions  Leaves of absence may be granted at the option of the Hospital for good cause shown when applied for in writing as far in advance of such requested leave as possible, specifying beginning and ending dates for such leave. Leaves of absence will be granted only in writing.

10.1.1 Non-Accrual of Service or Benefits  A nurse will not lose previously accrued benefits as provided in this Agreement, but will not accrue additional benefits during the term of a properly authorized leave of absence.

10.1.2 Use of ETO  Use of ETO shall, except in extraordinary circumstances, be required to be utilized concurrently as part of a leave of absence that is otherwise unpaid. For purposes of FMLA/OFLA, paid time off shall be required to be utilized concurrently during the FMLA/OFLA period of time. If a nurse exhausts their remaining ETO, they may request and be granted a one week leave of absence to cover their previously scheduled vacation.

10.2 Mandated Legal Leave; Military Leave  Leaves of absence mandated by law shall be granted accordingly. A leave of absence for annual military training duty shall not be charged as ETO unless requested by the nurse.

10.3 Education Leave  Requests for educational leaves of absence including unpaid education leave for periods of up to two years for professional development purposes will be considered by the administration.
10.4 Return From Leave

10.4.1 Thirty Days or Less  Nurses returning from an authorized leave of absence of 30 calendar days or less duration, or non-FMLA/OFLA medical leave of 60 calendar days or less duration, shall be returned to their same position and shift of employment. Return to work from FMLA/OFLA shall be in accordance with provisions of FMLA/OFLA.

10.4.2 More than Thirty Days  Nurses returning from an authorized leave of absence of more than 30 days or non FMLA/OFLA medical leave of 60 calendar days or more duration, shall be returned to the same position and/or shift if still available. Return to work from FMLA/OFLA shall be in accordance with provisions of FMLA/OFLA.

10.5 Absences With Pay

10.5.1 Bereavement  A regular full-time or regular part-time nurse who has a death in his/her immediate family, or immediate family of spouse or domestic partner (i.e., father, mother, husband, wife, domestic partner, brother, sister, son, daughter, grandparent or grandchild) will be granted time off with pay for up to three (3) consecutive regularly scheduled workdays to attend the funeral. An additional two (2) days' paid leave may be granted when such death of an immediate family member requires travel of more than 500 miles one way distance to attend the funeral. Time off with pay up to one regularly scheduled workday, with a limit of two such leaves a year, shall be granted when there is a death of other relatives.

10.5.2 Definition of Domestic Partner  For purposes of administering bereavement leave when a “domestic partner” relationship is involved, an affidavit must be signed by the employee and whenever possible his or her domestic partner that affirms the following circumstances:

- They are not related by blood closer than would bar marriage in the state of Oregon (first cousins or nearer);
- Neither is legally married;
• They have continuously lived together as a family and shared a close personal relationship, which is exclusive and loving, for an extended period of time, and they intend to maintain that family and that relationship with each other for the rest of their lives;
• They have joint financial accounts and have agreed to be jointly responsible for each other's common welfare, including basic living expenses;
• They are the sole domestic partner of each other and have no other domestic partner; and
• They are both 18 years of age or over.

10.5.3 Jury Duty  When a nurse receives a jury notice, the nurse will inform their supervisor. They will complete a leave request, attach a copy of the jury notice, and send to the staffing office or return to their supervisor as appropriate. On any day served, the nurse must furnish a signed statement to their supervisor from a responsible officer of the Court as proof of service.

If returning to work after serving on jury duty, the total number of hours shall not exceed the scheduled shift length.

For day shift and evening shift nurses who serve, if there is at least four hours remaining in the nurse’s scheduled hours the nurse is required to call into the staffing office or supervisor, as appropriate, for work assignment or to request HR. The Hospital will provide work if the nurse does not request HR. If the nurse does not need to report for jury service the next day, the nurse will notify the staffing office or supervisor to be put back on the schedule.

Any shift beginning at 1300 or later will report to duty as scheduled on the day prior to jury duty. If the nurse needs to report to jury service the following day they will not be required to work past 2330.

12 hour night shift nurses will work from 1900-2330 prior to reporting to the first day of jury duty and will receive jury duty pay for the remaining eight hours. For subsequent days, if they served at least three hours of jury duty they
will not be required to report to duty and will be compensated at their regular rate of pay. If a night shift nurse does not need to report for jury duty the following day, they will notify the staffing office or supervisor for their work assignment or to request HR. If a night shift RN is required to serve the following day then he/she will remain on jury duty for scheduled work shifts.

Any jury duty pay received from the court can be kept by the nurse.

10.5.4 Court Witness Nurses who are required by the Hospital to appear as a witness in a court proceeding during their normal time-off duty will be compensated at the appropriate rate of pay as recognized by this Agreement for the actual time of their appearance with a minimum of two hours.

ARTICLE 11 – SENIORITY AND LAYOFFS

11.1 Seniority Seniority shall mean the length of continuous employment by the Hospital of a nurse covered by this Agreement. Seniority shall be accumulated for each regular nurse within the bargaining unit on the basis of years of service to the Hospital. Relief nurses shall accumulate seniority separately based upon hours worked. For the purpose of calculating seniority if a nurse moves to and from relief status, one year of seniority shall equal one thousand and eight hundred (1800) hours of relief work.

A newly hired Seasonal nurse will not accrue seniority or benefit status while in the seasonal position. If a bargaining unit nurse is awarded a seasonal position, he/she will retain seniority while in the seasonal position on a pro-rated basis. The pro-rate will be based on hours worked, and one year of seniority shall equal one thousand and eight hundred (1800) hours. Once the seasonal position is finished, the bargaining unit nurse will need to return to a position eligible for seniority accrual in order to maintain their accrued seniority.

11.2 Continuous Employment Continuous employment includes the performance of all scheduled hours of work, including time off because of earned time off, and authorized leaves of absence.
11.3 Loss of Seniority  Continuous employment that has been interrupted by
the occurrence of the following:

1. Termination.

2. Layoff for lack of work which has continued for six consecutive months.

3. Continued absence following the expiration of a written leave of
absence or emergency extension thereof granted by the Hospital.

4. Absence from work for three consecutive working days without notice
to the Hospital.

5. Failure to report for work promptly after an accident or sickness when
released to return to work by a physician.

11.4 Service Outside Bargaining Unit  A nurse who has accepted or accepts
employment in a position outside the scope of this Agreement, without a break in
Hospital service, and who is later employed by the Hospital as a regular nurse, without
a break in Hospital service, will thereafter be credited with his/her previously accrued
seniority as a nurse, his/her ETO accrual rate based upon total consecutive years of
Hospital service, and no less than his/her previously existing wage step as a nurse. In
addition, such nurse may utilize accrued bargaining unit seniority during the first six
months outside the bargaining unit for purposes of job bidding for any bargaining unit
position, provided the nurse maintains Association membership during this period of
time. Additionally, a nurse who accepts a special project nonbargaining unit position
may be granted access to prior accrued bargaining unit seniority for purposes of job
bidding for up to 12 months after leaving the bargaining unit, provided that before the
nurse leaves the bargaining unit, the Hospital and Association have reached mutual
consent to that effect, and provided further that the nurse maintain Association
membership while out of the bargaining unit.

11.5 Job Posting  The Hospital will post notice of all nursing job vacancies to be
filled as vacancies occur, for a period of seven business days. Position postings shall
include required qualifications, unit, shift, hours, starting and stopping time and
weekend obligation. Qualifications will be based on the requirements of the position and will not be developed in order to unfairly favor a particular applicant.

11.5.1 Thirty-Two Hour Positions When a 32 hour position is posted, the posting will also indicate that the job can be filled as a 40 hour position. The nurse who is selected for the position may request that the position be increased to 40 hours per pay period so that the nurse will be eligible for benefits. The Hospital will make every reasonable effort to approve these requests.

11.5.2 Posting of Temporary Positions A temporary position must be posted for bidding if the Hospital can reasonably anticipate the vacancy lasting for at least 30 days after the conclusion of the posting process. That posting process will not be unreasonably delayed. A notice of the availability of hours to be vacated by the nurse granted the temporary position shall be posted in the unit involved for seven calendar days. The posting shall include the anticipated duration of the replacement need. The senior nurse(s) in the unit and shift who express an interest in working these hours will be given the first opportunity to be scheduled for such hours, provided the nurse(s) agree to work these hours in addition to their existing position(s), the total hours would not exceed full-time, and further that this temporary schedule is approved by the nurse leader/manager.

11.6 Posting/Bidding Exceptions

11.6.1 Decrease of Existing Position Hours No vacancy under this Article will be deemed to have occurred when the Hospital, in its discretion and with the consent of the nurse, decreases the scheduled hours per week of a nurse by no more than one shift.

11.6.2 Increase of Existing Position Hours Unless the Hospital elects to use sections 11.5 or 11.7 of this Article, no vacancy will be deemed to have occurred if the Hospital, in its discretion and with the consent of the nurse, desires to increase the scheduled hours per week of a nurse by no more than one shift. Such hours will be posted in the unit involved for seven calendar days. The qualified senior nurse applicant then employed in the unit and on the shift
where such hours will be scheduled will be given the first opportunity for such hours.

11.6.3 Temporary Assignment Pending Award The Hospital may fill vacancies temporarily, without regard to the procedures of this Article, in emergencies when the assignment is for 30 days or less or pending completion of the application process.

11.6.4 Relief Transfer Upon request and with proper notice, a regular full- or part-time nurse can transfer to a relief position in the same nursing unit and shift, if available, or alternatively to a position in the relief pool. The nurse must agree to comply with normal requirements of the relief position, and must not be in an active disciplinary process. This type of transfer shall not require position posting or bidding otherwise required by this Article.

11.7 Filling of Vacancies If two or more applicants meet the posted qualifications, the most senior shall receive the position unless the Hospital wishes to grant the position to a junior applicant who has substantially greater qualifications or ability. The determination of qualifications and ability shall not be arbitrary or capricious and will be based on factors that are capable of accurate comparative assessment. Specifically, these factors include the following:

1. To override seniority, a substantially more qualified junior nurse may be awarded the position if the junior nurse is substantially more qualified for the position based upon (a) qualification as evidenced by documented certifications, educational or workshop credits, specialty service or similar materials, and/or (b) demonstrated abilities and/or experience.

2. The burden of proof is on the Hospital to demonstrate that the less senior nurse possesses substantially greater qualifications or ability.

3. Technical nursing skills relevant to the job are expected to be the primary reason to override seniority.
4. Because it is more difficult to determine and prove comparative qualifications and ability in the areas of interpersonal skills, decisions to override seniority will not generally be made solely on that basis. Positive past evaluations related to interpersonal skills create a presumption that the nurse has adequate skills in that area.

However, as between qualified nurses applying for a position within their own unit (the general units together and the specialty units), the more senior nurse shall be awarded the position. Nurses shall be given preference over outside applicants for an open position, provided such nurses meet the posted qualifications. A nurse may be denied a position if on written disciplinary status at the time of review of the application and award of the position. Every nurse shall receive consideration for promotional advancement.

11.8 Temporary Positions/Assignments  A currently employed nurse may be granted a temporary position or a temporary assignment to an unfilled posted permanent position, based upon the criteria set forth above, provided the nurse's current assignment can be covered with relief nurses, with other qualified nurses on a voluntary basis, or can be temporarily vacated. Such a nurse shall be entitled to return to their prior position at the completion of the duration of the temporary position. If a nurse is assigned to an unfilled permanent position, the Hospital will return that nurse to the nurse's prior position, whenever feasible, within 90 calendar days.

11.9 Position Award and Assignment  Based upon the availability of qualified applicants, selection to fill permanent vacancies shall be made within four weeks from the date of initial posting. The nurse selected shall be assigned to the new position within four weeks of selection.

11.10 Applicant Notification  Notification of all applicants for positions occurs, regarding final disposition of the position opening, within two weeks of the decision.

11.11 Low Census

11.11.1 Call-Off  In the event the Hospital must reduce the work force for a given unit or shift for a short-term staffing adjustment, then such reduction shall
occur as follows provided the nurses remaining on the unit and shift are qualified to perform the work to be done. The following order does not prevent the Hospital from calling off a nurse who would receive overtime or premium pay for the shift before calling off a nurse who is not eligible for overtime or premium time. An exception to this will be when a nurse works an extra premium shift and has ten hours or less break before his/her next regularly scheduled shift, the nurse will not be called off out of rotation for that regularly scheduled shift (unless he/she requests to be called off).

Order of call-off

- agency nurses,
- shared nursing pool
- volunteers within the unit and/or shift affected,
- traveler nurses,
- any regular full or part-time nurses who are working an extra shift above their positioned hours,
- seasonal nurses on a rotational basis,
- relief nurses on a rotational basis,

and then by a system of rotation among the regular full-time and regular part-time nurses (including regular nurses in temporary assignments specified in section 11.8 of this Article)

This provision applies to:

(1) Mid-shift cancellations after the nurse has reported to work.

(2) Prior to the start of the shift. See nurse’s status prior to the start of the shift).

Nurse’s Status During a Mid-shift Cancellation

When a nurse is cancelled mid-shift, the nurse may be placed by the Hospital in one of the following two categories while on call-off:
1. Full Call off – The nurse is not obligated to the Hospital for the remainder of the shift.

2. Standby – By mutual agreement, a nurse may volunteer to be placed on standby for all or a portion of the remainder of their shift. If there are no volunteers for standby, up to two nurse’s per unit may be required to be on standby for all or a portion of the remainder of their regularly scheduled shift on a rotational basis. If the nurse is being placed on standby for only a portion of their regularly scheduled shift, the length of time they are required to be on standby shall be determined at the time the nurse is placed on standby and shall not be altered except to be placed on Full Call Off. If the nurse is called in during the portion of the shift for which they were placed on standby, the nurse will be paid standby and callback for that portion only.

The above (sections 1 and 2) shall be in compliance with the notice requirements of Section 7.10.

**Nurse’s Status Prior to the Start of the Shift**

Prior to the start of the shift, the nurse may be placed by the Hospital in one of the following two categories while on call off:

1. Full Call off – The nurse is not obligated to the Hospital for this shift

2. Delayed Start:

   A. For 12 hour shifts, call-off before the nurse’s scheduled shift is limited to the full shift or the first four hours (except as provided in B and C below)

   B. By mutual agreement, the nurse will be given a scheduled time to report to work for the remaining portion of their shift (minimum of four hours) at the nurse’s straight time hourly rate
C. By mutual agreement, a nurse may volunteer to be placed on standby. If there are no volunteers for standby, up to two nurses per unit may be required to be on standby for all or a portion of their regularly scheduled shift on a rotational basis. If the nurse is being placed on standby for only a portion of their regularly scheduled shift, the length of time they are required to be on standby shall be determined at the time the nurse is placed on standby and shall not be altered except to be placed on Full Call Off. If the nurse is called in during the portion of the shift for which they were placed on standby, the nurse will be paid standby and callback for that portion only.

The above (Sections 1 and 2) shall be in compliance with the notice requirements of Section 7.10.

11.11.2 Voluntary Low Census Call-Off (HR) In units where extra shifts have been worked or where standby hours have resulted in excessive workload, unpaid rest time off (Article 9.8.1) will continue to be made available before voluntary HR.

When two or more nurses within the unit volunteer for low census (HR) on the same shift, they will be called off in the following order:

1. The nurses may confer among themselves to see if they can reach mutual agreement as to who will be called off first.
2. In the event the nurses do not reach agreement among themselves, call off order among the volunteeres will be based on rotation (i.e., the nurse who has been called off furthest in the past will be offered the voluntary HR). In the unlikely event of a tie, seniority shall prevail between two or more nurses who were all called off on the same date.
3. Requests for voluntary HR will continue to be accepted by the staffing office as per current practice; i.e., voluntary HR may be requested during the current week and through the next week. Voluntary HR requests for time off further in the future than the end of the next week...
will not be accepted. Voluntary HR on holidays shall be granted by a rotational basis by date of oldest HR.

11.11.3 Call-Off Error If the Hospital incorrectly applies 11.11.1 above with the result that a bargaining unit nurse misses any work hours, then as a remedy, the nurse will be compensated for one half of the hours missed at their regular straight-time hourly rate of pay.

If the error is caught within the first two hours of the nurses originally scheduled shift, they will be notified of their option to report to work, within two hours of notification. If that nurse declines reporting for the remainder of their shift, they forfeit the above mentioned compensation for the hours missed due to the call off error. If the nurse returns to work, he/she will be paid for the entire shift.

11.11.4 Low census call-off statistics will be provided to the Association on request, to evaluate trends. If a longer term Hospital requested low census call off trend is identified, LMC may review and identify possible solutions.

11.12 Low Census Callback As a normal practice, regular full-time and regular part-time nurses, called off by the Hospital for lack of work, shall be given an opportunity to return to work the scheduled shift should the need reoccur. The Hospital will make a reasonable effort to notify affected nurses by telephone, prior to replacing regular nurses with relief nurses.

11.13 Layoff In the event the Hospital must reduce the work force for a period of 14 continuous calendar days or more in a given unit, ONA can request a meeting with the leadership in the unit to review the reasons for the reduction in workforce and whether a layoff should be initiated. The meeting will be scheduled within five business days. Once the parties have met, if it is determined that a layoff is needed the Hospital shall institute a layoff that will be in reverse order of seniority, provided the nurses remaining on the unit are qualified to perform the work to be done. If unable to agree in the meeting, ONA can demand a layoff be initiated. Nothing in this language prevents the Hospital from initiating a layoff.
The Hospital will provide as much advance notice as reasonably possible, but in all cases, in accordance with Article 5.4 – Notice of Termination, in no case will this notice be less than 21 calendar days.

A nurse selected for layoff will have the following steps in the following order. For purposes of this Article, similar category applies to “benefited” positions and “relief” positions. Benefited nurses can bump the least senior benefited nurse, and relief nurses can bump the least senior relief nurse in each step. If multiple positions are being eliminated, the most senior nurse shall exercise their choice among the available options first. In the event that the Hospital is eliminating an entire unit, job classification, or major portion thereof, or is combining or separating units, the Association and Hospital will discuss additional options related to such reorganization.

Provisions in Article 11.7 shall apply to the awarding of these positions.

1. A nurse notified of layoff shall be entitled to fill any similar category posted position within the Department, provided he/she meets minimum qualifications for the position.

2. If there is no posted position within the department, the nurse may bump the most junior nurse (similar category) within the Department provided he/she meets minimum qualifications for the position.

3. If there is not a similar category position posted in the Department from which the nurse is being laid off, the laid off nurse may request and shall be entitled to replace the most junior similar category nurse in a bargaining unit position for which the laid off nurse is qualified to perform, following normal orientation. To exercise this right, the laid off nurse must have greater seniority than the nurse being replaced.

In all steps above, the nurse being laid off must notify management within 48 hours of receiving notice of layoff of their decision to exercise their bumping rights.
A nurse on layoff status will have the ability to access electronic notification of internal and external posted positions for up to six (6) months. It will be the laid off nurse’s responsibility to meet the application timelines, per Article 11, and the Hospital requirements and application process, in order to be considered for the posted positions.

11.14 Recall Recall from such layoff will be in the reverse order of the layoff. A nurse rejecting an offer for a position in a similar category will end the Hospital’s obligation to recall the nurse and the nurse will forego any further recall rights.

Nurses will be recalled to any available position within the Department, provided the nurse meets minimum qualifications for the position. Nurses may apply for any other posted position within the Hospital for which they are qualified.

There shall be no new temporary, seasonal, or traveler nurses brought in while qualified laid off nurses are immediately available until such positions have first been made available to the laid off nurse. The laid off nurse must notify the Hospital within 48 hours if they will accept this position. If a temporary vacancy occurs that is expected to last two weeks or more, the laid off nurse shall be offered such temporary work for up to six months following the last day they worked.

ARTICLE 12 – HEALTH AND WELFARE

The Hospital will offer the St. Charles Health System (SCHS) Welfare and benefits plans to all benefit eligible nurses in accordance with the terms of the plan. For this Article 12, benefit eligible nurses are defined as all nurses positioned at a minimum of 20 hours per week or 40 hours in a pay period.

12.1 Health Insurance The Hospital will offer through December 31, 2018 the St. Charles Health System Employee Benefit Plan to all benefit eligible nurses in accordance with the terms of the current plan.
Effective January 1, 2016, benefit eligible nurses will be eligible to select one of the two following St. Charles Medical/Rx plans: Caregiver Directed Health Plan (CDHP) with a Health Savings Account (HSA) or the Preferred Provider Option (PPO) as outlined in the Summary Plan Description and Benefits Revolution. The CDHP deductible and out of pocket maximum will be reviewed on an annual basis and adjusted to follow IRS regulations applicable to the plan.

Vision and dental coverage or a substantially equivalent plan will continue to be available to all benefit eligible nurses for the remainder of this agreement. The SCHS Medical/Rx plans will be offered to all benefit eligible nurses for the remainder of the agreement and consistent with IRS, Federal and State regulations.

Domestic Partner benefits will be eliminated effective 7/1/2016.

**12.1.1 Premiums**  The Hospital will contribute to the cost of the premiums for covered nurses and their covered dependents according to the schedule below, providing further that premium increases above current rates shall be established by accepted insurance industry-wide standards.

**Caregiver Directed Health Plan**

**Effective January 1, 2016 for the remainder of the Agreement:**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hospital Portion of Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employee</td>
</tr>
<tr>
<td>72 hours per pay period to 80 hours</td>
<td>95%</td>
</tr>
<tr>
<td>60 hours per pay period to 71 hours</td>
<td>95%</td>
</tr>
<tr>
<td>48 hours per pay period to 59 hours</td>
<td>70%</td>
</tr>
<tr>
<td>40 hours per pay period to 47 hours</td>
<td>60%</td>
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</table>
PPO Plan

Effective January 1, 2016 for the remainder of the Agreement:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hospital Portion of Premium</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Employee</td>
</tr>
<tr>
<td>72 hours per pay period to 80 hours</td>
<td>90%</td>
</tr>
<tr>
<td>60 hours per pay period to 71 hours</td>
<td>90%</td>
</tr>
<tr>
<td>48 hours per pay period to 59 hours</td>
<td>65%</td>
</tr>
<tr>
<td>40 hours per pay period to 47 hours</td>
<td>55%</td>
</tr>
</tbody>
</table>

12.1.2 Benefit Substitution Notice  Any substitution of equivalent benefits, premium rates, or other plan amendments to the offered plans shall be forwarded by the Hospital to the Association for review no less than 60 days prior to implementation.

12.1.3 Wellness Program  A wellness program will be offered effective January 1, 2013.  A comprehensive health and wellness program designed to shift the focus from treating illness to improving health.  The program engages individuals in the management of their own health and wellness with a rewards system for healthy lifestyle choices encouraged by voluntary participation.

Wellness Incentive  Caregivers and spouses who voluntarily participate will be eligible for the Wellness incentive that will be paid out in January of the following year dependent on their level of participation.
12.2 Short Term Disability  The Hospital shall continue to provide a short-term disability program for all benefit-eligible nurses.

Short-term disability will have a seven (7) calendar day elimination period, unless the nurse is hospitalized twenty-four (24) hours or more (in which case short-term disability benefits will begin immediately). The seven (7) calendar day elimination period may be taken as unpaid leave provided the caregiver submits the request to the Human Resources Leave Team and the short-term disability is approved. Benefits will be payable for up to twenty-six (26) weeks (including the elimination period).

Effective 1/1/2016 through 12/31/2018

<table>
<thead>
<tr>
<th>Tiers of Service</th>
<th>Weekly Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 months through 3 years of service</td>
<td>66 2/3%</td>
</tr>
<tr>
<td>4 years through 9 years of service</td>
<td>75%</td>
</tr>
<tr>
<td>10+ years of service</td>
<td>95%</td>
</tr>
</tbody>
</table>

Short-term disability benefits during weeks fourteen (14) through twenty-six (26) will be paid as follows:

All tiers of service    60% of weekly earnings

12.3 Long-Term Disability  The Hospital shall continue to provide a long-term disability program for all benefit eligible nurses. The Hospital will pay the premiums for a program that provides an income replacement benefit of 60% of gross base pay, to a maximum benefit of $5,000 per month, following a 180 consecutive day elimination period.

12.4 Life Insurance   The Hospital shall provide a group life and accidental death and dismemberment (AD&D) insurance policy for all benefit eligible nurses at no cost to the nurse. The coverage will be effective the first of the month following 90 days of continuous active employment. Coverage will be in an amount equivalent to the nurse's annual base wage, as defined by the plan document with a minimum benefit of $35,000 and a maximum benefit of $100,000.
12.5 AirLink Membership  The Hospital shall provide AirLink membership to all full-time nurses at no cost to the nurse. Nurses will be eligible the first of the month following date of hire. Part-time nurses are eligible to purchase AirLink memberships through payroll deductions at the monthly negotiated rate determined by the vendor. In the event that AirLink discontinues local operations, the parties will meet to discuss the cost and/or availability of air ambulance coverage.

12.6 Employee Health Services

12.6.1 New Hire Screening  At the beginning of employment the Hospital shall arrange to provide any physical tests, examinations, and/or vaccinations as required to meet government, industry and Hospital standards at no cost to the nurse.

12.6.2 Hepatitis B Vaccine  The Hospital shall provide Hepatitis B vaccine to nurses who request it at no cost to the nurse. Nurses who fall within certain risk groups may be required to obtain a physician's release.

12.6.3 Communicable Disease Screening or Exposure  Laboratory examinations, physical examinations, immunizations, testing and treatment when indicated because of work related exposure to communicable diseases, injury or illness, shall be provided by the Hospital at no cost to the nurse.

12.7 Retirement Plan

12.7.1 Contributory Plan  All nurses are eligible to participate in and contribute to the SCHS retirement plan.

12.7.2 Matching Contributions  The Hospital agrees to match nurse contributions to the retirement plan up to 6% of total compensation for all benefit eligible nurses after one year of employment. The above referenced provision shall be in compliance with the IRS guidelines. All funds contributed by the Hospital will be subject to the following vesting schedule. Eligible caregivers must complete 1,000 hours each calendar year in order to receive a year of vesting service.
Funds contributed during the first year of eligibility: 0%
Funds contributed during the second year of eligibility: 25%
Funds contributed during the third year of eligibility: 50%
Funds contributed during the fourth year of eligibility: 75%
Funds contributed during the fifth and subsequent years of eligibility: 100%

Forfeited funds will be used to offset future matching contributions.

12.7.3 Relief Nurses  Relief nurses may contribute to the Hospital's existing retirement plan without a matching contribution from the Hospital, and to the maximum amount allowed by law.

12.8 Retiree Prescription Drugs  Retired bargaining unit members who have been employed by the Hospital for 15 or more years and who are at least age 55 on the date their employment with the Hospital terminated will have the opportunity to purchase prescription drugs at the Hospital pharmacy at a cost for each drug equal to the cost to the Hospital pharmacy to purchase the drug, plus the cost to the Hospital pharmacy to dispense the drug, until the individual is eligible for Medicare prescription coverage. Drugs purchased under this 12.8 must be picked up at the Hospital pharmacy. The Hospital pharmacy will not deliver any drugs.

12.9 Compliance with Law  All health insurance and benefit plans described herein are subject to IRS and other applicable regulatory agencies.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

13.1 Evaluations  The Hospital shall provide counseling and evaluations of the professional performance of each nurse covered by this Agreement not less than once per year. Nurses shall have the right to respond in writing to evaluations and have that response incorporated into the record.

13.2 In-Service Education

13.2.1 In-Service Program  The Hospital agrees to maintain a continuing in-service education program for all nurses covered by this Agreement. At least two weeks' advance notice shall be given for regularly scheduled in-service education programs whenever possible. When reasonably possible, the Hospital
shall make in-service education programs available to nurses on all shifts. In the event a nurse is required by the Hospital to attend in-service education functions outside their normal shift, the nurse will be compensated for time spent at such functions at their applicable rate of pay, including applicable differential, and overtime, if appropriate, for hours worked.

13.2.2 In-Service Requirement As a condition of employment, all nurses covered by this Agreement shall be required to participate in a minimum of 20 hours of in-service education during each year of employment. Such education shall be made available to all shifts. CPR training is required for all nurses and shall be included in the minimum in-service requirements. The PNCC Chair and Director of Education will work collaboratively to share information regarding unit specific required education and certifications in an effort to ensure continuity of programs being offered. Recommendations of the Nursing Care Committee as to in-service education programming and conference attendance will be given consideration. If a nurse has not met this requirement on their anniversary date of employment, the nurse's annual wage adjustment will not take effect until the annual in-service education requirement has been met.

13.2.3 In-Service Credit for Hospital Meetings Attendance at regularly scheduled Hospital Committee meetings by nurses who are appointed members of that committee shall count toward the in-service educational requirements in the ratio of one hour for each two meetings attendance. Credit may also be granted for Journal articles read up to a maximum credit of four hours per year. Credit may also be granted for other educational programs approved by Administration.

13.3 Educational Conferences If the Hospital sends a nurse to attend an educational conference, the nurse will be paid for any of their regularly scheduled hours lost as a result thereof at their regular rate of pay, and the Hospital will reimburse the nurse for reasonable out-of-pocket expenditures. If a nurse chooses to attend an educational conference that is funded per Article 13.4, and the ETO request is approved, once per year the nurse may elect to utilize leave without pay instead of ETO for conference days that otherwise would have been days worked.
13.4 Educational Development Fund An educational development fund shall be established annually to provide for non-mandatory paid education leave (including paid time, tuition, expenses and PNCC sponsored education offerings). The PNCC, SCHS Nursing Leadership and SCHS Education leadership may work collaboratively to identify educational opportunities for nurses and ensure joint educational offerings advance nursing practice and patient care, and are in alignment with the Hospital’s strategic direction and goals.

13.4.1 Funding Effective January 1, 2013 the annual contribution to the educational development fund shall be $150,000. Educational development fund monies shall be available for nurses after the completion of the probationary period specified in section 5.2. This provision shall be in addition to the Hospital required in-service education, conferences and seminars; but shall include approved paid attendance at Hospital-sponsored educational programs and seminars requested by the nurse. The education development fund shall be established January 1 of each year with any underexpenditures up to 10% of the annual contribution eligible to carry over to the next year.

13.4.2 Education Employment Obligation A nurse who has not completed one year of consecutive employment shall, as a condition to receiving fund monies, be required by the PNCC to sign a contract in the form specified by the Hospital that the nurse will reimburse the Hospital for the fund monies received, if the nurse terminates employment by resignation or discharge for just cause within the first 12 months of employment. The PNCC shall be kept informed of remaining educational funds available.

13.4.3 Fund Allocation The nurse shall apply for said leave by delivering the application to the PNCC. The PNCC shall review the application, make a decision, allocate the appropriate funds, and then submit it to the Hospital's Accounting Office for payment. Upon request, the Committee will submit reports to the Hospital of applications submitted and approved showing the name of the nurse and the educational program.

13.4.4 Criteria for Use Programs for which educational leave is available shall be related to the practice of nursing within the Hospital. Such education
leave shall be available for programs sponsored by other hospitals, educational institutions, governmental agencies or professional associations, as well as Hospital-sponsored educational programs and seminars requested by the nurse.

13.4.5 Nurse Presentation  The nurse, upon return and request by the Hospital, will give a written or oral presentation to the nursing staff.

13.5 Educational Program Recommendations  The PNCC may also make recommendations to the Director of Education as to other professional educational needs of RNs for consideration in formulating annual educational programs and education budgets each year.

13.6 Tuition and Related Expense Reimbursement  In addition to the funds available under section 13.4, the Hospital will establish an annual fund in the amount of $100,000 to assist regular full-time and part-time nurses in obtaining a BSN and/or MSN, or Nursing Degree specifically attained at Oregon Health and Sciences University (OHSU). PNCC and the Hospital shall jointly develop a work instruction that outlines the best use and distribution of these funds. Usage of funds will be reported to PNCC quarterly. At year end, the maximum roll over amount will not exceed $25,000 per year.

1. Bachelor of Science in Nursing (BSN) and Master of Science in Nursing (MSN) – Costs of tuition will be reimbursed at up to $452 per credit hour which is based on the 2014-2015 OHSU online BSN rate for registered nurses. If funds are available after tuition has been reimbursed, books and associated fees for classes that are part of a program to obtain a MSN or BSN will be reimbursed up to 50%.

Advanced Certification Reimbursement
The Hospital will pay reasonable fees associated with obtaining an advanced certification for regular nurses covered by this agreement. The Hospital will pay for program cost, material expense, and testing fee for initial certification that qualified for the Advanced Certification incentive. An approved list of specialties shall be established by mutual consent between the PNCC and the Nurse Executive or designee and shall
be updated on an annual basis. The Hospital will also pay recertification fees for recertification in that Advanced Certification.

To qualify for reimbursement, the nurse must successfully complete the class or program with at least a grade of C for undergraduate courses, a grade of B for graduate courses, and a passing score for certification or recertification.

13.7 New Hire and Transfer Orientation and Training The Hospital shall provide individualized orientation and training for all newly employed nurses and for nurses transferring to positions in a new unit. The supervisor and the nurse shall develop jointly a formal orientation plan specific to the unit, the nurses' previous experience and expressed needs, which shall be adhered to by both. Nurses will not be counted in the normal staffing complement when orienting.

13.8 Float Assignment Orientation Nurses assigned to a different unit, including floated and temporarily assigned nurses, will receive appropriate training, including but not limited to reasonable instruction in equipment or procedures with which the nurse is not familiar. As a normal practice, nurses shall be oriented to units prior to their being required to work those units. A nurse may request reorientation to any unit that the nurse will be assigned to float to, if the nurse has not worked in the unit within six months and feels that reorientation is necessary.

13.9 Specialty Unit Training If a temporary position is created for the purpose of training in a specialty area, the position will be posted in the same manner and duration as other position postings under this Agreement. An interview committee will be named, which will include an Association representative from the specialty unit, unit leadership, and bargaining unit nurse(s) from the specialty unit selected collaboratively by the Association representative and the supervisor/manager/director. The committee will make a selection recommendation by consensus to the supervisor/manager/director, based on the committee's assessment of the applicants' seniority, position status (full-time, part-time, relief, or temporary) and potential for success in the training program and in the specialty unit. The committee's recommendation will be given serious consideration by the Leader Manager. If the Leader Manager does not intend to implement the committee recommendation, the
Leader Manager will meet with the committee to discuss the selection. The committee meeting is paid time.

If a voluntary training program offered by the Hospital is anticipated to be a requirement or preference for a future position in the specialty unit, that information will be included on material made available to the nurses about the training program prior to enrollment. At the request of the nurse, the Hospital will make reasonable good faith efforts to allow regular part-time and full-time nurses to take time off from their regular positions to participate in the program.

ARTICLE 14 - PROFESSIONAL NURSING CARE COMMITTEE

14.1 Recognition and Composition  A professional nursing care committee shall be established at the Hospital, composed of not less than eight RNs and not more than 12 RNs employed by the Hospital and covered by this Agreement. The Committee members shall be elected by the registered nurse staff of the Hospital. Election rules should be set up to elect new members to include holdover member(s), and not more than two representatives from each clinical area. Vacancies will be filled at the discretion of the Association and the PNCC. The PNCC chairperson or designee will be an active participant on agreed upon Hospital clinical nursing committees. The chairman of the nursing care committee may attend meetings of the Clinical Practice Committee as appropriate.

14.2 Committee Purpose  The primary committee goal is to address the issues related to patient care and nursing practice. The Committee objectives shall be:

1. To address the quality of patient care, nursing practice, and improvement of care issues. To consider constructively the practice of nursing and support evidence based practice improvements for nursing and patient care delivery.

2. To work constructively in collaboration with nursing leadership for the improvement of patient care and nursing practice.

14.3 Responsibility  The Hospital recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and nursing practice. Such
recommendations will duly consider such recommendations and the Committee will be advised of action taken or under consideration within 30 days. The Committee may request status reports on recommendations taken consideration and final disposition or actions taken by the Hospital.

**14.3.1 Individual Responsibility** A nurse may only accept nursing assignments for which they are educationally prepared and have the current knowledge, skills and ability to safely perform. Should a nurse have concerns about his or her ability to perform an assignment, the nurse will immediately speak with the clinical supervisor or charge nurse to address those concerns. Should the nurse refuse the assignment after this discussion he or she will submit the specific reason in writing to their manager. Nurses reporting good faith concerns will not be subject to disciplinary action.

**14.4 Implementation of Recommendations** PNCC representative members may make reasonable recommendations for improvements of patient care or nursing practice to the Bend Nursing Director Group. Evidence based support, outcome measures, timing, economic impact, including staffing, shall be considered in determining reasonableness. Reasonable recommendations will be implemented upon approval from the Bend Nursing Director Group.

**14.5 Referral of Suggestions** Other applicable suggestions of the PNCC, as appropriate, may be provided to applicable nursing department leadership and practice committees, or placed on the Bend Nursing Director Group agenda at least two weeks in advance.

**14.6 Committee Meetings and Pay** The Committee shall meet at such times so as not to conflict with routine duty requirements. In the event PNCC meetings or SCHS agreed upon Hospital Committee meetings conflict with routine duty requirements, the member shall request coverage and the Hospital agrees to make all reasonable attempts to provide coverage at the requested meeting time. Such hours shall be paid at the nurse’s regular straight time rate.

The PNCC can utilize up to 40 hours each month to compensate Committee members for attending committee meetings and/or performing committee activities.
addition the PNCC can utilize up to an additional 20 hours per month for PNCC members to attend approved Hospital committees as the designated PNCC representative. It is understood when the PNCC representative is attending these Hospital committee meetings they are also serving as the unit representative. Such hours shall be paid at the nurse’s regular straight time rate.

14.7 Agenda  The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Chief Nursing Officer or Hospital Executive, Hospital Administration, and the Association 10 days after each meeting. The Committee shall exclude from discussion any matters which are proper subjects to be processed through the grievance procedure or involving the interpretation of this Agreement.

14.8 Committee Invitations  The Committee may invite members of the Hospital or Nursing Administration to its meeting at a mutually agreeable time for the purpose of exchanging information or to provide recommendations on pertinent subjects. Administration may request special meetings with the Committee but such meetings shall not take the place of the regularly scheduled meeting of the Committee and shall not be compensated from funds specified in section 14.6 above. A representative of Administration and Nursing Administration shall be invited to a meeting of the PNCC at least once per quarter to exchange information on pertinent subjects.

14.9 Staffing  A designated Committee member will actively participate in the Hospital Staffing Committee to review and resolve issues and concerns with staffing plans, patterns, acuity of patients, and staff reports. If an individual nurse has a concern related to staffing on the nurse's unit, the nurse should discuss the matter with his or her charge nurse, supervisors/managers/directors, or the House Supervisor. The nurse will complete a Staffing Incident Report and give the completed report to his or her immediate supervisor. The charge nurse, supervisors/managers/directors, or House Supervisor will send the report to Patient Care Support. Within 14 days after Patient Care Support receives a Staffing Incident Report completed and submitted by a nurse, the Hospital will acknowledge receipt of the report to the nurse who submitted it and to the Committee. The original report will be sent to the Committee for review. The Committee will return the report to the Staffing Office for filing. As with any quality
record, the Committee will protect the confidentiality of the information contained in any Staffing Incident Report it receives. If the nurse has requested follow-up, the Staffing Office will notify the nurse of the outcome of the review. Staffing Incident Reports are screened by the Staffing, Scheduling, and Acuity supervisors/managers/directors and, if necessary, returned to unit leadership for additional information.

14.10 Technical Support  The Committee will be allowed twenty four (24) hour access to an onsite furnished workspace. The work space at the Hospital will include storage space, locked file cabinet, computer with appropriate programs including word processing, and access to other office equipment.

14.11 Administrative Assistance  The Hospital will provide administrative assistance to PNCC and assist in the processing and record keeping of PNCC funds. Monthly, quarterly and annual reports of funds and expenditures will be prepared by the Administrative Assistant for PNCC and the Director of Education’s review. The Director of Education will work with PNCC to establish the scope and responsibilities of the Administrative Assistant. General duties performed by the Administrative Assistant will encompass preparation and processing of requests by nurses, typing up minutes (if requested), assisting in preparing presentations, acting as a general point of contact for nurses when they require assistance in completing PNCC forms for funds, and preparing reports if requested by PNCC. Other administrative duties can be assigned as deemed appropriate by PNCC and the Director of Education.

14.12 Shared Governance  The Hospital and the Association encourage nurses to be actively involved in developing and maintaining a shared governance structure process. The Hospital agrees that a shared governance committee comprised of Hospital leadership, bargaining unit nurses and interdisciplinary team members will meet routinely for the purpose of developing and implementing a shared governance structure. Once the shared governance structure is implemented, the committee’s focus will include nursing engagement, the patient experience and quality outcomes. The work of the committee will support the Hospital’s Vision, Mission and Values.

ARTICLE 15 – NO STRIKE, NO LOCKOUT
15.1 No Strike, No Lockout  In view of the importance of the operation of the Hospital's facilities to the community, the Hospital and the Association agree that there shall be no lockouts by the Hospital and no strikes or other interruptions of normal work by nurses or the Association during the term of this Agreement.

ARTICLE 16 – GENERAL PROVISIONS

16.1 Maintenance of Benefits  Regular full-time nurses and regular part-time nurses shall not suffer the loss of any fringe benefits as a result of not working any of their scheduled working days at the request of the Hospital.

16.2 Successors  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 which, in whole or in part, affects the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of this Agreement. The Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any organization with which it seeks to make such an agreement as aforementioned and if such notice is so given, the Hospital shall have no further obligations hereunder from date of takeover.

16.3 Rest Rooms and Lockers  Rest rooms and lockers shall be provided by the Hospital. The Hospital will continue to evaluate locker storage for the nursing staff and seek opportunities for additional locations and total number of lockers available.

16.4 Meal Discounts  Nurses may receive a 25% discount on meals by purchasing them through payroll deduction by using their photo identification card. Meals paid for with cash or check will not receive the 25% discount.

ARTICLE 17 – SEPARABILITY

17.1 Separability  In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

18.1 Labor Management Committee  The Hospital and Association will establish and maintain a Labor Management Committee (LMC). The goal and purpose of the LMC will be to further foster a collaborative relationship between the parties. Issues discussed will represent issues of mutual concern involving labor relations. The parties will establish and maintain Ground Rules and Guidelines to be followed for conducting regular meetings. LMC members will be released from work to attend LMC meetings, unless there is an emergency or critical need.

18.2 Composition of LMC  The composition of the LMC is set in the Ground Rules and Guidelines. Up to eight ONA LMC members shall be compensated for their time spent in the general monthly meeting up to a maximum of three hours per month at the member’s regular straight time rate. The hours compensated for LMC meetings will not count toward hours worked for purposes of calculating overtime and/or premium plus compensation.

ARTICLE 19 – MANAGEMENT RIGHTS

19.1 Management Rights  Except as modified by the collective bargaining agreement and past practices, the management of the Hospital and the direction of the work force shall be solely the right of the employer. The employer will bargain over any decisions regarding changes in the working conditions of employees.

ARTICLE 20 – DURATION AND TERMINATION

20.1 Duration  This Agreement shall be effective July 1, 2015 and shall remain in full force and effect through June 30, 2018, and shall continue in full force and effect from year to year thereafter unless either party gives notice.

20.2 Modification/Termination Notice  Either party may give notice in writing at least 90 days prior to any expiration date or modification date of its desire to terminate or modify such Agreement. Whenever possible, notification shall include the substance of the modification and the proposed language with which such desired modifications are to be expressed. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of negotiations.
20.3 Mutual Reopener  This Agreement may be opened by mutual agreement of the parties at any time.

20.4 Letters of Agreement  All Letters of Agreement that do not have a specific expiration date attached to them are subject to renegotiation at the expiration of the contract at the request of either party.
IN WITNESS WHEREOF the Hospital and the Association have executed this Agreement as of ______________________.

OREGON NURSES ASSOCIATION

Courtney Niebel
Labor Relations Representative

John Nangle, RN
Chair

Lynda Coats-Sellers, RN
Vice Chair

Andrea Rombach, RN

Joe Sack, RN
Treasurer

Eric Morton, RN
Organizing Co-Chair

Angie Streeter, RN

Judy Gage-Scott, RN
Member at Large

ST. CHARLES HEALTH SYSTEM

Robert D. Gomes
FACHE, Chief Executive Officer

Mark Highland, RN,
Manager, Ortho/Neuro Services

Karen Reed,
Chief Nursing Officer

Jackie McLean,
Manager, Perioperative Services

Debra Robinson, RN
Senior Director, Patient Care Services

Chad Davis
Manager Labor and Caregiver Relations

Julie Ostrom, RN,
Director, Patient Care Services
Charlie Berman, RN
Member at Large

Alison Field, RN, Alternate
APPENDIX A

The following are the rates of pay for all nurses employed under the terms of this Agreement:

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Salary increases will take effect on the first day of the payroll period that begins closest to the effective date noted above.
LETTER OF AGREEMENT

LOA 1

RELIEF NURSES HIRED BEFORE OCTOBER 1, 2004

St Charles Health System, INC., d/b/a St. Charles Bend (“Hospital”) and the Oregon Nurses Association (“Association”) agree that the following provisions shall apply to relief nurses last hired into their current relief positions before October 1, 2004:

Relief Nurses Hired Before October 1, 2004

A relief nurse last hired before October 1, 2004, must comply with the following requirements during the time that the relief nurse is actively employed by the Hospital:

Minimum Number of Shifts. A relief nurse must schedule to work shifts which total at least 36 hours per four week period (28 days).

Shift Availability. A relief nurse may elect to be available for the following shifts: PM's only, nights only, both days and nights, both days and PM's, or a combination of all three. A nurse who prefers days only must commit to be available to work at least one week each month on the second shift of his/her choice. Consideration shall be given by the Hospital for known shift preferences and seniority in requesting relief nurses to report for duty.

Weekends. Relief nurses must schedule to work every third weekend (provided that the unit schedules weekend shifts).

Holidays. Relief nurses must schedule to work at least one holiday (from New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Christmas Eve). The holiday will be scheduled by the Hospital, with input from the relief nurse, but the nurse will not be required to repeatedly work the same holiday.

Intermittent or Seasonal Time Off. When feasible, as determined by the Hospital, a relief nurse upon request shall be granted inactive employment status as an encouragement to maintain the nurse's long-term employment relationship. This status shall be made available to relief nurses on an equitable basis.
OREGON NURSES ASSOCIATION

Courtney Niebel
Labor Relations Representative

Date: 1/24/16

ST. CHARLES BEND

Robert D. Gomes
CEO, St. Charles Bend

Date: 2/6/16
LETTER OF AGREEMENT  
LOA 2  
PACU STANDBY POSITION

St. Charles Health System, INC., d/b/a St. Charles Bend (“Hospital”) and Oregon Nurses Association (“Association”) hereby agree to a benefited standby position for PACU. The following provisions will apply:

1. Scheduled standby will be from 2300 to 0700 five nights per week, excluding weekends, which can be defined as Friday-Saturday or Saturday-Sunday, depending on the needs of the unit and input from the nurses. Extra shifts outside these scheduled standby hours are not required; if the nurse works extra shifts outside the scheduled standby hours he/she shall be compensated under 8.5.2 or 8.5.3. Hours worked outside of the 40 standby hours will not apply to the 40 standby hours. For purposes of this compensation, this position is considered to be part-time.

2. The position will be required to report to work within the normal required reporting time for PACU standby (currently 30 minutes)

3. The position will have base pay and ETO accrual based on 40 hours per pay period.

4. The nurse will be paid at the straight time rate of pay including shift differential, with no standby compensation and no call back compensation for the first 40 hours worked in a pay period. Compensation and hours under 8.10.3 and 8.10.4 shall not apply to any of these first 40 hours worked in a pay period. Time worked beyond the nurses’ scheduled standby hours or call back will be paid at premium rate but is not considered an extra shift. Premium payment of time worked beyond the nurses’ scheduled standby hours or call back pertains only to nurses covered under this LOA.

5. After working 40 hours in a pay period, the nurse will be paid at the same as any other nurse working standby and callback.
6. ETO utilization shall be paid at a rate of four hours per regularly scheduled standby work shift. For each full standby shift the standby nurse is absent from work, ETO will be utilized in this four hour block (or the reduction of compensation if no ETO is available) and such block of ETO shall offset four of the 40 hours pay during the pay period. Partial shift absences shall be prorated.

7. Work on a holiday shall be compensated at the holiday rate as specified in Article 8.8 and shall count toward the first 40 hours worked in the pay period if part of the nurse’s regular schedule or required holiday rotation. The nurse shall be scheduled for standby on holidays as a part of the regular holiday rotation.

OREGON NURSES ASSOCIATION

Courtnay Meebel
Labor Relations Representative
Date: 1/26/16

ST. CHARLES BEND

Robert D. Gomes
CEO, St. Charles Bend
Date: 2/6/16
LETTER OF AGREEMENT
LOA 3

MDU STANDBY ARRANGEMENTS

Pursuant to Section 7.12.2 (required standby), the Oregon Nurses Association ("Association") and St. Charles Health System, INC., d/b/a St. Charles Bend ("Hospital") agree to establish after hours standby and callback in the Medical Diagnostics Unit (MDU) as follows:

**Definitions: The following definitions will apply to MDU:**

1. **After Hours:** 1730 – 0600, Monday through Sunday

2. **Weekend Standby:** 0600 – 1730 Saturday, Sunday and any holiday listed in Section 8.8.

3. **Regular Operating Hours:** 0600 – 1830 Monday through Friday, except for any holiday listed in Section 8.8.

**Weekend and Holiday Standby and Callback:**

1. There shall be a team of two with a minimum of one registered nurse on standby on weekends and holidays from 0600 – 1730.

2. Weekend and holiday procedures will be limited to inpatients and outpatient emergencies, where a delay in treatment would worsen morbidity or lengthen the patient’s Hospital stay. Screening exams, elective procedures, and routine diagnostic procedures will not be scheduled during weekend or holiday standby hours.

3. Weekend, holiday and after hours procedures are limited to those procedures normally performed in MDU.

**After Hours Standby and Callback:**

1. There shall be one qualified team member scheduled for after hours standby from 1730 – 0600 Monday through Sunday.
2. Use of standby qualified team member shall be limited to:
   a) Emergency procedures (as defined in 6 below).
   b) Unforeseen delays in elective procedures of scheduled MDU cases.
   c) Recovery of late patients is necessary and there is no other available staff to cover, i.e. overtime MDU staff or PACU. Nurses who are on standby will be given first right of refusal in either case.
   d) After hours non-emergent procedures for bedded IMCU patients.

3. Non-emergent procedures performed in the IMCU shall have a primary nurse assigned to the IMCU patient who shall provide 1:1 care to sedate, monitor, and recover the patient in their unit. A qualified procedural MDU team member will provide the technical support during the case.

4. Emergency procedures that are deemed necessary after hours must be performed in the ICU or Emergency Department. No after hours emergency procedures will be done in the MDU area. Procedures performed in the OR are only done in conjunction with anesthesia.

5. The primary nurse assigned to the patient in ICU or ER will provide 1:1 care to sedate, monitor, and recover the patient in their unit. A qualified procedural MDU team member will provide the technical support during the case.

6. For purposes of this letter of agreement, “emergency procedure,” means those cases where a delay in treatment could be life threatening or cause a significant increase in morbidity. Examples of emergency procedure cases include severe GI bleeds with hemodynamic instability, esophageal foreign body obstructions, and pulmonary foreign bodies.
7. The physician performing the procedure after hours will evaluate the patient and communicate directly with the MDU nurse on standby to arrange the procedure.

8. Concerns regarding appropriateness of after hours cases and/or use of standby staff shall be addressed with the medical director, nurse manager, or designee.

9. An MDU qualified team member called back to work from standby will be expected to report ready for work within one (1) hour from the time they receive the call to report.

OREGON NURSES ASSOCIATION

Courtney Niebel
Labor Relations Representative  
Date: 1/26/16

ST. CHARLES BEND

Robert D. Gomes
CEO, St. Charles Bend  
Date: 2/6/16
LETTER OF AGREEMENT
LOA 4
POST ANESTHESIA CARE UNIT (PACU)
MANDATORY STANDBY

St. Charles Health System, INC., d/b/a St. Charles Bend (“Hospital) and the Oregon Nurses Association (“Association”) agree that the following provisions shall apply to the scheduling of Mandatory Standby for nurses practicing within the Post Anesthesia Care Unit. Standby will be a requirement of all full-time and part-time RN’s practicing within the Post Anesthesia Care Unit. Each nurse will be required to rotate through both weeknight and weekend night standby shifts.

Standby coverage times will be weeknight Sunday 1900-0700 and Monday - Thursday 2300-0700 and weekend night Friday 2300-0700 and Saturday 1900-0700.

1. Nurses regularly assigned to weekend rotation will be exempt from the weekend night standby requirement.

2. While on standby caregivers are required to be accessible by phone at all times. The nurse is responsible for updating the phone list at the Main OR desk. It is the nurse’s responsibility to maintain accurate contact information.

3. The RN is required to report to duty and be ready to receive patients within 30 minutes.

4. Nurses assigned a shift that is during a scheduled ETO are expected to find their own coverage or trade.

5. Caregivers may trade standby as long as the following criteria are met.
   a. Caregivers must replace themselves with a PACU RN.
   b. The caregiver must assure that the monthly standby calendar is changed in PACU and with the OR.
c. If the trade is made for the same day or on Friday for the weekend standby shifts the RN must make the changes on the OR daily standby assignment list.

6. Nurses who have 20 years of continuous employment at St Charles Medical Center- Bend may request to be exempt from the standby rotation. The exempt status will be approved by the PACU Manager based on core staffing and unit needs. The exempt status will not apply to short notice standby and may be rescinded if the core staffing needs cannot be met.

7. Short Notice Standby will be filled with volunteers first and then assigned by reverse seniority by the number of accumulative short notice shifts. The nurse may decline once in six months for a total of two per year and cannot use back to back declines. Credit is given for volunteering into a short notice standby shift of four hours or greater.

8. Open night shifts normally covered by scheduled staff will be covered by short notice standby.

9. All non-relief PACU RN’s will be assigned holidays by rotation. Holiday’s will be divided into 12 hour shifts and will be covered by standby. Holidays and shifts can be split and/or traded by mutual agreement. Standby holiday shifts that become open after the holiday schedule is posted will be assigned using short notice standby.

10. Weekend days will be staffed 0700-1930 by two PACU nurses as part of the regular work week.
LETTER OF AGREEMENT
LOA 5

SHARED NURSING POOL (SNP) FOR
ST. CHARLES HEALTH SYSTEM - BEND, REDMOND, AND PRINEVILLE
HOSPITAL

St. Charles Health System Inc., d/b/a St. Charles Bend (“Hospital”), Redmond and Prineville Hospital (“Hospital”) and the Oregon Nurses Association (“Association”) agree that the following provisions shall apply to the establishment and implementation of a SHARED NURSING POOL for St. Charles Health System Bend, Redmond and Prineville Hospital. The SHARED NURSING POOL (SNP) is a nursing resource pool separate from the currently established float pool at the Bend Hospital. This agreement will only apply to nurses regularly assigned to one Hospital and “floating” to the other Hospital for temporary shift assignment(s). Shift assignments may not be in the nurse’s regular department or regular Hospital. Nurses will be assigned to departments they are qualified to perform the work to be done. Initial orientation will be provided when a nurse first works for a new unit.

Provisions in this LOA will only apply to the SNP.

The goals of the Shared Nursing Pool are:

• Provide opportunities for nurses to supplement periods of call off.
• Use nursing resources where needed in times of shortages.
• Allow nurses an opportunity to pick up additional shifts.

Definition of Terms:

Primary Contract: The collective bargaining agreement which the nurse receives benefits under. For relief nurses this is the collective bargaining agreement which they were first hired under.

Provisions of this LOA:

1. All participation in the SNP will be voluntary.

2. Nurses participating in the SNP must be regular (FT / PT) or relief nurses at one of the Hospitals.
3. Nurses must indicate their interest and willingness to participate in the SNP prior to being assigned in this capacity. Patient Care Support Services in Bend will have forms for nurses to sign up for SNP assignments.

4. Nurses currently in formal unresolved corrective action (written and/or final written) will not be eligible to participate in the SNP. Nurses can be removed from the SNP for performance concerns which have been documented through the Corrective Action process.

5. Hours worked in the SNP will be credited to the nurse’s primary contract seniority accrual.

6. Nurses will be assigned to shifts in the SNP in the following order provided they are qualified for the assignment:
   I. Nurses called off due to low census within the current pay period.
   II. Nurses still in straight time hours. If more than one nurse is eligible then by rotation.
   III. Then by equal rotation within the SNP.

7. Call Off/Low Census: In event of low census nurses will be called off in the order of: Agency, SNP nurses, Volunteers, Travelers, then per contract at each location.

8. The nurse’s primary contract shall prevail in all matters NOT addressed in this LOA.

9. Nurses on an SNP assignment shall not be shifted from one campus to another once they have begun their shift, unless the nurse agrees to be shifted. The nurse may be asked to float from one unit to another provided they are qualified and can be oriented to that unit.

10. Nurses in relief positions other than their primary location will not be eligible to participate in the SNP unless they give up one of their other relief position(s).

11. Nurses on standby will not be eligible to accept an assignment in the SNP that will conflict with their standby hours.
12. The administration of the SNP will be performed by Patient Care Support Services in Bend.

13. This LOA does not circumvent management’s right to employ Travelers and Agency nurses as needed.

Compensation

1. Nurses will be paid an SNP Premium of $15 per hour for all hours worked in an SNP assignment. Nurses will be paid their straight time hourly wage plus applicable shift differential (i.e. evening, night or weekend differential) from their primary contract position.

2. Nurses will be paid overtime when they have worked in excess of 40 hours in a work week or 80 hours in a pay period. All hours worked by the nurse for either location will be included in this calculation.

3. If a nurse calls in, i.e., an unscheduled absence, during the involved pay period, the SNP premium will not apply.

4. If a nurse works one of the six recognized holidays they will receive 1.5 times their primary base rate plus any applicable shift differential as stated above plus the SNP premium. The SNP premium will not be subject to the overtime calculation.

5. Overtime will be calculated at 1.5 times the nurse’s primary contract base rate plus any applicable shift differential (i.e. evening, night or weekend differentials). The SNP premium will be added to this wage but will not be subject to the overtime calculation.

6. All other contractual premiums will not apply to hours worked in the SNP.

OREGON NURSES ASSOCIATION

Courtney Niebel
Labor Relations Representative

Date: 1/26/16

ST CHARLES BEND

Robert D. Gomes
CEO, St. Charles Bend

Date: 2/6/16
LETTER OF AGREEMENT

LOA 6

SAGE VIEW CALL OFF SCHEDULE

St. Charles Health System, Inc., d/b/a St. Charles Bend ("Hospital") and the Oregon Nurses Association ("Association") hereby agree that the following provisions will apply to low census call-offs for Registered Nurses with positions at the Behavioral Health Unit known as "Sage View." The Hospital and the Association recognize that Sage View has unique staffing situations during low census periods that do not have a precedent or current practice in any other unit in the Hospital. It is the intent of the Hospital and the Association to formalize this letter of agreement so that a fair and equitable system of call-offs can be implemented to accommodate the schedule.

Low census call-off at Sage View only occurs between 0700-2330. Low census call-off parameters are currently set at a patient census below eight.

Due to staffing needs and scheduling during the night shift there is no call-off between 2330-0700.

Call off shall occur by rotation between all Registered Nurses scheduled between 0700-2330.

The Hospital and the Association agree this Letter of Agreement will not set a precedent.

OREGON NURSES ASSOCIATION

Courtney Niebel
Labor Relations Representative

Date: 1/26/16

ST. CHARLES BEND

Robert D. Gomes
CEO, St. Charles Bend

Date: 2/6/16
LETTER OF AGREEMENT
LOA 7
CHARGE NURSES

St. Charles Health System, Inc., d/b/a St. Charles Bend ("Hospital") and the Oregon Nurses Association ("Association") agree to the following regarding Charge Nurses.

1.) St. Charles Health System Bend will not seek to remove the Charge Nurses from the bargaining unit.

2.) General Duty Nurses are responsible for the direct or indirect total care of the patient. The direct or indirect total care of a patient is the responsibility of the ONA nurse and is bargaining unit work. This work is not to be performed outside of the bargaining unit unless it is De Minimis or emergent work. Both De Minimis and emergent work shall be the exception vs. the norm and will not be routine. The Parties agree to bring forward examples of bargaining unit work not being performed by ONA nurses and are committed to a quick resolution of work processes and direction to caregivers involved as needed to uphold Labor Agreement language.

3.) The charge nurse is a general duty nurse who has been awarded a position with additional duties to assist the unit leadership in the administration of an organized nursing unit. These duties can be performed by both the charge nurse and/or non-bargaining unit caregivers. The Hospital leadership has the overall responsibility, oversight, and direction of the nursing unit and the administrative tasks that a charge nurse assists with per the labor agreement per Article 3.3. A charge nurse does not carry a twenty four (24) hour responsibility for the unit.

4.) Non bargaining unit caregivers should not relieve General Duty Nurses and charge nurses for breaks and lunches. The exception is the charge nurse Duties of assisting the unit leadership in the administration of an organized nursing unit.

5.) Nursing units are expected to function as a team which includes ONA nurses defined in the Labor Agreement, administrative support personnel, supervisors/managers/directors, and nurses not employed in direct patient
nursing services. Hospital leadership and Charge Nurses are expected to huddle/communicate regularly over the needs of the unit, which may include staff assignments, ADTs, changes in acuity, patient room assignments, and the bed board as needed to meet patient needs. It is the goal of both Parties to reduce/minimize redundancy of work in the nursing units.

6.) Charge nurses are not required to take a 50% patient assignment for their shift. A charge nurse will have a patient assignment and/or patient care duties depending on the circumstances of the nursing unit. This is consistent with current practice now in various departments across the Bend Hospital and past practice prior to 2012 contract negotiations. The UPC will continue to have input on charge nurse assignments and/or patient care duties. This input includes previous collaborative discussions not in conflict with this settlement or the Labor Agreement. Nursing hours per patient day targets are not being adjusted, at this time, based on this change. Departments need to execute staffing that meets established staffing plans. Staffing is the responsibility of the unit nursing leadership with input from the charge nurse. Nursing leadership values the clinical expertise, experience, and leadership of the charge nurse.

7.) The ONA and Hospital leadership agree that any dispute about bargaining unit work will be discussed away from patient care areas, and should be discussed in a professional and respectful tone by all Parties involved.
LETTER OF AGREEMENT
LOA 8
ICU FLOATING

St. Charles Health System, INC., d/b/a St. Charles Bend (“Hospital”) and the Oregon Nurses Association (“Association”) hereby agree that the ICU will be designated a specialty unit. The letter of agreement clarifies how the nurses from ICU float to other units.

1. The Intensive Care RNs will not be required to float outside of the IMCU without the nurse’s prior consent.

2. The Intensive Care RN will float to IMCU if needed and will be returned to the ICU if their skills are needed for patient care, as determined by clinical supervisor/management utilizing unit guidelines and/or charge nurse request.

3. No change is proposed for Critical Care Floats.

4. ICU RNs may voluntarily sign up for stand-by shifts to allow for admissions to all available ICU beds.

5. Nothing in this letter of agreement requires mandatory standby or mandatory overtime.

This letter of agreement shall expire upon mutual agreement by the Hospital and the Association. The parties agree to further evaluate this LOA throughout the duration of the labor agreement.

OREGON NURSES ASSOCIATION

Courtney Niebel
Labor Relations Representative
Date: 4/28/16

ST. CHARLES BEND

Robert D. Gomes
CEO, St. Charles Bend
Date: 6/1/16
LETTER OF AGREEMENT
LOA 9
MOTHER AND CHILD SERVICES SCHS BEND

St. Charles Health System, Inc. d/b/a St. Charles Bend (“Hospital”) and the Oregon Nurses Association (“Association”) agree to the following provisions as they relate to the floating for Registered Nurses with positions in Mother and Child Services. The provisions of this agreement, where inconsistent with the current contract, are intended to supersede the current contract Article 7.16, 7.16.2, 7.16.3. Nurses within Mother and Child Services will not be required, but may volunteer, to float outside of the service areas of NICU, FBC, and Pediatrics.

Two areas of assignment within the Mother and Child Services line will be required for all nurses, after successful completion of their introductory period, for the purpose of adequately staffing these specialty units. The area of assignment will be based on the staffing needs of each respective unit and will be assigned by department leadership based on consideration of the nurse’s preference and department needs. If openings in the nurse’s area of choice arise later, they will be filled based on seniority. Floating will be done in an equitable rotation, based on skill mix, between the specialty areas of Perinatal nursing (FBC), NICU, and Pediatrics.

Each nurse will be required to maintain the skills to allow her/him to be safely reassigned to another MCS unit, Ref Article 7.16.2. Nurses with skills to provide all aspects of Perinatal care offered in FBC will not be required to maintain a second area of assignment within MCS.

Nurse Managers, designee, or Charge RN may mandate an out of turn float/assignment for skill mix and/or patient safety.

OREGON NURSES ASSOCIATION
Courtney Niebel
Labor Relations Representative
Date: 1/26/16

ST. CHARLES BEND
Robert D. Gomes
CEO, St. Charles Bend
Date: 2/6/16
LETTER OF AGREEMENT
LOA 10
RADIOLOGY DEPARTMENT
MANDATORY STANDBY

St. Charles Health System, INC., d/b/a St. Charles Bend ("Hospital") and the Oregon Nurses Association ("Association") agree that the following provisions shall apply to the scheduling of mandatory standby and voluntary standby for nurses practicing within the Radiology Department. Standby will be a requirement of all full-time and part-time RN’s practicing within the Radiology Department. Each nurse will be required to sign up for Standby.

Standby will be utilized to provide coverage on Saturdays, Sundays and holidays for MRIs and radiology invasive procedures normally performed by the Radiology RNs. Standby coverage times will be from 0900 to 1730.

Weekend Standby: Mandatory weekend standby will be scheduled among the full-time and part-time nurses on a rotational basis, as is current practice.

Holiday Standby: Holiday standby shifts will be posted in advance for a two week voluntary sign up. Winter holiday sign ups will be posted in October. Volunteers for holiday shifts will be given first preference for standby on holidays. If more than one volunteer signs up for a given holiday, and the nurses are not able to agree among themselves as to who will be granted the holiday standby, the senior nurse will be awarded the holiday standby; however seniority may only be invoked once in a two year period. If there is no volunteer for holiday(s) during the two week posting, the holiday standby will be assigned. Holiday standby assignment will be in reverse order of seniority; and the seniority list for mandatory holiday sign-up will be a rolling list to ensure equity in assigning the additional shifts.

Standby Expectations: While on standby, the caregiver is required to be accessible by phone/pager at all times. The general Radiology Department will attempt to contact the caregiver at their designated phone number. It will be the nurse’s responsibility to inform the general Radiology Department of the proper contact
telephone/pager number. The caregiver is required to report to the Hospital within 20 minutes.

**Trading Standby:** Caregivers may trade standby, provided the replacement is a qualified caregiver. The caregiver originally scheduled for the standby must communicate the change to the supervisor.

Relief Nurses: Relief nurses may volunteer for standby.

**OREGON NURSES ASSOCIATION**

Courtney Niebel
Labor Relations Representative

Date: 1/26/16

**ST. CHARLES BEND**

Robert D. Gomes
CEO, St. Charles Bend

Date: 2/6/16
LETTER OF AGREEMENT  
LOA 11 
NEONATAL TRANSPORT  

St. Charles Health System, INC., d/b/a St. Charles Bend ("Hospital") and the Oregon Nurses Association ("Association") agree that the following provisions shall apply to Neonatal Intensive Care Unit (NICU) nurses performing the duties of transporting neonatal patients.

- Eligible NICU Nurses must meet and maintain the requirements, competencies and skills established by the Hospital to transport neonatal patients.

- NICU nurses will be designated on the schedule as the assigned qualified Neonatal Transport Nurse each shift.

- NICU Nurses performing the transport duties will receive an additional $50 per hour in addition to the nurse’s applicable rate of pay for all time spent transporting a neonate. Partial hours will be pro-rated up to the nearest ¼ hour.

- Transport time is defined as the time the nurse is activated for a transport until they return to the Bend NICU. Time spent at the Bend NICU after a transport to finish paperwork will not be eligible for the $50 per hour transport differential.

- The transport differential is not subject to any premium calculations.

- Nurses on the Neonatal Transport Team are considered a specialty team for Mother and Child Services and will be required to fulfill standby needs for the Neonatal Transport Team as needed.

- In the event the neonatal transport team is stranded away from the Hospital due to weather, maintenance issues, pilot unavailability or any other issue beyond the nurse’s control that prevents the return of the nurse to the Hospital, the nurse will be paid the applicable rate of pay, less the additional $50 per hour transport fee, during the time the nurse is waiting for aircraft or ground vehicle to return to service. As soon as the aircraft or ground transport becomes available and the nurse can
resume transport or transit, the $50 per hour transport fee will restart until the completion of the transport.

OREGON NURSES ASSOCIATION

Courtney Nebel
Labor Relations Representative
Date: 1/24/16

ST. CHARLES BEND

Robert D. Gomes
CEO, St. Charles Bend
Date: 2/6/16
LETTER OF AGREEMENT
LOA 12

TRAVEL PAY FOR NURSES AFFECTED BY THE PERIOP MERGER

St. Charles Health System, INC., d/b/a St. Charles Bend (“Hospital”) and Oregon Nurses Association (“Association”) agree that the following provisions shall apply to the four (4) nurses discussed during the July 1, 2012 -June 30, 2015 contract negotiations. The agreement will be placed in the 4 caregiver’s files.

• The two (2) affected nurses will receive one (1) hour of Travel Pay at the callback rate every time they are scheduled for standby on a weekend or holiday shift and the week day evening shift from 1900 – 2300, regardless of whether they are called back or not. This one (1) hour will be coded as Travel Pay and paid at the applicable call back rate per article 8.10.2.

• This Travel Pay will be part of the two (2) hour minimum guarantee per article 8.10.4. For example, if a nurse is called in to work and works only sixty (60) minutes they will only receive one (1) hour of call back pay plus their one (1) hour of travel pay equaling two (2) hours.

• Only the two (2) nurses identified will be eligible for this travel pay. If any of these two (2) nurses leaves the organization or transfers to another department and then transfers back to Periop this agreement will no longer apply to them.

OREGON NURSES ASSOCIATION

Courtney Niebel
Labor Relations Representative
Date: 1/26/16

ST. CHARLES BEND

Robert D. Gomes
CEO, St. Charles Bend
Date: 2/16/16
LETTER OF AGREEMENT  
LOA 13

PREMIUM PAY FOR MANDATORY MEETING OR TRAINING

St. Charles Health System, INC., d/b/a St. Charles Bend ("Hospital") and the Oregon Nurses Association ("Association") agree to the following provisions regarding premium pay for mandatory training and mandatory meetings.

1. Premium pay will be paid to regular full time and regular part time nurses who attend a mandatory meeting or training outside their scheduled hours.

2. Minimum 72 hours worked/paid/HR as referenced in Article 8.5.2 is not a requirement for premium pay for mandatory meetings/training that are scheduled outside the nurse’s scheduled hours.

3. No premium pay is paid if the mandatory meeting/training occurs during the nurse’s scheduled hours.

4. Relief nurses are not eligible for premium pay for education or mandatory meetings.

5. The intent of the parties is to continue prior practices regarding premium pay for mandatory meeting and mandatory training.

6. Premium rate of pay will be based on the actual hours spent in the mandatory meeting/training.

OREGON NURSES ASSOCIATION  
Courtney Niebel  
Labor Relations Representative  
Date: 1/20/16

ST. CHARLES BEND  
Robert D. Gomes  
CEO, St. Charles Bend  
Date: 2/6/16
LETTER OF AGREEMENT  
LOA 14  
PRE-SURGERY CLINIC  
ROTATIONAL SHIFTS, WEEKEND AND HOLIDAY COVERAGE  
St. Charles Health System, INC., d/b/a St. Charles Bend (“Hospital”) and the Oregon Nurses Association (“Association”) agree that the following provisions shall apply to the scheduling of rotational shifts, weekend and holiday coverage for all full and part time nurses in the Bend Pre-Surgery Clinic.  

Pre-Surgery Shifts and Starting Times  
The Pre-Surgery Clinic will operate on a 7 day a week schedule with the following rotational shifts:

1. 0530 – 1600 Monday – Thursday and 0630 – 1700 on Friday
2. 0800 – 1830 Monday – Friday
3. 1100 – 2130 Monday – Friday
4. 0630 – 1700 Saturday and Sunday
5. 0600-1630 Charge RN

Monday – Friday Shifts  
Nurses will normally rotate between two of the starting times 1 and 2 or 2 and 3.

A nurse whose primary rotation is between starting times 1 and 2 may on occasion be asked to work starting time 3 if no nurse with starting time 2 and 3 is available to cover the shift. This will be on a voluntary basis.

Weekend Shifts  
All full and part time nurses will rotate weekend shifts, (defined as a Saturday and a Sunday) on an equal basis. This should equate to approximately one weekend every three months. This can vary based on patient care needs and staffing availability.

Holiday Shifts  
All full time and part time nurses will rotate holiday shifts (six legal holidays a year) on an equal basis. Two nurses will be scheduled to staff the pre-op area from 0700 – 1730.
This should equate to approximately one holiday every three years. This can vary based on the total number of full time and part time nurses.

**Relief Nurses**

Relief nurses will rotate between starting times 1 and 2, or 2 and 3.

Relief nurses may also be asked to work an alternate shift as needed.

Relief nurses will be expected to submit their availability to work one weekend every three months. The relief nurses will be utilized to cover previously planned ETO requests. Relief Nurses may cover weekend shifts when an unexpected absence occurs on a voluntary basis.

OREGON NURSES ASSOCIATION  \hspace{1cm}  ST. CHARLES BEND

Courtney Niebel  \hspace{1cm}  Robert D. Gomes
Labor Relations Representative  \hspace{1cm}  CEO, St. Charles Bend

Date: 4/28/16  \hspace{1cm}  Date: 26 Jan 16
LETTER OF AGREEMENT
LOA 15

IMPLEMENTATION OF DISCIPLINARY STEP INCREASE DELAY

St. Charles Health System, INC., d/b/a St. Charles Bend (“Hospital”) and the Oregon Nurses Association (“Association”) agree to the following procedures for implementation of the disciplinary delay of a nurse’s step increase, which the parties agreed to in Article 5.1.4.

Prior to Implementation of Step Delay

1. The nurse must have received (at a minimum) a written corrective action issued during the current performance year.

2. The nurse must have been made aware (in advance of the evaluation) that failure to improve performance might result in a step increase delay.

3. The nurse must have continued ongoing performance issues in the period following the issuance of the written corrective action. Such ongoing performance issues after the issuance of the written corrective action must be fully documented in the performance evaluation. The nurse must be given at least 60 days to demonstrate resolution of performance issues prior to withholding step increase.

4. All step increase delays must be reviewed by the Manager of Caregiver Labor Relations or HR Representative.

5. Because a delay of step increase is a disciplinary action, implementation of step increase delay is subject to the just cause provision and grievance procedure of the collective bargaining agreement.

After Implementation of Step Delay:

1. The manager must meet with the nurse at a minimum of 30 days, 60 days, and 90 days to evaluate continued performance and progress towards meeting goals.
2. At 90 days, the nurse’s performance will be formally re-evaluated. If the nurse’s performance has met expectations, the applicable step increase will be implemented without retroactivity.

3. If the nurse’s performance has not improved after the initial 90 day delay, the step increase will continue to be withheld. The nurse will continue in a performance improvement plan, and will continue to meet with the manager at 120, 150, and 180 days. If the nurse meets expectations at the end of that period, the applicable step increase will be implemented without retroactivity.

4. If the nurse still doesn’t meet performance expectations they will not be eligible for a step increase until their next annual review. Their performance will be evaluated at their next anniversary date and if, based on the compensation progression schedule, they are not due for a step increase they may be eligible at that time for the missed step increase without retroactivity.

5. This is an alternative that may be used in the corrective action process. Nothing prevents management from continuing further disciplinary action in accordance with the corrective action process.
LETTER OF AGREEMENT  
LOA 16  
SECOND EYE TEAM OR NURSE

St. Charles Health System, INC., d/b/a St. Charles Bend (“Hospital”) and the Oregon Nurses Association (“Association”) agree that the following provisions shall apply when a second eye team nurse is called in after hours for an emergency eye procedure; this LOA is limited to situations in which the physician does not provide their own scrub.

1. If available, a second eye team RN (in addition to the team member on standby) will be called in. The second eye team nurse will receive standby and call back for a minimum of two hours.

2. This Agreement will not set a precedent for the practice of standby, callback, or use of critical needs compensation in other units or other situations.

3. Both parties agree that this is limited to eye procedures when the physician does not have their own scrub. Once the procedure is complete, the secondary RN will be released and not expected to remain on standby.

OREGON NURSES ASSOCIATION

Courtney Niebel  
Labor Relations Representative
Date: 1/26/16

ST. CHARLES BEND

Robert D. Gomes  
CEO, St. Charles Bend
Date: 2/1/16
LETTER OF AGREEMENT
LOA 17

OPERATING ROOMS MANDATORY STANDBY

St. Charles Health System, Inc., d/b/a St. Charles Bend ("Hospital") and the Oregon Nurses Association ("Association") agree that the following provisions shall apply to the scheduling of Mandatory Standby and weekend work. Standby shall be a requirement of all full-time and part-time nurses, practicing within the Operating Rooms, excluding Charge Nurses.

1. Standby coverage times will be defined by Operating Room Standby Guidelines. Modifications to the Operating Room Standby Guidelines will be made in collaboration between management and the UPC.

2. The Hospital currently has Specialty Teams (heart, eye, and bio-med). These teams will take standby for their areas of expertise. While on standby, they will be expected to supplement the General Response Teams as needed to provide patient care.

3. The General Response Teams will consist of a “1st Call” and a “2nd Call” team. Full and part time RN's will rotate through the 1st call and 2nd call positions.

4. RN's will be scheduled for standby Monday-Thursday during the night time hours and the evening hours, for an average of three weekday evenings or night shifts/month, 12-24 hours, based on core staffing needs being met.

5. On the weekends the 1st call team and 2nd call team will provide standby coverage as defined in the Operating Room Standby Guidelines. RNs who are scheduled to work every other weekend are exempt from weekend standby. All RNs will rotate through the call rotation equally based on scheduled call hours and department needs.

6. Only weekend RNs who work 12 hour day shifts, 0700-1930, will rotate through weekends (Saturday and Sunday) every other weekend.
7. All full-time and part-time RN’s will rotate standby on Hospital-designated holidays, approximately one holiday and one holiday weekend per year.

8. Caregivers may trade or give away standby, as long as the following criteria are met:

   a. Caregivers must trade within their area of expertise.

   b. Caregivers must trade with an equivalent skill, i.e., circulator or scrub.

   c. If the trade is made for the same day or on Friday for weekend standby shifts, the RN must confirm the changes are made on the OR daily standby assignment list.

   d. All trades must be reviewed and approved by a Supervisor or Charge Nurse.

9. The RN is required to report to duty within 20 minutes of being called except for members of the Eye Team, they will be required to report to duty within 30 minutes of being called.

10. Nurses who have twenty (20) years of continuous employment as a regular full or part-time nurse at St. Charles Health System Bend may request to be exempt from the standby rotation. The exempt status will be approved by the OR Manager based on core staffing and unit needs. The exempt status will not apply to short notice standby and may be rescinded if the core staffing needs cannot be met.
LETTER OF AGREEMENT
LOA 18
EXTENDED ILLNESS BANK (EIB)

St. Charles Health System, Inc., d/b/a St. Charles Bend (“Hospital”) and Oregon Nurses Association (“Association”) hereby agree that the following provisions shall apply to EIB.

1. All EIB language will be removed from the body of the Labor Agreement and will be contained within this Letter of Agreement (LOA).

2. EIB will be compensated at the nurse’s regular rate of pay including applicable differentials.

3. This LOA applies to nurses who have an EIB balance.

4. EIB will not be considered “time worked” for purposes of Article 8.5.3 (a).

Use of Extended Illness Bank (EIB) Nurses will only be eligible to move into the Short Term Disability (STD) plan (from the EIB plan) each year during open enrollment, and such nurses will not be eligible to retain their EIB accounts when moving into STD.

EIB hours are intended to be used only in cases of extended illness or accident. All use of EIB requires verification by a Provider.

Short term disability payments (for nurses with EIB) will not be paid until the nurse has exhausted his/her EIB.

Waiting Period EIB can only be used after a nurse has been ill or disabled for three consecutive working days or for 24 scheduled working hours, whichever occurs first, or on the first day of hospitalization or surgery with anticipated recovery duration of seven days or more. EIB may be used for immediate subsequent workdays or hours if the nurse is unable to work due to
illness or accident. For chronic conditions, the nurse is required to satisfy the three-day waiting period only once during a calendar year.

**Relief Nurse** Relief nurses who have available EIB hours are considered to have satisfied this requirement on the first day of hospitalization, in the event of surgery or, at the discretion of the Hospital, in cases of other verified extended illness. When a relief nurse qualifies for use of EIB, the amount of time to be paid will be based on the nurse's average daily hours calculated according to the average number of hours worked per pay period during the prior seven pay periods.

**Use During ETO** If a nurse becomes ill during a period of previously scheduled ETO, the nurse may switch to benefits available under EIB on the fourth consecutive day or after 24 hours of the illness for the duration of the illness.

**With Workers' Compensation and Disability** Because workers' compensation benefits are not subject to withholding taxes, and are intended under state law to replace net pay, EIB is not used to supplement workers' compensation benefits. If a nurse is receiving disability benefits, the nurse should check the plan coverage and requirements before using EIB, to ensure that the EIB benefit does not reduce the nurse's disability benefits.

**Accrual Rate/Maximum Accrual** For nurses remaining in the EIB program, EIB will accrue at the rate of .0192 per hour. EIB maximum accrual for nurses remaining in the EIB program is 1,040 hours or 130 days.

Nurses will no longer be able to deposit any unused ETO into their EIB banks.

**Relief RN** When a regular nurse transfers to a relief position, accrued but unused EIB hours can be used in accordance with the provisions of this letter.

**Upon Retirement** When a nurse will retire due to physical disability, the disabled nurse can use the time remaining in their EIB balance before retirement.
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 ONA Collective Bargaining Agreement with
St. Charles Medical Center Bend, July 1, 2012 through June 30, 2015.

Signature:___________________________________________________________

Today's Date: __________________________

Your Mailing Address_________________________________________________
____________________________________________________________________
____________________________________________________________________

Home Phone: __________________________ Work Phone:____________________

Email: __________________________ Unit: ________________________________

Shift: __________________________