

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**OREGON NURSES ASSOCIATION**

**AND**

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

**July 1, 2015<sup>2</sup> through June 30, 2018<sup>5</sup>**

**TABLE OF CONTENTS**

**Page No.**

**PREAMBLE** ..... 1

**ARTICLE 1 – RECOGNITION AND MEMBERSHIP**..... 1

**1.1 Bargaining Unit**..... 1

**1.2 Membership** ..... 1

**1.2.1 Fair Share Payment** ..... 2

**1.2.2 Dues Deduction**..... 2

**ARTICLE 2 – ASSOCIATION REPRESENTATIVE**..... 2

**2.1 Access to Premises**..... 2

**2.2 Bulletin Boards** ..... 3

**2.3 Bargaining Unit Rosters**..... 3

**2.4 Association Representative Rosters** ..... 3

**2.5 Orientation of Newly Hired Nurses** ..... 3

**2.6 Distribution of Association Materials** ..... 3

**2.7 Meetings with Management** ..... 4

**ARTICLE 3 – EMPLOYEE DEFINITIONS** ..... 4

**3.1 Nurse** ..... 4

**3.2 General Duty Nurse** ..... 4

**3.3 Charge Nurse** ..... 4

**3.4 Relief Charge Nurse** ..... 4

**3.5 Specialty Coordinator** ..... 4

**3.6 Regular Full-Time Nurse** ..... 4

**3.7 Regular Part-Time Nurse**..... 4

**3.8 Relief Nurse**..... 5

**3.8.1 Retiree Relief Nurse**..... 5

**3.9 Temporary Position** ..... 5

**3.10 Seasonal Nurse**..... 5

**ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY**..... 5

**4.1 Nondiscrimination** ..... 5

**4.2 Association Membership and Activities** ..... 6

**ARTICLE 5 – EMPLOYMENT STATUS** ..... 6

**5.1 Discipline and Discharge**..... 6

**TABLE OF CONTENTS**

	<u>Page No.</u>
5.1.1 Association Representation .....	6
5.1.2 Employee Response .....	6
5.1.3 Confidentiality .....	6
5.1.4 Progressive Discipline .....	6
5.1.5 Disciplinary Documentation .....	7
5.1.6 Suspension Pending Investigation .....	7
5.2 Introductory Nurses .....	7
5.2.1 Introductory Period.....	7
5.2.2 Introductory Discipline and Termination .....	7
5.3 Notice of Resignation.....	8
5.4 Notice of Termination.....	8
5.5 Exit Interviews .....	8
5.6 Personnel Records.....	8
5.6.1 Evaluations.....	8
5.7 Chronological Records .....	998
5.7.1 Definition .....	998
5.7.2 Use .....	9
5.7.3 Notice.....	9
5.7.4 Purging .....	9
<b>ARTICLE 6 – GRIEVANCE PROCEDURE.....</b>	<b>9</b>
6.1 Intent.....	9
6.2 When Applicable.....	9
6.3 Grievance Procedure .....	9
Step One .....	10
Step Two.....	10
Step Three .....	10
6.4 Association Grievance.....	11
6.5 Timeliness .....	11
6.6 Discharge Grievances.....	11
6.7 Arbitration Procedure .....	11
<b>ARTICLE 7 – HOURS OF WORK.....</b>	<b>12</b>
7.1 Workweek.....	12

**TABLE OF CONTENTS**

	<u>Page No.</u>
7.2 Workday .....	12
7.2.1 Variable Shift/Unit Position .....	12
7.2.2 Short Shift .....	12
7.3 Alternate Work Schedules .....	13
7.4 Shift Length Alternative .....	13
7.5 Weekend Work.....	141413
7.5.1 Weekend Definition.....	14
7.5.2 Weekend Work Exemption.....	14
7.6 Work Authorization .....	14
7.7 Rest and Meal Periods .....	14
7.8 Work Schedules.....	161615
7.9 Time-Sheet Records.....	171715
7.10 Report Pay.....	171715
7.11 Relief Nurse Work Requirements.....	181816
7.11.1 Relief Nurses Hired On or After October 1, 2004 .....	181816
7.11.1.1 Minimum Number of Hours .....	16
7.11.1.2 Weekends .....	17
7.11.1.3 Holidays .....	17
7.11.1.4 Intermittent or Seasonal Time Off .....	17
7.11.1.5 Relief Nurses Working Multiple Departments .....	17
7.12 Standby .....	202018
7.12.1 Scheduling Guidelines .....	202018
7.12.2 Required Standby .....	202018
7.13 Extra WorkScheduling .....	202018
7.14 Consecutive Work Hour Limitation .....	212118
7.15 Charge Nurse Assignment.....	212119
7.15.1 Unit Assignment .....	212119
7.15.2 Guidelines .....	212119
7.16 Floating.....	212119
7.16.1 Float Exceptions .....	222219
7.16.2 Supplemental Assistance .....	222219
7.16.3 Return to Unit .....	222220

**TABLE OF CONTENTS**

**Page No.**

<b>ARTICLE 8 – COMPENSATION .....</b>	<b>222220</b>
<b>8.1 Wage Rates .....</b>	<b>222220</b>
<b>8.2 Progression.....</b>	<b>222220</b>
<b>8.3 Credit for Prior Experience .....</b>	<b>232320</b>
<b>8.4 Merit and Bonus Pay .....</b>	<b>232321</b>
<b>8.5 Premium and Overtime Pay .....</b>	<b>232321</b>
8.5.1 Overtime .....	232321
8.5.2. Premium Pay .....	242421
8.5.3 Extra Shift Incentive Pay (Critical Need Shift).....	252522
<b>8.6 Premium Pay for Required Educational Programs.....</b>	<b>262623</b>
<b>8.7 Consecutive Weekends.....</b>	<b>262624</b>
<b>8.8 Holiday Pay .....</b>	<b>262624</b>
8.8.1. Observance of Holidays .....	272724
8.8.2 Overtime or Premium Time on a Holiday .....	272725
<b>8.9 Shift Differential .....</b>	<b>272725</b>
8.9.1 General Rule.....	272725
8.9.2 Night Shifts Exceptions.....	272725
8.9.3 Evening Shift .....	282825
8.9.4 Night Shift.....	282825
<b>8.10 Standby Compensation.....</b>	<b>282825</b>
8.10.1 Standby Rate .....	282826
8.10.2 Callback Pay.....	282826
8.10.3 Minimum Guarantee .....	282826
8.10.4 Travel Time .....	292926
<b>8.11 Temporary Assignment Pay .....</b>	<b>292926</b>
<b>8.12 Charge Nurse Pay.....</b>	<b>292927</b>
<b>8.13 Specialty Coordinator Pay .....</b>	<b>292927</b>
<b>8.14 Preceptor Pay .....</b>	<b>292927</b>
<b>8.15 Advanced Education/Certification Pay .....</b>	<b>292927</b>
<b>8.16 Weekend Differential .....</b>	<b>303027</b>
<b>8.17 Recall Pay.....</b>	<b>303027</b>
<b>8.18 Relief Nurse Pay .....</b>	<b>303028</b>

TABLE OF CONTENTS

Page No.

8.18.1 Regular Relief Nurse Pay ..... 303028

8.18.2 Retiree Relief Nurse Pay ..... 303028

8.19 Seasonal Nurse Pay ..... 303028

8.20 Time Cards ..... 313428

ARTICLE 9 – EARNED TIME OFF ..... 313428

9.1 General Provisions ..... 313428

9.2 Eligibility..... 313428

9.3 Accrual Rates..... 313429

9.3.1 Schedule ..... 323230

9.3.2 Benefit Hours ..... 323230

9.4 Maximum Accruals ..... 323230

9.5 Use of ETO ..... 323230

9.6 Requesting and Granting ETO ..... 333330

9.6.1 Five-Day or Greater Notice..... 333334

9.6.2 Less than Five-Day Notice ..... 343434

9.6.3 Without Prior Notice ..... 343434

9.6.4 ETO Prime Time Request Guidelines ..... 343434

9.6.4.1 Maximum Request Guidelines ..... 343434

9.6.4.2 Weekend Limitation ..... 343434

9.7 Holidays..... 343434

9.7.1 ..... 343434

9.6.2 ..... 343434

9.8 Time off Without Pay ..... 353534

9.8.1 Unpaid Rest Time Off ..... 353534

9.8.2 No Reduction of Benefits ..... 353534

9.8.3 Low Census Optional Use..... 353534

9.9 ETO Unit Guidelines ..... 353534

9.10 ETO Granted by Minimum Staffing Standards ..... 363634

9.11 Payment of ETO and EIB..... 363634

9.11.1 Rate ..... 363634

9.11.2 Upon Termination ..... 363634

9.11.3 Movement to a Relief Position ..... 363634

**TABLE OF CONTENTS**

	<u>Page No.</u>
<b>ARTICLE 10 – LEAVES OF ABSENCE .....</b>	<b>373735</b>
<b>10.1 General Provisions .....</b>	<b>373735</b>
10.1.1 Non-Accrual of Service or Benefits .....	373735
10.1.2 Use of ETO .....	373735
<b>10.2 Mandated Legal Leave; Military Leave.....</b>	<b>373735</b>
<b>10.3 Education Leave .....</b>	<b>373735</b>
<b>10.4 Return From Leave .....</b>	<b>35</b>
10.4.1 Thirty Days or Less.....	373735
10.4.2 More than Thirty Days .....	383836
<b>10.5 Absences with Pay .....</b>	<b>36</b>
10.5.1 Bereavement .....	383836
10.5.2 Definition of Domestic Partner .....	383836
10.5.3 Jury Duty .....	393937
10.5.4 Court Witness.....	404037
<b>ARTICLE 11 – SENIORITY AND LAYOFFS .....</b>	<b>404038</b>
<b>11.1 Seniority .....</b>	<b>404038</b>
<b>11.2 Continuous Employment .....</b>	<b>404038</b>
<b>11.3 Loss of Seniority .....</b>	<b>404038</b>
<b>11.4 Service Outside Bargaining Unit.....</b>	<b>414139</b>
<b>11.5 Job Posting.....</b>	<b>414139</b>
11.5.1 Thirty-Two Hour Positions .....	414139
11.5.2 Posting of Temporary Positions.....	424239
<b>11.6 Posting/Bidding Exceptions .....</b>	<b>40</b>
11.6.1 Decrease of Existing Position Hours .....	424240
11.6.2 Increase of Existing Position Hours.....	424240
11.6.3 Temporary Assignment Pending Award.....	424240
11.6.4 Relief Transfer.....	434340
<b>11.7 Filling of Vacancies .....</b>	<b>434341</b>
<b>11.8 Temporary Positions/Assignments .....</b>	<b>444442</b>
<b>11.9 Position Award and Assignment.....</b>	<b>444442</b>
<b>11.10 Applicant Notification.....</b>	<b>444442</b>
<b>11.11 Low Census .....</b>	<b>444442</b>

**TABLE OF CONTENTS**

	<u>Page No.</u>
11.11.1 Call-Off .....	444442
11.11.2 Call-Off Error .....	484844
11.11.3.....	484844
11.12 Low Census Callback.....	484844
11.13 Layoff.....	484844
11.14 Recall.....	505045
<b>ARTICLE 12 – HEALTH AND WELFARE.....</b>	<b>505045</b>
12.1 Health Insurance.....	505045
12.1.1 Premiums .....	515147
12.1.2 Benefit Substitution Notice .....	545447
12.1.3 Wellness Program.....	545447
12.2 Long-Term Disability .....	555547
12.3 Hospital Service Discount .....	555547
12.4 Life Insurance .....	555547
12.5 Air Life Membership .....	555551
12.6 Employee Health Services .....	51
12.6.1 New Hire Screening .....	565651
12.6.2 Hepatitis B Vaccine.....	565651
12.6.3 Communicable Disease Screening or Exposure.....	565651
12.7 Retirement Plan .....	565651
12.7.1 Contributory Plan.....	565651
12.7.2 Matching Contributions.....	565651
12.7.3 Relief Nurses .....	575752
12.8 Retiree Prescription Drugs .....	575752
12.9 Compliance with Law .....	575752
<b>ARTICLE 13 – PROFESSIONAL DEVELOPMENT .....</b>	<b>575752</b>
13.1 Evaluations .....	575752
13.2 In-Service Education .....	575753
13.2.1 In-Service Program .....	575753
13.2.2 In-Service Requirement.....	585853
13.2.3 In-Service Credit for Hospital Meetings .....	585853
13.3 Educational Conferences.....	585853



**TABLE OF CONTENTS**

	<u>Page No.</u>
13.4 Educational Development Fund .....	58 <del>58</del> 54
13.4.1 Funding .....	59 <del>59</del> 54
13.4.2 Education Employment Obligation .....	59 <del>59</del> 54
13.4.3 Fund Allocation .....	59 <del>59</del> 54
13.4.4 Criteria for Use .....	59 <del>59</del> 55
13.4.5 Nurse Presentation .....	59 <del>59</del> 55
13.5 Educational Program Recommendations.....	60 <del>60</del> 55
13.6 Tuition and Related Expense Reimbursement.....	60 <del>60</del> 55
13.7 New Hire and Transfer Orientation and Training .....	61 <del>61</del> 56
13.8 Float Assignment Orientation .....	61 <del>61</del> 56
13.9 Specialty Unit Training .....	61 <del>61</del> 56
<b>ARTICLE 14 - PROFESSIONAL NURSING CARE COMMITTEE .....</b>	<b>62<del>62</del>57</b>
14.1 Recognition and Composition.....	62 <del>62</del> 57
14.2 Committee Purpose.....	62 <del>62</del> 57
14.3 Responsibility .....	63 <del>63</del> 58
14.4 Implementation of Recommendations.....	63 <del>63</del> 58
14.5 Referral of Suggestions .....	63 <del>63</del> 58
14.6 Committee Meetings and Pay .....	63 <del>63</del> 58
14.7 Agenda .....	64 <del>64</del> 59
14.8 Committee Invitations .....	64 <del>64</del> 59
14.9 Staffing .....	64 <del>64</del> 59
14.10 Technical Support .....	65 <del>65</del> 60
14.11 Administrative Assistance.....	65 <del>65</del> 60
14.12 Shared Governance.....	65 <del>65</del> 60
<b>ARTICLE 15 – NO STRIKE, NO LOCKOUT .....</b>	<b>66<del>66</del>60</b>
15.1 No Strike, No Lockout .....	66 <del>66</del> 60
<b>ARTICLE 16 – GENERAL PROVISIONS .....</b>	<b>66<del>66</del>60</b>
16.1 Maintenance of Benefits .....	66 <del>66</del> 60
16.2 Successors .....	66 <del>66</del> 61
16.3 Rest Rooms and Lockers.....	66 <del>66</del> 61
16.4 Meal Discounts .....	66 <del>66</del> 61
<b>ARTICLE 17 – SEPARABILITY .....</b>	<b>67<del>67</del>61</b>

**TABLE OF CONTENTS**

	<u>Page No.</u>
17.1 Separability .....	67 <del>67</del> 64
<b>ARTICLE 18 – LABOR MANAGEMENT COMMITTEE.....</b>	<b>67<del>67</del>64</b>
18.1 Labor Management Committee .....	67 <del>67</del> 64
18.2 Composition of LMC.....	67 <del>67</del> 62
<b>ARTICLE 19 – MANAGEMENT RIGHTS .....</b>	<b>67<del>67</del>62</b>
19.1 .....	67 <del>67</del> 62
<b>ARTICLE 20 – DURATION AND TERMINATION .....</b>	<b>68<del>68</del>62</b>
20.1 Duration.....	68 <del>68</del> 62
20.2 Modification/Termination Notice .....	68 <del>68</del> 62
20.3 Mutual Reopener .....	68 <del>68</del> 62
20.4 Letters of Agreement.....	68 <del>68</del> 62
<b>APPENDIX A .....</b>	<b>70<del>70</del>64</b>
<b>1 – LETTER OF AGREEMENT RELIEF NURSES HIRED BEFORE OCTOBER</b>	
<b>1, 2004 .....</b>	<b>72<del>72</del>65</b>
<b>2 – LETTER OF AGREEMENT POSITION REVIEW .....</b>	<b>74<del>74</del>367</b>
<b>3 – LETTER OF AGREEMENT SCMC - BEND SELF-SCHEDULING ICU &amp; ED.....</b>	<b>75<del>75</del>468</b>
<b>4 – LETTER OF AGREEMENT PACU STANDBY POSITION .....</b>	<b>76<del>76</del>569</b>
<b>5 – LETTER OF AGREEMENT MDU STANDBY ARRANGEMENTS.....</b>	<b>78<del>78</del>774</b>
<b>6 – LETTER OF AGREEMENT MANDATORY STANDBY POST ANESTHESIA</b>	
<b>CARE UNIT (PACU) .....</b>	<b>81<del>81</del>074</b>
<b>7 – LETTER OF AGREEMENT SHARED NURSING POOL.....</b>	<b>83<del>83</del>276</b>
<b>8 – LETTER OF AGREEMENT SAGE VIEW CALL-OFF SCHEDULED .....</b>	<b>87<del>87</del>680</b>
<b>9 – LETTER OF AGREEMENT CHARGE NURSES.....</b>	<b>91<del>91</del>083</b>
<b>10 – LETTER OF AGREEMENT ICU/MCU FLOATING .....</b>	<b>91<del>91</del>083</b>
<b>11 – LETTER OF AGREEMENT MOTHER AND CHILD SERVICES SCHS</b>	
<b>BEND .....</b>	<b>93<del>93</del>285</b>
<b>12 – LETTER OF AGREEMENT RADIOLOGY DEPARTMENT MANDATORY</b>	
<b>STANDBY .....</b>	<b>95<del>95</del>486</b>
<b>13 – LETTER OF AGREEMENT NEONATAL TRANSPORT .....</b>	<b>97<del>97</del>688</b>
<b>14 – LETTER OF AGREEMENT VOLUNTARY LOW CENSUS CALL OFF (HR).....</b>	<b>99<del>99</del>890</b>
<b>15 – LETTER OF AGREEMENT TRAVEL PAY FOR NURSES AFFECTED BY</b>	
<b>THE PERIOP MERGER .....</b>	<b>101<del>101</del>092</b>
<b>16 – LETTER OF AGREEMENT SECOND POSITION/SANE RN EMERGENCY</b>	
<b>DEPARTMENT.....</b>	<b>102<del>102</del>193</b>
<b>17 – LETTER OF AGREEMENT PREMIUM PAY FOR MANDATORY MEETING</b>	

TABLE OF CONTENTS

Page No.

OR TRAINING	<del>ERROR! BOOKMARK NOT DEFINED.</del>	<del>ERROR! BOOKMARK NOT DEFINED.</del>	94
18 – LETTER OF AGREEMENT PRE-SURGERY CLINIC ROTATIONAL SHIFTS, WEEKENDS AND HOLIDAY COVERAGE	<del>ERROR! BOOKMARK NOT DEFINED.</del>	<del>ERROR! BOOKMARK NOT D</del>	
19 – LETTER OF AGREEMENT IMPLEMENTATION DISCIPLINARY STEP INCREASE DELAY .....	106	<del>105</del>	97
20 – LETTER OF AGREEMENT SECOND EYE TEAM OR NURSE .....	108	<del>107</del>	99
21 – LETTER OF AGREEMENT ORTHO/NEURO AND SURGICAL SPECIALTY CHARGE NURSES .....	109	<del>108</del>	100
22 – LETTER OF AGREEMENT OPERATING ROOMS MANDATORY STANDBY	<del>ERROR! BOOKMARK NOT DEFINED.</del>	<del>ERROR! BOOKMARK NOT DEFINED.</del>	101
23 – LETTER OF AGREEMENT EXTENDED ILLNESS BANK (EIB) .....	114	<del>113</del>	104
CONTRACT RECEIPT FORM .....	117	<del>116</del>	107

1 **PREAMBLE**

2  
3 THIS PROFESSIONAL AGREEMENT is entered into between ST. CHARLES  
4 HEALTH SYSTEM, INC. D/B/A ST. CHARLES BEND ~~doing business as ST. CHARLES~~  
5 ~~MEDICALCENTER – BEND~~, hereinafter referred to as the "Hospital," and OREGON  
6 NURSES ASSOCIATION, hereinafter referred to as the "Association."

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

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

21  
22 **ARTICLE 1 – RECOGNITION AND MEMBERSHIP**

23  
24 **1.1 Bargaining Unit** The Hospital recognizes the Association as the collective  
25 bargaining representative with respect to rates of pay, hours of pay, hours of work and  
26 other conditions of employment for a bargaining unit composed of all Registered  
27 Professional Nurses employed by the Hospital as general duty nurses and charge  
28 nurses, excluding administrative and supervisory personnel, nursing unit  
29 supervisors/managers/directors, managers and Registered Professional Nurses not  
30 employed in direct patient nursing service.

31  
32 **1.2 Membership** Membership in ANA through the Association shall not be  
33 required as a condition of employment. Nurses who are currently members of the  
34 Association will be required as a condition of continued employment during the term of

1 this Agreement to either maintain their membership or contribute a sum equal to the  
2 Association dues to the Hospital Foundation. All nurses covered by this Agreement  
3 except college instructors working during the summer months only must, after 30 days  
4 from the nurse's first day of work or the effective date of this Agreement, whichever is  
5 later, as a condition of continued employment, either become a member of the  
6 Association or make a monthly fair share payment.

7  
8 **1.2.1 Fair Share Payment** The monthly fair share payment shall be as  
9 established by the Association, but in no event shall be greater than the monthly  
10 dues paid by members of the Association. Fair share payment shall be made to  
11 the Association or, for persons with religious objections, to the Hospital  
12 Foundation.

13  
14 **1.2.2 Dues Deduction** The Hospital will deduct Association membership  
15 dues or fair share contributions from the salary of each nurse who voluntarily  
16 agrees to such deductions and who submits an appropriately written  
17 authorization form to the Hospital. Deductions shall be made monthly and  
18 remitted to the Association together with the name of those authorizing  
19 deductions.

## 20 21 **ARTICLE 2 – ASSOCIATION REPRESENTATIVE**

22  
23 **2.1 Access to Premises** Duly authorized representatives of the Association  
24 shall be permitted at all reasonable times to enter the facilities operated by the Hospital  
25 for purposes of transacting Association business and observing conditions under which  
26 nurses are employed; provided, however, that the Association's representatives shall,  
27 upon arrival at the Hospital, notify the Administrator or designee of the intent to transact  
28 Association business and that visitations other than on the day shift shall be after  
29 notification in advance to the Administrator or designee during normal office hours.  
30 Transaction of any business shall be conducted in an appropriate location subject to  
31 general Hospital rules applicable to non-employees and shall not interfere with the work  
32 of the employees.

1           **2.2 Bulletin Boards** The Hospital shall provide to nurses a reserved section of  
2 the main employee bulletin board for their exclusive use for Association business. In  
3 addition, the Association may contact the Unit Managers for permission to post a notice  
4 of official Association business on a unit bulletin board and such permission will not be  
5 unreasonably refused. The Association will be responsible to see that such notices are  
6 removed from the bulletin boards when they have served their purpose.

7  
8           **2.3 Bargaining Unit Rosters** The Hospital will provide the Association and  
9 Bargaining Unit Chairperson and Membership Chairperson, monthly, with a list of all  
10 new hires and terminations, including their names, addresses, RN numbers, date of  
11 hire, position and status of employment, and rates of pay. The Hospital will provide the  
12 Association every three months a complete list of the Bargaining unit membership,  
13 including names, addresses, telephone numbers, RN License numbers, and dates of  
14 hire.

15  
16           **2.4 Association Representative Rosters** The Association shall provide the  
17 Hospital with a list of committee members, chairpersons and other representatives and  
18 notify the Hospital of any modifications to such list as they occur.

19  
20           **2.5 Orientation of Newly Hired Nurses** The Association will be allowed 30  
21 minutes during Nursing Orientation and this time will be used only to provide newly  
22 hired RNs with a copy of the Collective Bargaining Agreement, membership packet, and  
23 orientation to the provisions of the existing contract. The Hospital is entitled to attend  
24 and respond to the Association presentation. The Hospital will provide the Association  
25 with notice of all scheduled orientations in a timely fashion.

26  
27           **2.6 Distribution of Association Materials** The Hospital will make available to  
28 bargaining unit nurses in the Human Resource Office membership informational  
29 materials, including a copy of this Agreement provided by the Association. The Hospital  
30 will share 50% of the cost associated with publishing the labor agreement up to a cap of  
31 | ~~\$2,500~~\$5,000, which includes copies for the St. Charles–Bend leadership team.

1           **2.7 Meetings with Management** When management requests an ONA  
2 representative participate in a meeting or work group, the ONA representative will be  
3 paid their regular straight time rate minus differentials.

4  
5                                   **ARTICLE 3 – EMPLOYEE DEFINITIONS**

6  
7           **3.1 Nurse** Registered professional nurse currently licensed to practice  
8 professional nursing in Oregon.

9  
10          **3.2 General Duty Nurse** Responsible for the direct or indirect total care of the  
11 patient.

12  
13          **3.3 Charge Nurse** A general duty nurse who has been awarded a position with  
14 additional duties to assist the unit leadership in the administration of an organized  
15 nursing unit, but does not carry a 24 hour responsibility for the unit.

16  
17          **3.4 Relief Charge Nurse** A general duty nurse who has been assigned by the  
18 Hospital to replace the charge nurse on a temporary basis.

19  
20          **3.5 Specialty Coordinator** A nurse who has been awarded a position to  
21 coordinate the nurse-provided services (i.e., provide technical expertise in a specific  
22 area, purchasing equipment, educational liaison for staff, coordination and integration of  
23 nursing's clinical needs, coordination of services with physicians) in a specialty area. A  
24 specialty coordinator will not be counted as part of the normal staffing complement while  
25 performing this project function. The department supervisor/manager/director may  
26 interrupt these project functions as required.

27  
28          **3.6 Regular Full-Time Nurse** Any nurse in a position which is regularly  
29 scheduled for 40 hours per week or 80 hours per pay period. Nurses in positions which  
30 are regularly scheduled for 36 hours in a week on 12 hour shifts shall be considered full-  
31 time nurses.

32  
33          **3.7 Regular Part-Time Nurse** Any nurse in a position that is regularly scheduled  
34 for less than 40 hours per week but more than 10 hours per week.

1           **3.8 Relief Nurse** A nurse employed in a relief position, utilized on an intermittent  
2 basis as needed.

3  
4           **3.8.1 Retiree Relief Nurse** A nurse employed in a relief position that prior  
5 to moving into the Retiree Relief Nurse position must meet the following  
6 requirements: 20 years' service as defined in Article 11.1, age eligible for 403B  
7 retirement, and be in a regular benefited position per Article 3 at the time of  
8 transfer into the Retiree Relief Nurse position. The Retiree Relief Nurse will be  
9 required to meet the requirements of Article 7.11.

10  
11           **3.9 Temporary Position** A position having a duration of four months or less.  
12 After four months, the Hospital will review the need for the position to determine if the  
13 temporary status should be continued for up to an additional two months or if the  
14 position should be eliminated or posted as a regular position. A temporary position  
15 extension shall require mutual agreement between the Association and the Hospital.

16  
17           **3.10 Seasonal Nurse** A nurse who works for a specific length of time during the  
18 year. This can be up to 12 continuous weeks per 12 month rolling calendar. The time  
19 period may be extended to up to another 12 weeks in four week increments with joint  
20 approval. All seasonal positions will be posted, and nurses will be selected according to  
21 applicable contract language.

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

## 26 27           **ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

28  
29           **4.1 Nondiscrimination** The Hospital shall continue its present policy that it  
30 complies with all discrimination laws pertaining to employment in hiring, placement,  
31 promotion, salary determination or other terms of employment of nurses employed in  
32 job classifications covered by this Agreement. The Hospital and Association will work  
33 cooperatively as required by the Americans with Disabilities Act (ADA) to meet their joint  
34 obligation to accommodate employees with disabilities.





1                   **5.1.5 Disciplinary Documentation** All disciplinary action shall be  
2 recorded in writing. The verbal warning is documented in the chronological  
3 record. More severe steps of discipline shall be documented in the personnel file.  
4 A copy of the discipline documentation shall be provided to the nurse receiving  
5 the discipline at the time it is administered.

6  
7                   **5.1.6 ~~Suspension~~Administrative Leave Pending Investigation** A nurse  
8 may be ~~placed on administrative leave~~~~suspended~~ pending investigation in the  
9 event of an allegation of serious misconduct. The Hospital will notify the nurse of  
10 his or her right to consult with the Association. The Hospital will also forward the  
11 name of any nurse who is ~~suspended~~~~placed on administrative leave~~ to the  
12 Association when such ~~suspension leave~~ is initiated. The ~~Hospital shall make~~  
13 ~~every effort to conclude the investigation within fourteen (14) calendar days or~~  
14 ~~investigation will be concluded~~ as soon as reasonably possible given the  
15 circumstances. Determination of the appropriate discipline in compliance with this  
16 article shall be made at the completion of the investigation. If the nurse is  
17 exonerated of misconduct or given a verbal or written corrective action, the nurse  
18 will be made whole for wages and benefits for the ~~suspension~~~~administrative~~  
19 ~~leave~~ period. If the nurse is ~~placed on administrative leave~~~~suspended~~ or  
20 discharged for just cause, the nurse will not receive pay or ETO accrual for the  
21 ~~suspension~~~~administrative leave~~ period. If the nurse is given a final written  
22 warning, the ~~investigatory suspension~~~~administrative leave~~ may or may not be  
23 paid, depending on the severity of misconduct.

## 24 25 **5.2 Introductory Nurses**

26                   **5.2.1 Introductory Period** Nurses employed by the Hospital shall become  
27 regular employees after they have been continuously employed for a period of 90  
28 consecutive calendar days except that if a relief nurse has not worked a  
29 minimum of 300 hours during that 90 day period, then the nurse's introductory  
30 period shall continue until the 300 hours have been worked. The introductory  
31 period for seasonal nurses will be the first 80 hours worked.

32  
33                   **5.2.2 Introductory Discipline and Termination** Any nurse terminated  
34 during the introductory period shall be given the specific reasons therefore in

1 writing and shall have been previously coached on their deficiencies. The  
2 standard for the discipline or discharge of an introductory period nurse is that  
3 such action shall not be arbitrary or capricious.

4 **5.3 Notice of Resignation** All regular nurses shall give the Hospital not less  
5 than 21 calendar days' notice of intended resignation but shall be allowed to continue on  
6 their regular job assignment unless otherwise agreed to by the nurse. Failure to give  
7 such notice shall constitute forfeiture of accrued fringe benefits otherwise payable upon  
8 termination at a rate of the difference between 21 calendar days and the number of  
9 working days of advance notice given at the nurse's regular rate of pay, eight hours per  
10 such working day.

11  
12 **5.4 Notice of Termination** The Hospital shall give regular nurses 21 calendar  
13 days' notice of the termination of their employment, or if less notice is given, the  
14 difference between 21 calendar days and the number of working days of advance notice  
15 shall be paid to the nurse at his/her regular rate of pay, eight hours per such working  
16 day; provided, however, that no such advance notice or pay in lieu thereof shall be  
17 required for nurses who are discharged for violation of nursing ethics or gross  
18 misconduct.

19  
20 **5.5 Exit Interviews** Each nurse leaving the employment of the Hospital shall be  
21 required to report for a termination or exit interview by the Human Resources  
22 Department. A nurse shall, if the nurse so requests, be granted an interview upon  
23 termination of their employment with the Chairperson of the Professional Nursing Care  
24 Committee ("PNCC").

25  
26 **5.6 Personnel Records** Personnel record information shall be made available in  
27 accordance with state and federal law.

28  
29 **5.6.1 Evaluations** Each nurse shall be evaluated by a  
30 supervisor/manager/director. Clinical nursing skills shall be reviewed and  
31 assessed by an RN with clinical expertise. The supervisor/manager/director has  
32 sole responsibility for the outcome of the evaluation.  
33

1           **5.7 Chronological Records**

2           **5.7.1 Definition** Chronological records are maintained on the unit to  
3 document specific events or issues related to a nurse's performance. Entries are  
4 not considered discipline unless documented as a verbal warning under  
5 section 5.1.5.

6  
7           **5.7.2 Use** A chronological record that documents performance may result  
8 in an entry in the nurse's personnel evaluation or a disciplinary action. An  
9 evaluation or discipline will not be based on a chronological record that was  
10 purged before the evaluation or discipline was given. The Hospital may refer to  
11 prior evaluations.

12  
13           **5.7.3 Notice** The nurse will be notified promptly when a chronological  
14 record reflecting a performance concern is written. The chronological record is  
15 available for the nurse to review and to respond.

16  
17           **5.7.4 Purging** Chronological records shall be purged from the nurse's  
18 records after one year if there has been no repeat occurrence of a similar nature.

19  
20                           **ARTICLE 6 – GRIEVANCE PROCEDURE**

21  
22           **6.1 Intent** It is the intent of the parties that grievances be adjusted informally  
23 wherever possible and at the first level of supervision. Further, it is the intent of the  
24 Parties that grievances be heard by a different Hospital representative at each step of  
25 the process. Both parties recognize the individual rights of employees to present  
26 grievances as provided for in section 9(a) of the National Labor Relations Act.

27  
28           **6.2 When Applicable** Whenever a nurse feels dissatisfied in connection with the  
29 interpretation and the application of the provisions of this Agreement, the nurse may  
30 present a grievance in accordance with the procedures set forth in this Article. A nurse  
31 past the initial introductory period who feels he/she has been suspended, disciplined or  
32 discharged without proper cause may invoke the grievance procedure.

33  
34           **6.3 Grievance Procedure**

1 **Step One** If an employee has a grievance that has not been settled informally, the  
2 matter shall be reduced to writing indicating the employee's understanding  
3 of the dispute and of the provisions of the Agreement that have allegedly  
4 been violated. The grievance shall be presented to the immediate  
5 supervisor, with a good faith effort to copy Human Resources, within 14  
6 calendar days from when the employee became aware or reasonably  
7 should have been aware of the event constituting the grievance. The  
8 immediate supervisor shall meet with the grievant and, at the grievant's  
9 option, an Association Representative within 10 calendar days of the filing  
10 of the grievance. Together they shall attempt to resolve the grievance. The  
11 immediate supervisor shall give a written decision to the grievant, and a  
12 copy to the Association, within five calendar days after the meeting.  
13

14 **Step Two** If the grievance is not settled in Step One, it may be appealed in writing by  
15 the grievant, or with the grievant's concurrence by the Association, to the  
16 ~~Nurse Executive~~Chief Nurse Officer within seven calendar days from  
17 receipt of the written decision referred to in Step One.  
18

19 The ~~Nurse Executive~~Chief Nurse Officer or designee shall meet with the  
20 Association Representative and the grievant within 10 calendar days of  
21 the receipt of the appeal and together they shall attempt to resolve the  
22 grievance. The ~~Nurse Executive~~Chief Nurse Officer or designee shall give  
23 a written decision to the grievant, with a copy to the Association, within  
24 seven calendar days after the meeting. If the parties are unable to resolve  
25 the grievance within three calendar days following receipt by the  
26 Association of the written decision, the decision may be appealed in  
27 writing by the grievant or the Association to the St. Charles Medical Center  
28 Bend CEO or designee and may copy the SCHS President within seven  
29 calendar days thereafter.  
30

31 **Step Three** The St. Charles Medical Center Bend CEO or designee shall meet with  
32 the grievant and the Association Representative within 10 calendar days  
33 of the receipt of the appeal. The St. Charles Medical Center Bend CEO or  
34 designee shall also review the case with the Unit manager/Nurse

1 Executive. The St. Charles Medical Center Bend CEO or designee shall  
2 give a written decision to the grievant and the Association Representative  
3 within seven calendar days after the meeting. The Association shall have  
4 15 calendar days from receipt of the written decision to refer the decision  
5 to Arbitration.

6 **6.4 Association Grievance** Grievances filed affecting two or more signatory  
7 employees and involving the interpretation and/or application of a provision of this  
8 Agreement must be presented by the ONA Labor Relations Representative or  
9 Bargaining Unit Chair or Vice-Chair or Grievance Chair and will be filed at Step Two of  
10 the grievance procedure subject to the initial 14 calendar day period from the event  
11 constituting the grievance.

12  
13 **6.5 Timeliness** The time limits contained in this procedure may be extended by  
14 mutual written agreement of the Hospital and the Association. Grievances may be, by  
15 mutual written consent of the parties, referred back for further consideration or  
16 discussion to a prior step or advanced to a higher step of the grievance procedure.

17  
18 **6.6 Discharge Grievances** All discharge grievances shall be referred  
19 immediately to Step Two of the grievance procedure and shall be filed within seven  
20 calendar days of the effective date of discharge.

21  
22 **6.7 Arbitration Procedure**

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

30  
31 **B.** Selection of an arbitrator from a list may be by mutual agreement  
32 between the parties or by alternately striking one name each from the list until  
33 one is left. The first strike shall be determined by the flip of a coin.  
34



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

4  
5           **2.** The position will not be posted for more than five shifts per  
6 workweek. However, by mutual agreement between the nurse and the  
7 Hospital, a nurse can be scheduled for more than five shifts per  
8 workweek. Either the Hospital or the nurse can withdraw consent two  
9 weeks before the schedule is posted.

10           **3.** Short shift nurses shall be included in the low census rotation.

11  
12           **4.** Combinations of short and regular shift durations shall not occur  
13 without mutual agreement between the nurse, the Hospital and the  
14 Association.

15  
16           The Hospital and the Association agree to jointly review the impact of  
17 each short shift position within six months of its being filled, and may review at  
18 Association's request thereafter. The parties are to review the position's impact  
19 on patient care, break relief, low census rotation, replacement staffing, and other  
20 staffing and scheduling practices in the unit.

21  
22           **7.3 Alternate Work Schedules** The parties agree to consider alternate work  
23 schedules and/or position modifications suggested by nurses or the administration that  
24 would require modification of this Agreement. Preliminary requests will be referred by  
25 the Hospital to the Association for review and discussion. Alternate work schedules or  
26 position modifications may be permitted following mutual agreement between the  
27 parties.

28  
29           **7.4 Shift Length Alternative** Notwithstanding sections 7.2 and 7.3, the Hospital  
30 and a nurse can agree that the nurse's position will be scheduled for two different  
31 standard shift durations (eight, nine , 10, 11 or 12 hours). The nurse's starting and  
32 stopping times shall remain approximately the same as the original schedule of the  
33 position, with only sufficient alteration to accommodate the varying shift lengths of the  
34 new schedule. Either the Hospital or the nurse can withdraw agreement to the alternate



1 schedule upon two weeks' written notice prior to the posting of the work schedule, in  
2 which case the position reverts to the original designated workday and schedule. If the  
3 nurse vacates the position, it shall revert to its original designated basic workday and  
4 will not be posted with different shift durations, unless the Hospital and Association  
5 agree to a position modification under section 7.3.

6

7 **7.5 Weekend Work** As a normal practice, the Hospital will schedule the nurse  
8 for every other weekend off.

9 **7.5.1 Weekend Definition** The weekend shall be defined as the 48 hour  
10 period from 2300 Friday to 2300 Sunday, except that in units with mixed shifts  
11 (e.g., both eight- and 12-hour shifts), the weekend for a night shift nurse's  
12 position is either Friday/Saturday or Saturday/Sunday, as designated by the  
13 Hospital for that position.

14

15 **7.5.2 Weekend Work Exemption** Regular full-time nurses who have  
16 been continuously employed full-time for more than 12 years may apply for and  
17 shall be scheduled for every weekend off. This provision can be waived by the  
18 nurse. It can be waived by the Hospital if allowing the 12 year nurse to have  
19 every weekend off would constitute a serious scheduling difficulty. If the Hospital  
20 waives this provision and the nurse is scheduled for weekends, the nurse is  
21 entitled to 24 hours additional paid time off as provided in Article 9. If the nurse  
22 waives this provision and chooses to work every other weekend he/she will not  
23 be eligible for the additional 24 hours of ETO.

24

25 **7.6 Work Authorization** Work in excess of the basic workday or workweek must  
26 be properly authorized in advance, except in emergency.

27

28 **7.7 Rest and Meal Periods** The Hospital, the Association, and the bargaining  
29 unit nurses have a mutual interest in nurses taking their meal and rest breaks. The  
30 Hospital is responsible for providing rest breaks and meal periods; it is the nurse's  
31 responsibility to take them. Accurate reporting of a missed meal period or rest break is  
32 not a basis for disciplinary action.

33 One 15 minute paid rest period shall be allowed for each four hour period of  
34 employment, and one 30 minute meal period on the nurse's own time. The Hospital will

1 comply with all legal requirements with respect to meals and breaks if not otherwise  
2 provided in this agreement, with the understanding that all exceptions to such legal  
3 requirements must be permissible under the law. To ensure compliance with all legal  
4 requirements with respect to meal and break periods, the Hospital will provide adequate  
5 staffing, which shall be reflected in the unit based plan described in sub-part F below.  
6 The Hospital will work with the Association and nurses to accommodate nurses' needs  
7 and legal requirements with respect to meals and breaks as long as all  
8 accommodations are either in accordance with or permissible under state and federal  
9 law.

10  
11 **A.** When possible, meal breaks will be taken during the following working  
12 hours:

13 For eight hour shifts between the third and sixth working hour

14 For nine hour shifts between the third and seventh working hour

15 For 10 hour shifts between the fourth and eighth working hour

16 For 12 hour shifts between the fourth and ninth working hour

17  
18 **B.** When possible meal breaks will be scheduled by mutual agreement;  
19 management reserves the right to assign break time.

20  
21 **C.** All other provisions regarding meal and/or rest breaks contained in the  
22 labor contract, work instructions, or Bureau of Labor and Industries regulations  
23 will apply.

24  
25 **D.** It is the intention of the Hospital to provide rest and meal breaks  
26 separate from each other. The option to combine one rest break with the meal  
27 break will be allowed when mutually agreed upon. Patient care and unit staffing  
28 will be the primary consideration when combining one rest break and the meal  
29 break. The combination of one rest break and meal break will be administered on  
30 a unit by unit and/or shift by shift basis.

31  
32 **E.** The Parties agree that the provision of rest breaks and meal periods is  
33 best addressed by unit-based decisions where the affected nurses and nursing  
34 leadership are involved in creative and flexible approaches.

1  
2           **F.** Each unit has the flexibility to develop a written plan for providing  
3 nurses with rest and meal periods set forth in this section, subject to the  
4 following:

- 5           **1.** The unit based plan will be developed and implemented within  
6 six (6) months of ratification of this Agreement.
- 7           **2.** The plan must have the agreement of the unit manager.
- 8           **3.** Nurses will follow the methodology outlined in the unit plan.
- 9           **4.** If a nurse anticipates that he or she will be unable to take a meal  
10 period or rest break, the nurse will inform the charge nurse (or  
11 supervisor, if the charge nurse is not available) as soon as  
12 possible. The charge nurse, supervisor or manager will make  
13 reasonable efforts to provide the nurse with such break(s) or meal  
14 period. Charge nurses who are encountering difficulties with  
15 providing meal and rest breaks to nurses on their unit will notify  
16 their manager or designee in a timely manner.
- 17           **5.** Each unit will review its written plan no less than annually to  
18 determine whether revision to the plan is necessary. Such  
19 necessary revisions will take place with input from the nurses on  
20 that unit. Each annual review will include a list of practices on the  
21 unit that have been successful in allowing nurses to regularly  
22 receive meal periods and breaks, as well as any challenges. The  
23 Bend Staffing Committee will maintain a list of unit based plans'  
24 successful practices on meal periods and rest breaks in the  
25 different units throughout the Hospital.

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26  
27           **7.8 Work Schedules** Work schedules shall be prepared for a four week period  
28 and will be posted at least two weeks before the start of the four week schedule period.  
29 A full-time or part-time nurse will not be regularly scheduled to work different hours than  
30 established for the nurse's position. After a schedule is posted, the Hospital and  
31 affected nurse will confer in an attempt to reach mutual agreement about any alteration  
32 of the nurse's schedule, except under section 11.11. If mutual agreement cannot be  
33 reached, consistent with the Hospital's current practice, a nurse's schedule shall not be  
34 altered except in an emergency.

1                   **7.8.1 Self Scheduling** Nursing departments will have the opportunity to  
2 request a self-scheduling trial period by submitting the request to the Hospital  
3 Staffing Committee. Both department leadership and nurses must mutually agree  
4 to request a self-scheduling trial period for their specific nursing unit. The Staffing  
5 Committee will review the request and will make a determination on whether to  
6 approve the request and set forth the terms and conditions of the trial period. The  
7 self-scheduling will be facilitated by a RN appointed by peers and approved by  
8 the department leadership. The self-scheduling guidelines will be established  
9 jointly by nurses and management. At a minimum the self-scheduling guidelines  
10 will include scheduling to levels as defined by the staffing plan that assures  
11 predetermined core level of staffing, while minimizing call off and  
12 overtime/premium. The ICU day and night shifts will continue self-scheduling for  
13 all regular part- and full-time RNs and for relief RNs. The ED will continue to  
14 provide self-scheduling specifically for the night shift. Self-scheduling may be  
15 modified by mutual agreement or discontinued by either Party with 30 days of  
16 notice.

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17  
18                   **7.9 Time-Sheet Records** A readily accessible record of a nurse's time worked  
19 on a daily and work period basis shall be available to the nurse on the nursing unit. A  
20 hard copy of the daily and work period record shall be readily available to the nurse.

21                   **7.9.1 Timekeeping Attestation Process** The intent of the attestation  
22 system is to gather data that can be used to improve processes within the Hospital.  
23 Nurses are expected to accurately report all time worked.

24  
25                   **7.10 Report Pay** Nurses who are scheduled to report for work and who are  
26 permitted to come to work without receiving prior notice that no work is available in their  
27 regular assignment shall perform any nursing work to which they may be assigned,  
28 provided the nurse has received proper orientation to that unit. When the Hospital is  
29 unable to utilize such nurse, the nurse may elect to take the day off without pay or work  
30 and be paid an amount equivalent to one half of the hours the nurse was scheduled to  
31 work times the straight time hourly rate plus applicable shift differential, provided,  
32 however, that nurses scheduled to work less than four hours on such date shall be paid  
33 for their regularly scheduled number of hours of work. The provisions of this section  
34 shall not apply if the lack of work is not within the control of the Hospital or if the

1 Hospital makes a reasonable effort to notify the nurse by telephone not to report to work  
2 at least two hours before the scheduled time to work. It shall be the responsibility of  
3 nurses to notify the Hospital of their current address and telephone number.  
4

#### 5 **Reporting an Unscheduled Absence**

6 Nurses are required to notify the Hospital per their Department guidelines as far  
7 in advance of their unscheduled absence as possible, but not less than 2.5 hours in  
8 advance of the start of their scheduled shift if they will not be able to report to work.  
9

### 10 **7.11 Relief Nurse Work Requirements**

11 **7.11.1 Relief Nurses Hired On or After October 1, 2004** Relief nurses  
12 (last hired on or after October 1, 2004) may be hired and required to work  
13 specific shifts (including 12 hour and/or eight hour PMs only, nights only, days  
14 only, both PMs and nights, both days and nights, both days and PMs, or a  
15 combination of all three) and/or in specific units. A relief nurse last hired on or  
16 after October 1, 2004, must comply with the following requirements during the  
17 time that the relief nurse is actively employed by the Hospital:  
18

19 **7.11.1.1 Minimum Number of Hours** A relief nurse must schedule  
20 to work available shifts, as determined by the Hospital, in the nurse's unit  
21 (or if the nurse has more than one unit, then in each of the nurse's units)  
22 and that the nurse has been hired to work which total at least ~~three~~four  
23 shifts for 12 hour nurses and ~~four~~five shifts for eight hour nurses per four  
24 week schedule period (28 days).  
25

26 **7.11.1.2 Weekends** Relief nurses must schedule to work every  
27 third weekend in the nurse's unit (or if the nurse has more than one unit,  
28 then in each of the nurse's units) provided that the unit schedules  
29 weekend shifts.  
30

31 **7.11.1.3 Holidays** Relief nurses must schedule to work at least  
32 one holiday in the nurse's unit (or if the nurse has more than one unit, then  
33 in each of the nurse's units) (from New Year's Eve, New Year's Day,  
34 Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas

1 Day, and Christmas Eve). The holiday will be scheduled by the Hospital,  
2 with input from the relief nurse, but the nurse will not be required to  
3 repeatedly work the same holiday. Every other year, the relief nurse must  
4 be available for one of the following: Thanksgiving Day, Christmas Eve, or  
5 Christmas Day based on the needs of the unit.

6  
7 **7.11.1.4 Intermittent or Seasonal Time Off** When feasible, as  
8 determined by the Hospital, a relief nurse upon request shall be granted  
9 inactive employment status as an encouragement to maintain the nurse's  
10 long-term employment relationship. This status shall be made available to  
11 relief nurses on an equitable basis.

12  
13 **7.11.1.5 Relief Nurses Working Multiple Departments** Relief  
14 nurses choosing to work as a relief nurse in multiple units will have two  
15 options.

16  
17 **1.** The relief nurse can choose to have a dedicated relief  
18 position on each unit. They will be required to meet the obligations  
19 in Articles 7.11.1.1; 7.11.1.2; and 7.11.1.3 for each unit they have a  
20 dedicated relief position in.

21  
22 **2.** The relief nurse can choose to take a relief nurse position  
23 in the Patient Care Support Department, and will be required to  
24 only meet the obligations of 7.11.1.1, 7.11.1.2 and 7.11.1.3 for the  
25 Patient Care Support Department.

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

4  
5                       **7.11.1.6 Position Review** At the request of the Association, the  
6           Hospital and the Association will review the staffing pattern and the  
7           utilization of relief nurses in a unit and will consult as to whether additional  
8           regular full-time or part-time positions should be posted. Factors to be  
9           considered include the number of relief hours being used and an  
10          evaluation of the continued need for that level of nursing hours in the unit.  
11          The Hospital agrees that relief nurses should not be used in lieu of posting  
12          a new regular part-time or full-time position simply to avoid the expense of  
13          fringe benefits.

14  
15           **7.12 Standby** A nurse placed on standby by the Hospital is required to be  
16          available to report to work upon short notice to meet potential staffing needs.

17  
18                       **7.12.1 Scheduling Guidelines** The Hospital will provide the Association  
19          with a written description of current unit guidelines regarding the scheduling and  
20          utilization of standby time. The guidelines are to include the required number of  
21          standby hours, if any, per nurse per posted cycle. The guidelines for a unit will be  
22          made available to the nurses in the unit.

23  
24                       **7.12.2 Required Standby** The Hospital will notify and bargain with the  
25          Association before either establishing a standby requirement in a unit where  
26          standby is not currently mandatory or changing the standby guidelines in a unit to  
27          increase the number of mandatory standby hours.

28  
29           **7.13 Extra Work Scheduling** The Hospital will schedule extra available work in  
30          a unit on an equitable basis among full-time, part-time and relief nurses. Prior to the  
31          schedule being posted, relief nurses are first offered available shifts up to 36 hours per  
32          pay period. Any remaining open shifts are offered to relief, part-time, and full-time  
33          nurses on an equitable basis. After the schedule is posted, priority is given first to full-  
34          time and part-time nurses who have been called off and need the hours to maintain their

1 positioned hours, and next to relief nurses who have not worked enough (which varies  
2 between units, but is shifts which total at least 36 hours) in the four-week period  
3 immediately prior to the posting of a work schedule to ensure that they maintain the  
4 necessary skill level. The Hospital agrees that such extra work assignments shall not be  
5 used in lieu of posting new positions. This provision does not prevent the Hospital from  
6 first offering extra work to a qualified nurse who will not be in overtime or premium pay  
7 status by accepting the extra work.

8

9 **7.14 Consecutive Work Hour Limitation** Nurses shall not work more than 16  
10 consecutive hours.

11 **7.15 Charge Nurse Assignment**

12 **7.15.1 Unit Assignment** The Hospital will continue its current practice of  
13 having a charge nurse and/or supervisors/managers/directors on the day,  
14 evening and night shifts in each nursing unit that regularly has at least three  
15 scheduled nurses. The staffing committee will be used to determine any future  
16 changes in the number of charge nurses.

17

18 **7.15.2 Guidelines** Charge nurses and relief charge nurses shall have  
19 written patient assignment guidelines established in each nursing unit by nursing  
20 management in collaboration with charge nurses and each unit's UPC. These  
21 guidelines will be available to all staff nurses.

22

23 **7.16 Floating** A nurse may volunteer to be temporarily assigned (floated) for his  
24 or her full or partial shift to another nursing unit. If there is no qualified volunteer and no  
25 reasonable alternative, a nurse may be required to float on an equitable rotational basis  
26 (between scheduled qualified nurses within the unit). If a nurse has been cross trained  
27 or floated to a specialty unit in the last six months, they may equitably float out of turn. [If  
28 a nurse volunteers to cross train to another unit outside their specialty, they may be  
29 required to float out of turn for a period of twelve \(12\) months.](#) When a nurse is floated  
30 from his/her unit, this will not be counted as a "call off" (Article 11.11.1).

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

33





1 the pay period closest to their second anniversary at the prior step and to Steps 12, 15,  
2 18, 21 at the beginning of the pay period closest to their third anniversary at the prior  
3 step and Step 25 at the beginning of the pay period closest to their fourth anniversary at  
4 the prior step.

5  
6 **8.3 Credit for Prior Experience** As a new employee of the Hospital, new  
7 nurses shall be given up to a maximum of the seventh step credit for equivalent **relevant**  
8 past experience **as a registered nurse** at other similar institutions in determining  
9 appropriate placement in the compensation plan. When requested by the new nurse  
10 within 90 calendar days after beginning work, the PNCC and the Hospital shall jointly  
11 review and assess the nurse's prior professional work experience upon which the  
12 advanced step placement was based. In addition, the Hospital may approve an initial  
13 placement at a higher step when it deems appropriate. If a nurse is rehired within one  
14 year of termination into the same unit where employed at the time of termination, the  
15 nurse will be placed in the nurse's former compensation step. The units of Orthopedics,  
16 Surgical, and Medical are considered the same unit.

17  
18 **8.4 Merit and Bonus Pay** The Association recognizes this Agreement to be the  
19 minimum standards of employment. This Agreement should not be construed to limit  
20 management's right to reward an individual nurse's performance over and above the  
21 prescribed conditions called for in this Agreement. If requested by the Association, the  
22 Hospital will provide a list of wage increases and bonus compensation awarded under  
23 this provision.

24  
25 **8.5 Premium and Overtime Pay** Whenever time and one-half as premium or  
26 overtime is payable for hours worked under one provision of this Article, those hours will  
27 not be considered again for determination of premium or overtime pay under another  
28 category.

29  
30 **8.5.1 Overtime** Overtime compensation will be paid at 1.5 times the  
31 nurse's regular straight-time hourly rate of pay for hours worked in excess of:

32  
33 **A.** 40 hours in each workweek of seven consecutive days  
34 beginning on Sunday at 0700 for nurses whose regular shift is more than

1 eight hours, or who are regularly scheduled for both eight hour and longer  
2 shifts.

3  
4 **B.** 80 hours in each pay period of 14 consecutive days beginning  
5 on Sunday at 0700 for nurses whose regular shift is eight hours.

6  
7 **8.5.2 Premium Pay** Premium pay at the rate of time and one-half will be  
8 paid for extra hours worked as follows:

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

19  
20 **B.** For hours worked in excess of the hours the nurse was  
21 scheduled to work on a shift of at least eight hours.

22  
23 **C.** For all hours worked on a shift if the nurse had 10 or fewer  
24 hours off duty between that shift and the immediately prior hours that the  
25 nurse worked (not including standby, call-back, and all meeting and  
26 education time).

27  
28 **D.** For paid staff meetings or paid training programs which are  
29 contiguous to the nurse's work shift. For definition of this item,  
30 "contiguous" will mean up to 30 minutes before or after the nurse's shift.

31  
32 Premium pay will not be paid under this section 8.5.2 if the nurse requested to  
33 work the extra hours. The premium status of the work will be clarified when the  
34 nurse agrees to work the extra hours.

1  
2           **8.5.3 Extra Shift Incentive Pay (Critical Need Shift)** At management's  
3 discretion, extra shift incentive pay may be offered to a regular full-time or part-  
4 time nurse who is requested by the Hospital to fill a critical need shift on short  
5 notice. The shift must be scheduled for at least ~~two~~<sup>four</sup> or more hours in direct  
6 hands-on patient care no more than 48 hours before the beginning of the start of  
7 the identified shift (this will be extended to two full working days for units that are  
8 not open 24/7). The nurse will be compensated at the rate of time and one-half  
9 the nurse's regular hourly rate of pay plus \$12 per hour for each hour worked on  
10 the shift, provided that the criteria in both A and B below have been met. The  
11 extra shift incentive pay will be clarified at the time the nurse agrees to work the  
12 extra shift.

13  
14           **A.** The nurse worked all scheduled hours during the pay period  
15 that includes the extra shift. For purposes of this 8.5.3.A, scheduled ETO,  
16 low-census call-off, holiday, education, meeting, orientation, light-duty,  
17 administrative time during regular work time, and project time hours will be  
18 considered "worked" time but any jury duty, bereavement leave, workers'  
19 compensation leave, ETO not scheduled for the current pay period, and  
20 leave without pay will not be considered "worked" time.

21  
22           **B.** The nurse has not reduced the nurse's scheduled hours at any  
23 time during the 180 day period immediately preceding the date of the extra  
24 shift.

25  
26           Nurses scheduled to work an extra shift per this section 8.5.3 will be  
27 guaranteed a minimum of two hours pay if they report to work. However, this  
28 provision shall not apply if the Hospital makes a reasonable effort to notify the  
29 nurse by telephone not to report to work at least two hours before the scheduled  
30 time to work. It shall be the responsibility of the nurses to notify the Hospital of  
31 their current address and telephone number. This does not in any way modify  
32 any other sections of the agreement, in particular 7.10 Report Pay and 11.11.1  
33 Call Off order.

1           **8.6 Premium Pay for Required Educational Programs** Time that a nurse  
2 attends an educational program is considered work time for purposes of determining  
3 whether overtime pay rates apply only if the program is required by the Hospital or is  
4 mandatory to fulfill position requirements. Weekend premium pay (time and one-half)  
5 will not be paid if the mandatory program could be taken at a time that does not result in  
6 premium pay.

7           **8.7 Consecutive Weekends** Weekend work is paid at straight time unless one  
8 of the provisions below applies or other overtime provisions apply. The premium  
9 provisions below shall not apply when the nurse requests such a work schedule.

10  
11           1. For regular full-time and part-time nurses scheduled to work every  
12 other weekend. If the nurse is scheduled or called in on an unscheduled  
13 weekend, the nurse will be paid for all hours worked on the unscheduled  
14 weekend at the rate of 1.5 times (premium pay) the nurse's regular hourly rate of  
15 pay.

16  
17           2. For regular full-time or part-time nurses scheduled to work less than  
18 every other weekend. If the nurse is scheduled or called in to work on an  
19 unscheduled weekend such that the nurse does not have at least two weekend  
20 shifts off during the two-week pay period, the nurse shall be paid for all weekend  
21 hours worked over the two-shift maximum at 1.5 times (premium pay) the nurse's  
22 regular hourly rate of pay.

23  
24           **8.8 Holiday Pay** If a nurse is scheduled or requested by the Hospital to work on  
25 any of the following holidays, the nurse will be paid 1.5 times the regular hourly rate of  
26 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 on~~ ~~the evening shift~~ of the day preceding the actual holiday and will continue until ~~2300 hours~~ ~~the end of the evening shift~~ 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

1 hour night shift that includes 2300 to 0730 and a nurse on a standard 12 hour  
2 night shift from 1900 to 0730 will receive night shift differential for the entire shift  
3 worked, including day shift hours when the nurse is held over onto the day shift.  
4 Charge nurses who are scheduled to begin their shift between 1800-1900 hours  
5 will receive night shift differential for the entire shift worked.

6  
7 **8.9.3 Evening Shift** The evening shift differential will be \$2.34 per  
8 hour. ~~6.5% of Step 1 of the basic nurse wage rate.~~

9  
10 **8.9.4 Night Shift** The night shift differential will be \$5.34 per hour ~~15.5%~~  
11 ~~of Step 1 of the basic nurse wage rate~~ and \$6.89 per hour ~~20% of Step 1 of the~~  
12 ~~basic nurse wage rate~~ after two continuous years of employment as a bargaining  
13 unit nurse.

14  
15 **8.10 Standby Compensation** Standby compensation policies for nurses are as  
16 follows:

17 **8.10.1 Standby Rate** Nurses scheduled for standby shall be paid the sum  
18 of \$5 per hour for each hour of scheduled standby. If a nurse who has been  
19 called off and placed on standby is called back to work all or any part of the shift  
20 from which the nurse was called off, the nurse will be paid standby compensation  
21 as provided in this 8.10.1 and callback pay as provided in 8.10.2 for all hours  
22 actually worked.

23  
24 **8.10.2 Callback Pay** Time actually worked while scheduled on standby.  
25 Callback shall be compensated at 1.5 times the nurse's regular straight time  
26 hourly rate of pay as set forth in Appendix A, in addition to standby  
27 compensation.

28 Callback hours for nurses in the following units will be paid at the rate of  
29 1.75 times the nurse's regular rate of pay: Angio Cath, Cardiac Cath Lab,  
30 Dialysis, MDU, OR, PACU, and Radiology.

31  
32 **8.10.3 Minimum Guarantee** Nurses called back from standby shall be  
33 guaranteed a minimum of two hours' pay at their applicable hourly rate provided

1 this work is not a continuation of work at the end of the scheduled shift or if the  
2 call back time runs into the beginning of a previously scheduled shift.

3  
4 ~~**8.10.4 Travel Time** A nurse on standby who is called back to work will be  
5 paid for 15 minutes of travel time at the nurse's call-back rate, as specified in  
6 8.10.2, for travel to and from the Hospital (up to a maximum of 30 minutes),  
7 without regard to the actual travel time. This pay is included in the two-hour  
8 minimum pay guarantee specified in 8.10.3, provided that the time actually  
9 worked by the nurse after reporting to work plus the necessary "travel time"  
10 equals two hours or less. Travel time will be paid in addition to the two-hour  
11 minimum to the extent that the time actually worked plus the travel time exceeds  
12 two hours.~~

13  
14 **8.11 Temporary Assignment Pay** A nurse temporarily assigned to a higher  
15 position and/or shift shall be compensated for such work at no less than the minimum  
16 rate of pay applicable to the higher position if such assignment lasts for a period of four  
17 hours or more.

18 **8.12 Charge Nurse Pay** \$3.50 additional per hour will be paid to Charge RNs  
19 for all compensated hours. Charge RNs will not receive charge pay when working extra  
20 shifts as a staff nurse outside of their regularly scheduled hours, however they will  
21 receive the differential during standby callback hours. Relief Charge Nurses will receive  
22 \$3.50 for all hours performing Charge RN duties.

23  
24 **8.13 Specialty Coordinator Pay** Add ~~\$2.50 per hour~~ **6% of Step 1 of the basic**  
25 ~~nurse wage rate~~ to the appropriate general duty nurse compensation for all  
26 compensated hours.

27  
28 **8.14 Preceptor Pay** Add ~~\$1.75~~ **\$4.25** per hour worked while assigned preceptor  
29 duties, except in the case of precepting students on a voluntary basis. Preceptors are  
30 subject to low census as specified under section 11.11.

31  
32 **8.15 Advanced Education/Certification Pay** Nurses holding an approved  
33 Advanced Certification will be paid 3% above the RN rate. An approved certification list  
34 shall be established by mutual consent between the PNCC and the Nurse Executive or



1 designee, and shall be updated on an annual basis. Certifications must be related to the  
2 practice of nursing within the Hospital. Nurses holding a BSN degree will be paid 4%  
3 above the RN rate. Nurses holding a master's degree in nursing will be paid 5% above  
4 the RN rate.

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

8

9 **8.16 Weekend Differential** For hours worked on a weekend shift when the  
10 nurse is not eligible for time and one-half or greater pay under this Agreement, the  
11 nurse will be paid a weekend differential of \$1.80 per hour worked.

12

13 **8.17 Recall Pay** When a full- or part-time nurse who is scheduled to work but is  
14 placed on low census by Hospital request agrees to be called back to work during that  
15 scheduled shift, the nurse shall be paid at a rate of time and one-half the nurse's regular  
16 rate of pay for all hours worked, for a minimum of four hours.

17 **8.18 Relief Nurse Pay**

18 **8.18.1 Regular Relief Nurse Pay** Relief nurses shall receive a premium  
19 in lieu of the benefits contained in Article 9, at the rate of 15% of their regular  
20 hourly rate of pay. Benefit eligible bargaining unit nurses that hold a secondary  
21 relief position are not eligible for relief differential; such nurses shall accrue  
22 applicable benefits.

23

24 **8.18.2 Retiree Relief Nurse Pay** Retiree Relief Nurses shall receive a  
25 premium in lieu of the benefits contained in Article 9 at the rate of 20% of their  
26 regular hourly rate of pay.

27

28 **8.19 Seasonal Nurse Pay** Seasonal nurses will be paid wages according to the  
29 current Bend ONA wage schedule based on experience. They will earn the 15% "relief"  
30 premium. For all other compensation, such as premium pay etc, they will be treated the  
31 same as a relief RN. Seasonal nurses who work additional hours beyond their schedule  
32 shall be eligible for premium pay (Article 8.5.2) but shall not be eligible for extra shift  
33 incentive pay (critical needs shift, Article 8.5.3).

34



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

2  
3           5. In each of the subparagraphs noted above, the full-time benefit hours  
4 and the benefit hour cap shall be prorated to the closest full pay period for nurses  
5 who did not work a full calendar year at the time of the credit calculation. ETO will  
6 then be credited based on benefit hours in excess of this prorated amount up to  
7 the prorated cap.

8           **9.3.1 Schedule**

9

<u>Duration of Employment</u>	<u>Earned Leave</u>	<u>Maximum Accrual</u>
10           0 - 4 years	.0923 hours	384 hours
11           5 - 10 years	.1115 hours	464 hours
12           10-15 years	.1385 hours	576 hours
13           15 + years	.15 hours	624 hours

14  
15

16           **9.3.2 Benefit Hours** All hours worked or paid, excluding standby hours,  
17 and including for regular part-time and full-time nurses all regularly scheduled  
18 hours called off, to a maximum of 2,080 hours per year.

19  
20           **9.4 Maximum Accruals** Nurses will be eligible to accrue up to a two year  
21 maximum ETO bank based on his/her years of service and accrual rates as outlined in  
22 Article 9.3.

23           Once a nurse reaches his/her two year maximum ETO, he/she will cease to  
24 continue to accrue ETO until his/her ETO balance falls below the maximum amount.  
25 One time per year the nurse is eligible for ETO cash out of up to 80 hours of ETO, when  
26 the nurse has a balance of at least 192 hours. It will be the nurse's responsibility to  
27 request this cash out one time per calendar year. Maximum accrual for ETO will be  
28 prorated for part-time nurses.

29  
30           **9.5 Use of ETO** ETO accrued as of the most recently completed payroll period  
31 may be used in accordance with the provisions of this Article, except that time off for  
32 vacation purposes may not be taken until successful completion of the introductory  
33 period. ETO cannot be used in less than 15 minute increments.

34

1           **9.6 Requesting and Granting ETO** ETO must, except in unusual  
2 circumstances, be requested in writing in advance of the time off desired. Consistent  
3 with the Hospital's responsibilities to provide adequate patient care, the Hospital will  
4 normally approve said request. Before the schedule is posted, it is the responsibility of  
5 the Hospital to find a replacement for a nurse granted ETO. If a replacement is  
6 necessary for a nurse who utilizes emergency or sick ETO, it shall also be the Hospital's  
7 responsibility to arrange for the replacement. ETO approvals cannot be rescinded by  
8 either party without mutual agreement once the ETO is on the posted work schedule.  
9 An exception to this will be ETO approval for scheduled time off can be canceled if, after  
10 the approval was given, the nurse used so much ETO time for purposes other than call-  
11 off, emergency or sick that the nurse will not have sufficient ETO time for the scheduled  
12 time off.

13           The Hospital will develop, ~~prior to January 1, 2013,~~ a tracking system for ETO  
14 denials and the data will be available upon request.

15  
16           **9.6.1 Five-Day or Greater Notice** For a period of time off of five days or  
17 more, a nurse shall request of the supervisor to schedule time off by submitting a  
18 request in writing a maximum of six months in advance of the calendar month in  
19 which the initial date of the requested ETO occurs. The Hospital will respond in  
20 writing to such request no later than 15 weekdays after the date of the receipt of  
21 the request. Preference for available time off will be given to the request received  
22 on the earliest date, Monday through Friday. In the event two or more nurses  
23 request the same period of time off on the same date, the Hospital will seek to  
24 accommodate the requests, but if both requests cannot be accommodated, the  
25 senior such nurse shall be given preference. However, the senior nurse cannot  
26 exercise this preference more than once in a two year period. The Hospital will  
27 continue its practice of circulating request forms for the Christmas, Thanksgiving,  
28 and New Year's holidays and rotating time off on those holidays unless the  
29 nurses in the unit agree in their unit guidelines to an alternative holiday  
30 scheduling system. If the alternate holiday system cannot reasonably be  
31 implemented by the staffing office, the Association and the Hospital shall meet to  
32 resolve the problem.  
33

1                   **9.6.2 Less than Five-Day Notice** For a period of time off of less than five  
2 consecutive days, the nurse shall make the request to the supervisor at least two  
3 weeks prior to the date requested. In the event two or more nurses in a unit  
4 request the same day(s) off, the Hospital shall seek to accommodate the  
5 requests; but, in the event scheduling will not permit, date of request shall be  
6 determinative.

7                   **9.6.3 Without Prior Notice** A nurse may request ETO without prior  
8 approval and on short notice due to emergency or illness, including doctor and  
9 dentist appointments and dependent illness in the immediate family, by  
10 contacting the department in accordance with departmental procedures.

11  
12                   **9.6.4 ETO Prime Time Request Guidelines** Prime time is defined as the  
13 time period beginning on Memorial Day and through Labor Day. The following  
14 provisions will be applied by the Hospital in responding to requests for ETO time  
15 off:

16  
17                   **9.6.4.1 Maximum Request Guidelines** During prime time, nurses  
18 are encouraged not to request more than three weeks of ETO. This  
19 guideline is two weeks in Family Birthing Center, Emergency Room, and  
20 the Operating Room. Prime time ETO in excess of that amount will be  
21 reviewed on an individual basis.

22  
23                   **9.6.4.2 Weekend Limitation** ETO requests for scheduled  
24 weekends during prime time will be limited to no more than two.

25  
26 **9.7 Holidays** The Hospital will attempt to rotate holiday work.

27  
28                   **9.7.1** For departments that are closed on a holiday, a nurse has the  
29 following options if not scheduled or requested to work on any of the holidays  
30 specified in section 8.8:

- 31  
32                   1.     Take the day off and use all or part of it as ETO.  
33                   2.     Take the day off and save ETO for later use.

1           **9.7.2** Nurses in departments that are open on a holiday, specified in  
2 Section 8.8, will be required to use ETO if they are off on the holiday except as  
3 follows. Nurses that do not work on the holiday will have the option to use ETO or  
4 not use ETO if all of the following apply:

5                   \* The nurse did not request the holiday off as their first choice and  
6 the unit was open, and

7                   \* It is the nurse's regularly scheduled day of work, and

8                   \* The nurse was not scheduled for their full FTE hours for the two  
9 week pay period in which the holiday occurred.

10  
11           **9.8 Time off Without Pay** Time off without pay, other than approved leaves of  
12 absence without pay, may be used in lieu of ETO only when scheduled in advance and  
13 approved by the nurse's supervisor/manager/director. When requests for scheduled  
14 time off conflict with staffing requirements on a unit, preference will be given to ETO  
15 requests over requests for time off without pay.

16  
17           **9.8.1 Unpaid Rest Time Off** A nurse who works excessive hours or  
18 repeated shifts above their scheduled hours will be granted unpaid rest time off  
19 at the nurse's request.

20  
21           **9.8.2 No Reduction of Benefits** Full-time nurses will not suffer any  
22 reduction in the accruals of time-off benefits for approved incidental absences.

23  
24           **9.8.3 Low Census Optional Use** ETO may or may not be used, at the  
25 discretion of the nurse, to supplement loss of scheduled work time because of  
26 low census.

27  
28           **9.9 ETO Unit Guidelines** By consensus, the nurses and the  
29 supervisor/manager/director in a unit may develop additional ETO unit guidelines,  
30 including seasonal and holiday requirements, or may agree to modify the above  
31 guidelines. These additional or modified guidelines that can be reasonably implemented  
32 will be approved by the Patient Care Support office. If these additional or modified ETO  
33 unit guidelines cannot reasonably be implemented, and upon request by the  
34 Association, the Association and the Hospital shall meet to resolve the problem. The

1 Patient Care Support office can give approval with the condition that the unit will be  
2 responsible for administering the additional or modified guidelines. A copy of any  
3 additional or modified guidelines will be maintained in writing on the unit and in the  
4 Patient Care Support office and will be given to the Association.

5 **9.10 ETO Granted by Minimum Staffing Standards** The Hospital will provide  
6 to each nursing unit and the Association a listing of the number of positions or hours  
7 that are established as the minimum staffing for the unit, by day and shift, and any  
8 changes to that list resulting from the review of patient acuity and census data that the  
9 Hospital typically conducts at least on a semiannual basis. ETO requests which are  
10 submitted before the schedule is posted will be granted or denied based on those  
11 minimum staffing standards. Staffing levels will be routinely evaluated and adjusted in  
12 an effort to provide ETO coverage while meeting patient care needs. In exceptional  
13 situations (for example, if the nurse's absence potentially would result in an unsafe  
14 patient care situation, if the nurse's presence is critical for an activity such as a review  
15 by the Joint Commission for the Accreditation of Hospitals, or if the nurse has a special  
16 critical assignment personal to that nurse), the lack of a replacement may necessitate  
17 the denial of an ETO request that does not reduce staffing below the  
18 established minimum, but the Hospital will make every reasonable effort to avoid such  
19 situations.

20

## 21 **9.11 Payment of ETO**

22 **9.11.1 Rate** ETO will be compensated at the nurse's regular hourly rate of  
23 pay, including applicable differentials.

24

25 **9.11.2 Upon Termination** When a nurse's employment terminates by  
26 dismissal, or a nurse resigns with proper notice, earned but unused ETO will be  
27 paid to the nurse on the last paycheck. When a nurse is on layoff, the nurse can  
28 use accrued but unused ETO to maintain the nurse's normal income until ETO is  
29 exhausted.

30

31 **9.11.3 Movement to a Relief Position** When a regular nurse transfers to  
32 a relief position, accrued but unused ETO hours will be paid to the nurse based  
33 on the nurse's regular rate of pay (without regard to the relief differential in

1 section 8.18) within 12 months. Within 12 months, the payout will be made in one  
2 or two pay periods, as requested by the nurse.

### 3 **ARTICLE 10 – LEAVES OF ABSENCE**

4  
5 **10.1 General Provisions** Leaves of absence may be granted at the option of  
6 the Hospital for good cause shown when applied for in writing as far in advance of such  
7 requested leave as possible, specifying beginning and ending dates for such leave.  
8 Leaves of absence will be granted only in writing.

9  
10 **10.1.1 Non-Accrual of Service or Benefits** A nurse will not lose  
11 previously accrued benefits as provided in this Agreement, but will not accrue  
12 additional benefits during the term of a properly authorized leave of absence.

13  
14 **10.1.2 Use of ETO** Use of ETO shall, except in extraordinary  
15 circumstances, be required to be utilized concurrently as part of a leave of  
16 absence that is otherwise unpaid. For purposes of FMLA/OFLA, paid time off  
17 shall be required to be utilized concurrently during the FMLA/OFLA period of  
18 time. If a nurse exhausts their remaining ETO, they may request and be granted  
19 a one week leave of absence to cover their previously scheduled vacation.

20  
21 **10.2 Mandated Legal Leave; Military Leave** Leaves of absence mandated by  
22 law shall be granted accordingly. A leave of absence ~~granted~~ for annual military training  
23 duty, ~~not to exceed two weeks,~~ shall not be charged as ~~vacation time~~ ETO unless  
24 requested by the nurse.

25  
26 **10.3 Education Leave** Requests for educational leaves of absence including  
27 unpaid education leave for periods of up to two years for professional development  
28 purposes will be considered by the administration.

### 29 30 **10.4 Return From Leave**

31 **10.4.1 Thirty Days or Less** Nurses returning from an authorized leave of  
32 absence of 30 calendar days or less duration, or non-FMLA/OFLA medical leave  
33 of 60 calendar days or less duration, shall be returned to their same position and



1 shift of employment. Return to work from FMLA/OFLA shall be in accordance  
2 with provisions of FMLA/OFLA.

3 **10.4.2 More than Thirty Days** Nurses returning from an authorized leave  
4 of absence of more than 30 days or non FMLA/OFLA medical leave of 60  
5 calendar days or more duration, shall be returned to the same position and/or  
6 shift if still available. Return to work from FMLA/OFLA shall be in accordance  
7 with provisions of FMLA/OFLA.

## 8 **10.5 Absences With Pay**

9 **10.5.1 Bereavement** A regular full-time or regular part-time nurse who  
10 has a death in his/her immediate family, or immediate family of spouse or  
11 domestic partner (i.e., father, mother, husband, wife, domestic partner, brother,  
12 sister, son, daughter, grandparent or grandchild) will be granted time off with pay  
13 for up to three (3) consecutive regularly scheduled workdays to attend the  
14 funeral. An additional two (2) days' paid leave may be granted when such death  
15 of an immediate family member requires travel of more than 500 miles one way  
16 distance to attend the funeral. Time off with pay up to one regularly scheduled  
17 workday, with a limit of two such leaves a year, shall be granted when there is a  
18 death of other relatives.  
19

20  
21 **10.5.2 Definition of Domestic Partner** For purposes of administering  
22 bereavement leave when a "domestic partner" relationship is involved, an  
23 affidavit must be signed by the employee and whenever possible his or her  
24 domestic partner that affirms the following circumstances:  
25

- 26 • They are not related by blood closer than would bar marriage in the  
27 state of Oregon (first cousins or nearer);
- 28 • Neither is legally married;
- 29 • They have continuously lived together as a family and shared a  
30 close personal relationship, which is exclusive and loving, for an  
31 extended period of time, and they intend to maintain that family and  
32 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.

1                   **10.5.4 Court Witness** Nurses who are required by the Hospital to appear  
2 as a witness in a court proceeding during their normal time-off duty will be  
3 compensated at the appropriate rate of pay as recognized by this Agreement for  
4 the actual time of their appearance, and travel time, with a minimum of two  
5 hours.

6  
7                   **ARTICLE 11 – SENIORITY AND LAYOFFS**  
8

9                   **11.1 Seniority** Seniority shall mean the length of continuous employment by the  
10 Hospital of a nurse covered by this Agreement. Seniority shall be accumulated for each  
11 regular nurse within the bargaining unit on the basis of years of service to the Hospital.  
12 Relief nurses shall accumulate seniority separately based upon hours worked. For the  
13 purpose of calculating seniority if a nurse moves to and from relief status, one year of  
14 seniority shall equal ~~2,080~~one thousand and eight hundred (1800) hours of relief work.

15                   A newly hired Seasonal nurse will not accrue seniority or benefit status while in  
16 the seasonal position. If a bargaining unit nurse is awarded a seasonal position, he/she  
17 will retain seniority while in the seasonal position on a pro-rated basis. The pro-rate will  
18 be based on hours worked, and one year of seniority shall equal ~~2,080~~one thousand  
19 and eight hundred (1800) hours. Once the seasonal position is finished, the bargaining  
20 unit nurse will need to return to a position eligible for seniority accrual in order to  
21 maintain their accrued seniority.

22  
23                   **11.2 Continuous Employment** Continuous employment includes the  
24 performance of all scheduled hours of work, including time off because of earned time  
25 off, and authorized leaves of absence.

26  
27                   **11.3 Loss of Seniority** Continuous employment that has been interrupted by  
28 the occurrence of the following:

- 29  
30                   1. Termination.  
31  
32                   2. Layoff for lack of work which has continued for six consecutive months.  
33

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

3  
4                   **4.** Absence from work for three consecutive working days without notice  
5 to the Hospital.

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

8  
9                   **11.4 Service Outside Bargaining Unit** A nurse who has accepted or accepts  
10 employment in a position outside the scope of this Agreement, without a break in  
11 Hospital service, and who is later employed by the Hospital as a regular nurse, without  
12 a break in Hospital service, will thereafter be credited with his/her previously accrued  
13 seniority as a nurse, his/her ETO accrual rate based upon total consecutive years of  
14 Hospital service, and no less than his/her previously existing wage step as a nurse. In  
15 addition, such nurse may utilize accrued bargaining unit seniority during the first six  
16 months outside the bargaining unit for purposes of job bidding for any bargaining unit  
17 position, provided the nurse maintains Association membership during this period of  
18 time. Additionally, a nurse who accepts a special project nonbargaining unit position  
19 may be granted access to prior accrued bargaining unit seniority for purposes of job  
20 bidding for up to 12 months after leaving the bargaining unit, provided that before the  
21 nurse leaves the bargaining unit, the Hospital and Association have reached mutual  
22 consent to that effect, and provided further that the nurse maintain Association  
23 membership while out of the bargaining unit.

24  
25                   **11.5 Job Posting** The Hospital will post notice of all nursing job vacancies to be  
26 filled as vacancies occur, for a period of seven business days. Position postings shall  
27 include required qualifications, unit, shift, hours, starting and stopping time and  
28 weekend obligation. Qualifications will be based on the requirements of the position and  
29 will not be developed in order to unfairly favor a particular applicant.

30  
31                   **11.5.1 Thirty-Two Hour Positions** When a 32 hour position is posted,  
32 the posting will also indicate that the job can be filled as a 40 hour position. The  
33 nurse who is selected for the position may request that the position be increased

1 to 40 hours per pay period so that the nurse will be eligible for benefits. The  
2 Hospital will make every reasonable effort to approve these requests.  
3

4 **11.5.2 Posting of Temporary Positions** A temporary position must be  
5 posted for bidding if the Hospital can reasonably anticipate the vacancy lasting  
6 for at least 30 days after the conclusion of the posting process. That posting  
7 process will not be unreasonably delayed. A notice of the availability of hours to  
8 be vacated by the nurse granted the temporary position shall be posted in the  
9 unit involved for seven calendar days. The posting shall include the anticipated  
10 duration of the replacement need. The senior nurse(s) in the unit and shift who  
11 express an interest in working these hours will be given the first opportunity to be  
12 scheduled for such hours, provided the nurse(s) agree to work these hours in  
13 addition to their existing position(s), the total hours would not exceed full-time,  
14 and further that this temporary schedule is approved by the nurse  
15 leader/manager.  
16

17 **11.6 Posting/Bidding Exceptions**

18 **11.6.1 Decrease of Existing Position Hours** No vacancy under this  
19 Article will be deemed to have occurred when the Hospital, in its discretion and  
20 with the consent of the nurse, decreases the scheduled hours per week of a  
21 nurse by no more than one shift.  
22

23 **11.6.2 Increase of Existing Position Hours** Unless the Hospital elects  
24 to use sections 11.5 or 11.7 of this Article, no vacancy will be deemed to have  
25 occurred if the Hospital, in its discretion and with the consent of the nurse,  
26 desires to increase the scheduled hours per week of a nurse by no more than  
27 one shift. Such hours will be posted in the unit involved for seven calendar days.  
28 The qualified senior nurse applicant then employed in the unit and on the shift  
29 where such hours will be scheduled will be given the first opportunity for such  
30 hours.  
31

32 **11.6.3 Temporary Assignment Pending Award** The Hospital may fill  
33 vacancies temporarily, without regard to the procedures of this Article, in

1 emergencies when the assignment is for 30 days or less or pending completion  
2 of the application process.

3  
4 **11.6.4 Relief Transfer** Upon request and with proper notice, a regular  
5 full- or part-time nurse can transfer to a relief position in the same nursing unit  
6 and shift, if available, or alternatively to a position in the relief pool. The nurse  
7 must agree to comply with normal requirements of the relief position, and must  
8 not be in an active disciplinary process. This type of transfer shall not require  
9 position posting or bidding otherwise required by this Article.

10  
11 **11.7 Filling of Vacancies** If two or more applicants meet the posted  
12 qualifications, the most senior shall receive the position unless the Hospital wishes to  
13 grant the position to a junior applicant who has substantially greater qualifications or  
14 ability. The determination of qualifications and ability shall not be arbitrary or capricious  
15 and will be based on factors that are capable of accurate comparative assessment.  
16 Specifically, these factors include the following:

17  
18 **1.** To override seniority, a substantially more qualified junior nurse may be  
19 awarded the position if the junior nurse is substantially more qualified for the  
20 position based upon (a) qualification as evidenced by documented certifications,  
21 educational or workshop credits, specialty service or similar materials, and/or (b)  
22 demonstrated abilities and/or experience.

23  
24 **2.** The burden of proof is on the Hospital to demonstrate that the less  
25 senior nurse possesses substantially greater qualifications or ability.

26  
27 **3.** Technical nursing skills relevant to the job are expected to be the  
28 primary reason to override seniority.

29  
30 **4.** Because it is more difficult to determine and prove comparative  
31 qualifications and ability in the areas of interpersonal skills, decisions to override  
32 seniority will not generally be made solely on that basis. Positive past evaluations  
33 related to interpersonal skills create a presumption that the nurse has adequate  
34 skills in that area.

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

8            **11.8 Temporary Positions/Assignments** A currently employed nurse may be  
9            granted a temporary position or a temporary assignment to an unfilled posted  
10           permanent position, based upon the criteria set forth above, provided the nurse's  
11           current assignment can be covered with relief nurses, with other qualified nurses on a  
12           voluntary basis, or can be temporarily vacated. Such a nurse shall be entitled to return  
13           to their prior position at the completion of the duration of the temporary position. If a  
14           nurse is assigned to an unfilled permanent position, the Hospital will return that nurse to  
15           the nurse's prior position, whenever feasible, within 90 calendar days.

16  
17           **11.9 Position Award and Assignment** Based upon the availability of qualified  
18           applicants, selection to fill permanent vacancies shall be made within four weeks from  
19           the date of initial posting. The nurse selected shall be assigned to the new position  
20           within four weeks of selection.

21  
22           **11.10 Applicant Notification** Notification of all applicants for positions occurs,  
23           regarding final disposition of the position opening, within two weeks of the decision.

24  
25           **11.11 Low Census**

26           **11.11.1 Call-Off** In the event the Hospital must reduce the work force for  
27           a given unit or shift for a short-term staffing adjustment, then such reduction shall  
28           occur as follows provided the nurses remaining on the unit and shift are qualified  
29           to perform the work to be done. The following order does not prevent the  
30           Hospital from calling off a nurse who would receive overtime or premium pay for  
31           the shift before calling off a nurse who is not eligible for overtime or premium  
32           time. An exception to this will be when a nurse works an extra premium shift and  
33           has ten hours or less break before his/her next regularly scheduled shift, the

1 nurse will not be called off out of rotation for that regularly scheduled shift (unless  
2 he/she requests to be called off).

3  
4 **Order of call-off**

- 5 |  
6 |  
7 |  
8 |  
9 |  
10 |  
11 |  
12 |  
13 |
- 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,

14 and then by a system of rotation among the regular full-time and regular part-time  
15 nurses (including regular nurses in temporary assignments specified in section  
16 11.8 of this Article)

17  
18 This provision applies to:

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

20  
21 (2) Prior to the start of the shift. See nurse's status prior to the start of the  
22 shift).

23



1 **Nurse's Status During a Mid-shift Cancellation**

2 When a nurse is cancelled mid-shift, the nurse may be placed by the Hospital in  
3 one of the following two categories while on call-off:

- 4
- 5 1. Full Call off – The nurse is not obligated to the Hospital for the  
6 remainder of the shift.
- 7
- 8 2. Standby – By mutual agreement, a nurse may volunteer to be placed  
9 on standby for all or a portion of the remainder of their shift. If there are  
10 no volunteers for standby, up to two nurse's per unit may be required  
11 to be on standby for all or a portion of the remainder of their regularly  
12 scheduled shift on a rotational basis. If the nurse is being placed on  
13 standby for only a portion of their regularly scheduled shift, the length  
14 of time they are required to be on standby shall be determined at the  
15 time the nurse is placed on standby and shall not be altered except to  
16 be placed on Full Call Off. If the nurse is called in during the portion of  
17 the shift for which they were placed on standby, the nurse will be paid  
18 standby and callback for that portion only.

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

21

22

23 **Nurse's Status Prior to the Start of the Shift**

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

- 26
- 27 1. Full Call off – The nurse is not obligated to the Hospital for this shift
- 28
- 29 2. Delayed Start:
- 30
- 31 A. For 12 hour shifts, call-off before the nurse's scheduled shift is  
32 limited to the full shift or the first four hours (except as provided in B and C  
33 below)
- 34

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1           **B.** By mutual agreement, the nurse will be given a scheduled time  
2 to report to work for the remaining portion of their shift (minimum of four  
3 hours) at the nurse's straight time hourly rate  
4

5           **C.** By mutual agreement, a nurse may volunteer to be placed on  
6 standby. If there ~~are~~ no volunteers for standby, up to ~~one~~two nurses per  
7 unit may be required to be on standby for all or a portion of their regularly  
8 scheduled shift on a rotational basis. ~~If the nurse is being placed on~~  
9 ~~standby for only a portion of their regularly scheduled shift, the length of~~  
10 ~~time they are required to be on standby shall be determined at the time~~  
11 ~~the nurse is placed on standby and shall not be altered except to be~~  
12 ~~placed on Full Call Off.~~ If the nurse is called in during the portion of the  
13 shift for which they were placed on standby, the nurse will be paid standby  
14 and callback for that portion only.

15           ~~In all the above instances, nurses will not receive travel pay due to~~  
16 ~~this being the nurse's regular shift.~~

17           The above (Sections 1 and 2) shall be in compliance with the notice  
18 requirements of Section 7.10.  
19

20           **11.11.2 Voluntary Low Census Call-Off (HR)** In units where extra shifts  
21 have been worked or where standby hours have resulted in excessive workload,  
22 unpaid rest time off (Article 9.8.1) will continue to be made available before  
23 voluntary HR.

24           When two or more nurses within the unit volunteer for low census (HR) on  
25 the same shift, they will be called off in the following order:  
26

- 27           1. The nurses may confer among themselves to see if they can reach  
28           mutual agreement as to who will be called off first.
- 29           2. In the event the nurses do not reach agreement among themselves,  
30           call off order among the volunteers will be based on rotation (i.e., the  
31           nurse who has been called off furthest in the past will be offered the  
32           voluntary HR). In the unlikely event of a tie, seniority shall prevail  
33           between two or more nurses who were all called off on the same date.

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1 3. Requests for voluntary HR will continue to be accepted by the staffing  
2 office as per current practice; i.e., voluntary HR may be requested  
3 during the current week and through the next week will not be  
4 accepted. Voluntary HR requests for time off further in the future than  
5 the end of the next week will not be accepted. Voluntary HR on  
6 holidays shall be granted by a rotational basis by date of oldest HR.

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7  
8 **11.11.32 Call-Off Error** If the Hospital incorrectly applies 11.11.1 above  
9 with the result that a bargaining unit nurse misses any work hours, then as a  
10 remedy, the nurse will be compensated for one half of the hours missed at their  
11 regular straight-time hourly rate of pay.

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

18  
19 **11.11.43** Low census call-off statistics will be a standing agenda item at  
20 monthly Labor Management Committee (LMC) meetings, to evaluate trends. If a  
21 longer term Hospital requested low census call off trend is identified, LMC will  
22 review and identify possible solutions.

23  
24 **11.12 Low Census Callback** As a normal practice, regular full-time and regular  
25 part-time nurses, called off by the Hospital for lack of work, shall be given an opportunity  
26 to return to work the scheduled shift should the need reoccur. The Hospital will make a  
27 reasonable effort to notify affected nurses by telephone, prior to replacing regular  
28 nurses with relief nurses.

29  
30 **11.13 Layoff** In the event the Hospital must reduce the work force for a period of  
31 14 continuous calendar days or more in a given unit, ONA can request a meeting with  
32 the leadership in the unit to review the reasons for the reduction in workforce and  
33 whether a layoff should be initiated. The meeting will be scheduled within five business  
34 days. Once the parties have met, if it is determined that a layoff is needed the Hospital

1 shall institute a layoff that will be in reverse order of seniority, provided the nurses  
2 remaining on the unit are qualified to perform the work to be done. If unable to agree in  
3 the meeting, ONA can demand a layoff be initiated. Nothing in this language prevents  
4 the Hospital from initiating a layoff.

5 The Hospital will provide as much advance notice as reasonably possible, but in  
6 all cases, in accordance with Article 5.4 – Notice of Termination, in no case will this  
7 notice be less than 21 calendar days.

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

16

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

18

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

22

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

26

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

1 In all steps above, the nurse being laid off must notify management within 48  
2 hours of receiving notice of layoff of their decision to exercise their bumping rights.

3 A nurse on layoff status will have the ability to access electronic notification of  
4 internal and external posted positions for up to six (6) months. It will be the laid off  
5 nurse's responsibility to meet the application timelines, per Article 11, and the Hospital  
6 requirements and application process, in order to be considered for the posted  
7 positions.

8  
9 **11.14 Recall** Recall from such layoff will be in the reverse order of the layoff. A  
10 nurse rejecting an offer for a position in a similar category will end the Hospital's  
11 obligation to recall the nurse and the nurse will forego any further recall rights.

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

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

21

22

## ARTICLE 12 – HEALTH AND WELFARE

23

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

28

29 **12.1 Health Insurance** The Hospital will offer through December 31, ~~2018~~<sup>2012</sup>  
30 the St. Charles ~~Medical Center Bend-Redmond~~<sup>Health System</sup> Employee Benefit Plan to  
31 all benefit eligible nurses in accordance with the terms of the current plan.

32 Effective January 1, ~~2016~~<sup>2013</sup>, benefit eligible nurses will be eligible to select  
33 one of the two following St. Charles Medical/Rx plans: Caregiver Directed Health Plan  
34 (CDHP) with a Health Savings Account (HSA) or the ~~current~~ Preferred Provider Option

1 (PPO) as outlined in the Summary Plan Description and Benefits Revolution. The CDHP  
2 deductible and out of pocket maximum will be reviewed on an annual basis and  
3 adjusted to follow IRS regulations applicable to the plan.

4 ~~Effective January 1, 2014, benefit eligible nurses will be eligible to select one of~~  
5 ~~the two following St. Charles Medical/Rx plans: Caregiver Directed Health Plan with a~~  
6 ~~Health Savings Account (HSA) or the current Preferred Provider Option (PPO) with a~~  
7 ~~5% premium shift for the caregiver and family.~~

8 ~~Effective January 1, 2015, benefit eligible nurses will be eligible to select one of~~  
9 ~~the two following St. Charles Medical/Rx plans: Caregiver Directed Health Plan with a~~  
10 ~~Health Savings Account (HSA) or the New Preferred Provider Option (PPO) as outlined~~  
11 ~~in Appendix B.~~

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

16 [Domestic Partner benefits will be eliminated effective 7/1/2016](#)

17  
18 **12.1.1 Premiums** The Hospital will contribute to the cost of the premiums  
19 for covered nurses and their covered dependents according to the schedule  
20 below, providing further that premium increases above current rates shall be  
21 established by accepted insurance industry-wide standards.

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Caregiver Directed Health Plan

Effective January 1, 2013 for the remainder of the Agreement:

<u>Position</u>	<u>Hospital Portion of Premium</u>	
	<u>Employee</u>	<u>Dependent</u>

Full-time	95%	85%
-----------	-----	-----

60 hours per pay period to full-time	95%	70%
---	-----	-----

48 hours per pay period to 59 hours	70%	50%
--	-----	-----

40 hours per pay period to 47 hours	60%	50%
--	-----	-----

Current PPO Plan

Effective January 1, 2013

<u>Position</u>	<u>Hospital Portion of Premium</u>	
	<u>Employee</u>	<u>Dependent</u>

Full-time	95%	85%
-----------	-----	-----

60 hours per pay period to full-time	95%	70%
---	-----	-----

48 hours per pay period to 59 hours	70%	50%
--	-----	-----

40 hours per pay period to 47 hours	60%	50%
--	-----	-----

Current PPO Plan  
Effective January 1, 2014

<u>Position</u>	<u>Hospital Portion of Premium</u>	
	<u>Employee</u>	<u>Dependent</u>

Full-time	90%	80%
-----------	-----	-----

60 hours per pay period to full-time	90%	65%
---	-----	-----

48 hours per pay period to 59 hours	65%	45%
--	-----	-----

40 hours per pay period to 47 hours	55%	45%
--	-----	-----

New PPO Plan  
Effective January 1, 2016~~2015~~

<u>Position</u>	<u>Hospital Portion of Premium</u>	
	<u>Employee</u>	<u>Dependent</u>

Full-time	90%	80%
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60 hours per pay period to full-time	90%	65%
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48 hours per pay period to 59 hours	65%	45%
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40 hours per pay period to 47 hours	55%	45%
--	-----	-----



1           **12.1.2 Benefit Substitution Notice** Any substitution of equivalent  
2 benefits, premium rates, or other plan amendments to the offered plans shall be  
3 forwarded by the Hospital to the Association for review no less than 60 days prior  
4 to implementation.

5  
6           **12.1.3 Wellness Program** A wellness program will be offered effective  
7 January 1, 2013. A comprehensive health and wellness program designed to  
8 shift the focus from treating illness to improving health. The program engages  
9 individuals in the management of their own health and wellness with a rewards  
10 system for healthy lifestyle choices encouraged by voluntary participation.

11  
12           **Wellness Incentive** Caregivers and spouses who voluntarily participate  
13 will be eligible for the Wellness incentive that will be paid out in January of the  
14 following year dependent on their level of participation.

15           ~~Spouse/Domestic partner may participate but will not be eligible for an~~  
16 ~~incentive payment until January 2015 (based on participation in 2014).~~

17  
18           **12.2 Short Term Disability** The Hospital shall continue to provide a short-term  
19 disability program for all benefit-eligible nurses.

20           Short-term disability will have a seven (7) calendar day elimination period, unless  
21 the nurse is hospitalized twenty-four (24) hours or more (in which case short-term  
22 disability benefits will begin immediately). The seven (7) calendar day elimination period  
23 may be taken as unpaid leave provided the caregiver submits the request to the Human  
24 Resources Leave Team and the short-term disability is approved. Benefits will be  
25 payable for up to twenty-six (26) weeks (including the elimination period). Nurses who  
26 continue to accrue EIB and are currently ineligible for STD will be given the opportunity  
27 to change their election and maintain their current EIB bank. Their election must be  
28 made during the 2016 open enrollment period.

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

30           Short-term disability benefits during weeks one (1) through thirteen (13) will be  
31 paid as follows:

3 months through 3 years of service	66 2/3% of weekly earnings
4 years through 9 years of service	75% of weekly earnings
10+ years of service	95% of weekly earnings

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

All tiers of service	60% of weekly earnings
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6 **12.3 Long-Term Disability** The Hospital shall continue to provide ~~at the current~~  
7 ~~(or an equivalent or superior)~~ long-term disability program for all benefit eligible nurses.  
8 The Hospital will pay the premiums for a program that provides an income replacement  
9 benefit of 60% of gross base pay, to a maximum benefit of \$5,000 per month, following  
10 a ~~90~~180 consecutive day ~~qualifying~~elimination period.

11  
12 ~~**12.3 Hospital Service Discount** Any nurse, spouse, domestic partner or~~  
13 ~~dependent who is enrolled in the SCHS Medical Plan and requires hospitalization or~~  
14 ~~outpatient treatment at the St. Charles Health System owned facilities including the lab~~  
15 ~~and sleep centers (excluding clinics and co-pays) shall receive a 25% discount on the~~  
16 ~~charges remaining after application of all SCHS insurance benefits. The discount~~  
17 ~~applies to SCHS owned technical services only. This discount does not apply to any~~  
18 ~~professional services or services not covered by the plan.~~

19  
20 **12.4 Life Insurance** The Hospital shall provide a group life and accidental death  
21 and dismemberment (AD&D) insurance policy for all benefit eligible nurses at no cost to  
22 the nurse. The coverage will be effective the first of the month following 90 days of  
23 continuous active employment. Coverage will be in an amount equivalent to the nurse's  
24 annual base wage, as defined by the plan document with a minimum benefit of \$35,000  
25 and a maximum benefit of \$100,000.

26  
27 **12.5 AirLink Membership** The Hospital shall provide AirLink membership to all  
28 full-time nurses at no cost to the nurse. Nurses will be eligible the first of the month  
29 following date of hire. Part-time nurses are eligible to purchase AirLink memberships  
30 through payroll deductions at the monthly negotiated rate determined by the vendor. In  
31 the event that AirLink discontinues local operations, the parties will meet to discuss the  
32 cost and/or availability of air ambulance coverage.

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**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%

1 Forfeited funds will be used to offset future matching contributions.

2  
3 **12.7.3 Relief Nurses** Relief nurses may contribute to the Hospital's  
4 existing retirement plan without a matching contribution from the Hospital, and to  
5 the maximum amount allowed by law.

6  
7 **12.8 Retiree Prescription Drugs** Retired bargaining unit members who have  
8 been employed by the Hospital for 15 or more years and who are at least age 55 on the  
9 date their employment with the Hospital terminated will have the opportunity to  
10 purchase prescription drugs at the Hospital pharmacy at a cost for each drug equal to  
11 the cost to the Hospital pharmacy to purchase the drug, plus the cost to the Hospital  
12 pharmacy to dispense the drug, until the individual is eligible for Medicare prescription  
13 coverage. Drugs purchased under this 12.8 must be picked up at the Hospital  
14 pharmacy. The Hospital pharmacy will not deliver any drugs.

15  
16 **12.9 Compliance with Law** All health insurance and benefit plans described  
17 herein are subject to IRS and other applicable regulatory agencies.

## 18 **ARTICLE 13 – PROFESSIONAL DEVELOPMENT**

19  
20  
21 **13.1 Evaluations** The Hospital shall provide counseling and evaluations of the  
22 professional performance of each nurse covered by this Agreement not less than once  
23 per year. Nurses shall have the right to respond in writing to evaluations and have that  
24 response incorporated into the record.

### 25 **13.2 In-Service Education**

26 **13.2.1 In-Service Program** The Hospital agrees to maintain a continuing  
27 in-service education program for all nurses covered by this Agreement. At least  
28 two weeks' advance notice shall be given for regularly scheduled in-service  
29 education programs whenever possible. When reasonably possible, the Hospital  
30 shall make in-service education programs available to nurses on all shifts. In the  
31 event a nurse is required by the Hospital to attend in-service education functions  
32 outside their normal shift, the nurse will be compensated for time spent at such  
33 functions at their applicable rate of pay, including applicable differential, and  
34 overtime, if appropriate, for hours worked.

1  
2           **13.2.2 In-Service Requirement** As a condition of employment, all nurses  
3 covered by this Agreement shall be required to participate in a minimum of 20  
4 hours of in-service education during each year of employment. Such education  
5 shall be made available to all shifts. CPR training is required for all nurses and  
6 shall be included in the minimum in-service requirements. The PNCC Chair and  
7 Director of Education will work collaboratively to share information regarding unit  
8 specific required education and certifications in an effort to ensure continuity of  
9 programs being offered. Recommendations of the Nursing Care Committee as  
10 to in-service education programming and conference attendance will be given  
11 consideration. If a nurse has not met this requirement on their anniversary date  
12 of employment, the nurse's annual wage adjustment will not take effect until the  
13 annual in-service education requirement has been met.

14  
15           **13.2.3 In-Service Credit for Hospital Meetings** Attendance at regularly  
16 scheduled Hospital Committee meetings by nurses who are appointed members  
17 of that committee shall count toward the in-service educational requirements in  
18 the ratio of one hour for each two meetings attendance. Credit may also be  
19 granted for Journal articles read up to a maximum credit of four hours per year.  
20 Credit may also be granted for other educational programs approved by  
21 Administration.

22  
23           **13.3 Educational Conferences** If the Hospital sends a nurse to attend an  
24 educational conference, the nurse will be paid for any of their regularly scheduled hours  
25 lost as a result thereof at their regular rate of pay, and the Hospital will reimburse the  
26 nurse for reasonable out-of-pocket expenditures.

27  
28           **13.4 Educational Development Fund** An educational development fund shall  
29 be established annually to provide for non-mandatory paid education leave (including  
30 paid time, tuition, expenses and PNCC sponsored education offerings). The PNCC,  
31 SCHS Nursing Leadership and SCHS Education leadership may work collaboratively to  
32 identify educational opportunities for nurses and ensure joint educational offerings  
33 advance nursing practice and patient care, and are in alignment with the Hospital's  
34 strategic direction and goals.

1  
2           **13.4.1 Funding** Effective January 1, 2013 the annual contribution to the  
3 educational development fund shall be \$150,000. Educational development fund  
4 monies shall be available for nurses after the completion of the probationary  
5 period specified in section 5.2. This provision shall be in addition to the Hospital  
6 required in-service education, conferences and seminars; but shall include  
7 approved paid attendance at Hospital-sponsored educational programs and  
8 seminars requested by the nurse. The education development fund shall be  
9 established January 1 of each year with any underexpenditures up to 10% of the  
10 annual contribution eligible to carry over to the next year.

11  
12           **13.4.2 Education Employment Obligation** A nurse who has not  
13 completed one year of consecutive employment shall, as a condition to receiving  
14 fund monies, be required by the PNCC to sign a contract in the form specified by  
15 the Hospital that the nurse will reimburse the Hospital for the fund monies  
16 received, if the nurse terminates employment by resignation or discharge for just  
17 cause within the first 12 months of employment. The PNCC shall be kept  
18 informed of remaining educational funds available.

19  
20           **13.4.3 Fund Allocation** The nurse shall apply for said leave by delivering  
21 the application to the PNCC. The PNCC shall review the application, make a  
22 decision, allocate the appropriate funds, and then submit it to the Hospital's  
23 Accounting Office for payment. Upon request, the Committee will submit reports  
24 to the Hospital of applications submitted and approved showing the name of the  
25 nurse and the educational program.

26  
27           **13.4.4 Criteria for Use** Programs for which educational leave is available  
28 shall be related to the practice of nursing within the Hospital. Such education  
29 leave shall be available for programs sponsored by other hospitals, educational  
30 institutions, governmental agencies or professional associations, as well as  
31 Hospital-sponsored educational programs and seminars requested by the nurse.

32  
33           **13.4.5 Nurse Presentation** The nurse, upon return and request by the  
34 Hospital, will give a written or oral presentation to the nursing staff.

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**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). ~~Distribution of funds will be quarterly (\$25,000 per quarter) and shall be jointly agreed upon between PNCC and the Hospital until funds are exhausted.~~ 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.

~~If quarterly funds are not fully exhausted, the unused funds shall roll over and be available for reimbursement in the following quarter.~~ 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~~\$450 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%.

1           **Advanced Certification Reimbursement**

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

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

12  
13           **13.7 New Hire and Transfer Orientation and Training** The Hospital shall

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

19  
20           **13.8 Float Assignment Orientation** Nurses assigned to a different unit,

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

27  
28           **13.9 Specialty Unit Training** If a temporary position is created for the purpose

29 of training in a specialty area, the position will be posted in the same manner and  
30 duration as other position postings under this Agreement. An interview committee will  
31 be named, which will include an Association representative from the specialty unit, unit  
32 leadership, and bargaining unit nurse(s) from the specialty unit selected collaboratively  
33 by the Association representative and the supervisor/manager/director. The committee  
34 will make a selection recommendation by consensus to the



1 supervisor/manager/director, based on the committee's assessment of the applicants'  
2 seniority, position status (full-time, part-time, relief, or temporary) and potential for  
3 success in the training program and in the specialty unit. The committee's  
4 recommendation will be given serious consideration by the Leader Manager. If the  
5 Leader Manager does not intend to implement the committee recommendation, the  
6 Leader Manager will meet with the committee to discuss the selection. The committee  
7 meeting is paid time.

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

#### 14 **ARTICLE 14 - PROFESSIONAL NURSING CARE COMMITTEE**

15  
16  
17 **14.1 Recognition and Composition** A professional nursing care committee  
18 shall be established at the Hospital, composed of not less than eight RNs and not more  
19 than 12 RNs employed by the Hospital and covered by this Agreement. The Committee  
20 members shall be elected by the registered nurse staff of the Hospital. Election rules  
21 should be set up to elect new members to include holdover member(s), and not more  
22 than two representatives from each clinical area. Vacancies will be filled at the  
23 discretion of the Association and the PNCC. The PNCC chairperson or designee will be  
24 an active participant on agreed upon Hospital clinical nursing committees. The  
25 chairman of the nursing care committee may attend meetings of the Clinical Practice  
26 Committee as appropriate.

27  
28 **14.2 Committee Purpose** The primary committee goal is to address the issues  
29 related to patient care and nursing practice. The Committee objectives shall be:

- 30  
31 1. To address the quality of patient care, nursing practice, and  
32 improvement of care issues. To consider constructively the practice of nursing  
33 and support evidence based practice improvements for nursing and patient care  
34 delivery.

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

3  
4           **14.3 Responsibility** The Hospital recognizes the responsibility of the Committee  
5 to recommend measures objectively to improve patient care and nursing practice. Such  
6 recommendations will duly consider such recommendations and the Committee will be  
7 advised of action taken or under consideration within 30 days. The Committee may  
8 request status reports on recommendations taken consideration and final disposition or  
9 actions taken by the Hospital.

10  
11           **14.3.1 Individual Responsibility** A nurse may only accept nursing  
12 assignments for which they are educationally prepared and have the current  
13 knowledge, skills and ability to safely perform. Should a nurse have concerns  
14 about his or her ability to perform an assignment, the nurse will immediately  
15 speak with the clinical supervisor or charge nurse to address those concerns.  
16 Should the nurse refuse the assignment after this discussion he or she will  
17 submit the specific reason in writing to their manager. Nurses reporting good faith  
18 concerns will not be subject to disciplinary action.

19  
20           **14.4 Implementation of Recommendations** PNCC representative members  
21 may make reasonable recommendations for improvements of patient care or nursing  
22 practice to ~~Hospital committee~~ **the Bend Nursing Director Group**. Evidence based  
23 support, outcome measures, **timing**, economic impact, including staffing, shall be  
24 considered in determining reasonableness. ~~and implementation~~ **Reasonable**  
25 **recommendations will be implemented** upon approval from the ~~Hospital committee~~ **Bend**  
26 **Nursing Director Group**.

27  
28           **14.5 Referral of Suggestions** Other applicable suggestions of the PNCC, as  
29 appropriate, may be provided to applicable nursing department leadership and practice  
30 committees, or placed on the ~~Clinical Practice Committee~~ **Bend Nursing Director Group**  
31 agenda at least two weeks in advance.

32  
33           **14.6 Committee Meetings and Pay** The Committee shall meet at such times so  
34 as not to conflict with routine duty requirements. In the event PNCC meetings or SCHS

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1 agreed upon Hospital Committee meetings conflict with routine duty requirements, the  
2 member shall request coverage and the Hospital agrees to make all reasonable  
3 attempts to provide coverage at the requested meeting time. Such hours shall be paid  
4 at the nurse's regular straight time rate.

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

12 **14.7 Agenda** The Committee shall prepare an agenda and keep minutes of all  
13 meetings, copies of which shall be provided to the Chief Nursing Officer or Hospital  
14 Executive, Hospital Administration, and the Association 10 days after each meeting.  
15 The Committee shall exclude from discussion any matters which are proper subjects to  
16 be processed through the grievance procedure or involving the interpretation of this  
17 Agreement.

18  
19 **14.8 Committee Invitations** The Committee may invite members of the Hospital  
20 or Nursing Administration to its meeting at a mutually agreeable time for the purpose of  
21 exchanging information or to provide recommendations on pertinent subjects.  
22 Administration may request special meetings with the Committee but such meetings  
23 shall not take the place of the regularly scheduled meeting of the Committee and shall  
24 not be compensated from funds specified in section 14.6 above. A representative of  
25 Administration and Nursing Administration shall be invited to a meeting of the PNCC at  
26 least once per quarter to exchange information on pertinent subjects.

27  
28 **14.9 Staffing** A designated Committee member will actively participate in the  
29 Hospital Staffing Committee to review and resolve issues and concerns with staffing  
30 plans, patterns, acuity of patients, and staff reports. If an individual nurse has a concern  
31 related to staffing on the nurse's unit, the nurse should discuss the matter with his or her  
32 charge nurse, supervisors/managers/directors, or the House Supervisor. The nurse will  
33 complete a Staffing Incident Report and give the completed report to his or her  
34 immediate supervisor. The charge nurse, supervisors/managers/directors, or House

1 Supervisor will send the report to Patient Care Support. Within 14 days after Patient  
2 Care Support receives a Staffing Incident Report completed and submitted by a nurse,  
3 the Hospital will acknowledge receipt of the report to the nurse who submitted it and to  
4 the Committee. The original report will be sent to the Committee for review. The  
5 Committee will return the report to the Staffing Office for filing. As with any quality  
6 record, the Committee will protect the confidentiality of the information contained in any  
7 Staffing Incident Report it receives. If the nurse has requested follow-up, the Staffing  
8 Office will notify the nurse of the outcome of the review. Staffing Incident Reports are  
9 screened by the Staffing, Scheduling, and Acuity supervisors/managers/directors and, if  
10 necessary, returned to unit leadership for additional information.

11 **14.10 Technical Support** The Committee will be allowed [twenty four \(24\) hour](#)  
12 [access to an onsite furnished workspace. The work space at the Hospital will include,](#)  
13 [including word processing and locked](#) storage space, [locked file cabinet, computer with](#)  
14 [appropriate programs including word processing,](#) and access to other office equipment.  
15 [at the Hospital.](#)

16  
17 **14.11 Administrative Assistance** The Hospital will provide administrative  
18 assistance to PNCC and assist in the processing and record keeping of PNCC funds.  
19 Monthly, quarterly and annual reports of funds and expenditures will be prepared by the  
20 Administrative Assistant for PNCC and the Director of Education's review. The Director  
21 of Education will work with PNCC to establish the scope and responsibilities of the  
22 Administrative Assistant. General duties performed by the Administrative Assistant will  
23 encompass preparation and processing of requests by nurses, typing up minutes (if  
24 requested), assisting in preparing presentations, acting as a general point of contact for  
25 nurses when they require assistance in completing PNCC forms for funds, and  
26 preparing reports if requested by PNCC. Other administrative duties can be assigned as  
27 deemed appropriate by PNCC and the Director of Education.

28  
29 **14.12 Shared Governance** The Hospital and the Association encourage nurses  
30 to be actively involved in developing and maintaining a shared governance structure  
31 process. [The Hospital agrees that a shared governance committee comprised of](#)  
32 [Hospital leadership, bargaining unit nurses and interdisciplinary team members will](#)  
33 [meet routinely for the purpose of developing and implementing a shared governance](#)  
34 [structure. Once the shared governance structure is implemented, the committee's focus](#)

1 | will include nursing engagement, the patient experience and quality outcomes. The  
2 | work of the committee will support the Hospital's Vision, Mission and Values.  
3

#### 4 | **ARTICLE 15 – NO STRIKE, NO LOCKOUT**

5  
6 | **15.1 No Strike, No Lockout** In view of the importance of the operation of the  
7 | Hospital's facilities to the community, the Hospital and the Association agree that there  
8 | shall be no lockouts by the Hospital and no strikes or other interruptions of normal work  
9 | by nurses or the Association during the term of this Agreement.  
10

#### 11 | **ARTICLE 16 – GENERAL PROVISIONS**

12  
13 | **16.1 Maintenance of Benefits** Regular full-time nurses and regular part-time  
14 | nurses shall not suffer the loss of any fringe benefits as a result of not working any of  
15 | their scheduled working days at the request of the Hospital.

16 | **16.2 Successors** In the event that the Hospital shall by merger, consolidation,  
17 | sale of assets, lease, franchise, or any other means enter into an agreement with  
18 | another organization which, in whole or in part, affects the existing collective bargaining  
19 | unit, then such successor organization shall be bound by each and every provision of  
20 | this Agreement. The Hospital shall have an affirmative duty to call this provision of the  
21 | Agreement to the attention of any organization with which it seeks to make such an  
22 | agreement as aforementioned and if such notice is so given, the Hospital shall have no  
23 | further obligations hereunder from date of takeover.  
24

25 | **16.3 Rest Rooms and Lockers** Rest rooms and lockers shall be provided by  
26 | the Hospital. The Hospital will continue to evaluate locker storage for the nursing staff  
27 | and seek opportunities for additional locations and total number of lockers available.  
28

29 | **16.4 Meal Discounts** Nurses may receive a 25% discount on meals by  
30 | purchasing them through payroll deduction by using their photo identification card.  
31 | Meals paid for with cash or check will not receive the 25% discount.  
32

1 **ARTICLE 17 – SEPARABILITY**

2  
3 **17.1 Separability** In the event that any provision of this Agreement shall at any  
4 time be declared invalid by any court of competent jurisdiction or through government  
5 regulation or decree, such decision shall not invalidate the entire Agreement, it being  
6 the express intention of the parties hereto that all other provisions not declared invalid  
7 shall remain in full force and effect.  
8

9 **ARTICLE 18 – LABOR MANAGEMENT COMMITTEE**

10  
11 **18.1 Labor Management Committee** The Hospital and Association will  
12 establish and maintain a Labor Management Committee (LMC). The goal and purpose  
13 of the LMC will be to further foster a collaborative relationship between the parties.  
14 Issues discussed will represent issues of mutual concern involving labor relations. The  
15 parties will establish and maintain Ground Rules and Guidelines to be followed for  
16 conducting regular meetings. LMC members will be released from work to attend LMC  
17 meetings, unless there is an emergency or critical need.

18 **18.2 Composition of LMC** The composition of the LMC is set in the Ground  
19 Rules and Guidelines. Up to eight ONA LMC members shall be compensated for their  
20 time spent in the general monthly meeting up to a maximum of three hours per month at  
21 the member's regular straight time rate. The hours compensated for LMC meetings will  
22 not count toward hours worked for purposes of calculating overtime and/or premium  
23 plus compensation.  
24

25 **ARTICLE 19 – MANAGEMENT RIGHTS**

26  
27 **19.1 Management Rights** Except as modified by the collective bargaining  
28 agreement and past practices, the management of the Hospital and the direction of the  
29 work force shall be solely the right of the employer. The employer will bargain over any  
30 decisions regarding changes in the working conditions of employees.  
31



1 IN WITNESS WHEREOF the Hospital and the Association have executed this  
2 Agreement as of \_\_\_\_\_.

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OREGON NURSES ASSOCIATION

ST. CHARLES HEALTH SYSTEM

\_\_\_\_\_  
Alison Hamway  
Labor Relations Representative

\_\_\_\_\_  
Jay Henry  
CEO, St. Charles Medical Center - Bend

\_\_\_\_\_  
Bruce Humphreys, RN  
Chair

\_\_\_\_\_  
Rick Martin  
VP of Ancillary and Support Services

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Joe Sack, RN  
Vice Chair

\_\_\_\_\_  
Tim Eixenberger, RN  
Chief Nursing Officer, St. Charles  
Medical Center - Bend

\_\_\_\_\_  
Andrea Rombach, RN  
Secretary

\_\_\_\_\_  
Rebecca Morgan  
Director, Human Resources

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Judy Gage Scott, RN  
Treasurer

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Debbie Robinson, RN  
Director, Patient Care Support

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Jody Holland, RN  
Member at Large / Unit Rep Liaison

\_\_\_\_\_  
Chad Davis  
Manager Labor and Caregiver Relations

\_\_\_\_\_  
Kyle Swantek, RN  
Membership

\_\_\_\_\_  
Nancy Simonson, RN  
Manager, Ortho/Neuro

\_\_\_\_\_  
Lynda Coats-Sellers, RN  
Member at Large

\_\_\_\_\_  
John Nangle, RN  
Member at Large / PNCC Coordinator



**APPENDIX A**

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

EFFECTIVE 7/1/2012 2.00%					
	Title	R1-Base	Certified (3.0%)	BSN (4.0%)	MSN (5.0%)
	Scale	R1	R2	R3	R4
Step	1	\$31.67	\$32.62	\$32.94	\$33.25
Step	2	\$32.93	\$33.92	\$34.25	\$34.58
Step	3	\$34.24	\$35.27	\$35.61	\$35.95
Step	4	\$35.63	\$36.70	\$37.06	\$37.41
Step	5	\$37.08	\$38.19	\$38.56	\$38.93
Step	7	\$39.11	\$40.28	\$40.67	\$41.07
Step	9	\$40.72	\$41.94	\$42.35	\$42.76
Step	12	\$42.67	\$43.95	\$44.38	\$44.80
Step	15	\$44.37	\$45.70	\$46.14	\$46.59
Step	18	\$46.12	\$47.50	\$47.96	\$48.43
Step	21	\$47.99	\$49.43	\$49.91	\$50.39
Step	25	\$48.94	\$50.41	\$50.90	\$51.39

EFFECTIVE 7/1/2013 2.00%					
	Title	R1-Base	Certified (3.0%)	BSN (4.0%)	MSN (5.0%)
	Scale	R1	R2	R3	R4
Step	1	\$32.30	\$33.27	\$33.59	\$33.92
Step	2	\$33.59	\$34.60	\$34.93	\$35.27
Step	3	\$34.92	\$35.97	\$36.32	\$36.67
Step	4	\$36.34	\$37.43	\$37.79	\$38.16
Step	5	\$37.82	\$38.95	\$39.33	\$39.71
Step	7	\$39.89	\$41.09	\$41.49	\$41.88
Step	9	\$41.53	\$42.78	\$43.19	\$43.61
Step	12	\$43.52	\$44.83	\$45.26	\$45.70
Step	15	\$45.26	\$46.62	\$47.07	\$47.52
Step	18	\$47.04	\$48.45	\$48.92	\$49.39
Step	21	\$48.95	\$50.42	\$50.91	\$51.40
Step	25	\$49.92	\$51.42	\$51.92	\$52.42

EFFECTIVE 7/1/2014 2.00%					
	Title	R1-Base	Certified (3.0%)	BSN (4.0%)	MSN (5.0%)
	Scale	R1	R2	R3	R4
Step	1	\$32.95	\$33.94	\$34.27	\$34.60
Step	2	\$34.26	\$35.29	\$35.63	\$35.97
Step	3	\$35.62	\$36.69	\$37.04	\$37.40
Step	4	\$37.07	\$38.18	\$38.55	\$38.92
Step	5	\$38.58	\$39.74	\$40.12	\$40.51
Step	7	\$40.69	\$41.91	\$42.32	\$42.72
Step	9	\$42.36	\$43.63	\$44.05	\$44.48
Step	12	\$44.39	\$45.72	\$46.17	\$46.61
Step	15	\$46.17	\$47.56	\$48.02	\$48.48
Step	18	\$47.98	\$49.42	\$49.90	\$50.38
Step	21	\$49.93	\$51.43	\$51.93	\$52.43
Step	25	\$50.92	\$52.45	\$52.96	\$53.47

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Effective 7/1/15 - 1%					
	Title	R-1	Certified	BSN	MSN
	Scale	Base	3.0%	4.0%	5.0%
		R1	R2	R3	R4
Step	1	\$33.28	\$34.28	\$34.61	\$34.95
Step	2	\$34.60	\$35.64	\$35.99	\$36.33
Step	3	\$35.98	\$37.06	\$37.41	\$37.77
Step	4	\$37.44	\$38.56	\$38.94	\$39.31
Step	5	\$38.97	\$40.14	\$40.52	\$40.92
Step	7	\$41.10	\$42.33	\$42.74	\$43.15
Step	9	\$42.78	\$44.07	\$44.49	\$44.92
Step	12	\$44.83	\$46.18	\$46.63	\$47.08
Step	15	\$46.63	\$48.04	\$48.50	\$48.96
Step	18	\$48.46	\$50.02	\$50.40	\$50.88
Step	21	\$50.43	\$51.94	\$52.45	\$52.95
Step	25	\$51.43	\$52.97	\$53.49	\$54.00

Effective 1/1/16 - 1.75%					
	Title	R-1	Certified	BSN	MSN
	Scale	Base	3.0%	4.0%	5.0%
		R1	R2	R3	R4
Step	1	\$33.86	\$34.88	\$35.22	\$35.56
Step	2	\$35.21	\$36.27	\$36.62	\$36.97
Step	3	\$36.61	\$37.71	\$38.07	\$38.44
Step	4	\$38.10	\$39.24	\$39.62	\$40.00
Step	5	\$39.65	\$40.84	\$41.23	\$41.63
Step	7	\$41.82	\$43.07	\$43.49	\$43.90
Step	9	\$43.53	\$44.84	\$45.27	\$45.71
Step	12	\$45.62	\$46.99	\$47.45	\$47.90
Step	15	\$47.45	\$48.88	\$49.35	\$49.82
Step	18	\$49.31	\$50.89	\$51.28	\$51.77
Step	21	\$51.31	\$52.85	\$53.37	\$53.88
Step	25	\$52.33	\$53.90	\$54.43	\$54.95

Effective 7/1/16 - 1%					
	Title	R-1	Certified	BSN	MSN
	Scale	Base	3.0%	4.0%	5.0%
		R1	R2	R3	R4
Step	1	\$34.20	\$35.23	\$35.57	\$35.91
Step	2	\$35.56	\$36.63	\$36.98	\$37.34
Step	3	\$36.97	\$38.08	\$38.45	\$38.82
Step	4	\$38.48	\$39.63	\$40.01	\$40.40
Step	5	\$40.04	\$41.25	\$41.64	\$42.05
Step	7	\$42.23	\$43.50	\$43.93	\$44.34
Step	9	\$43.97	\$45.29	\$45.72	\$46.17
Step	12	\$46.07	\$47.46	\$47.92	\$48.38
Step	15	\$47.92	\$49.36	\$49.84	\$50.32
Step	18	\$49.80	\$51.40	\$51.79	\$52.29
Step	21	\$51.82	\$53.38	\$53.90	\$54.42
Step	25	\$52.85	\$54.44	\$54.97	\$55.50

Effective 1/1/17 - 1.75%					
	Title	R-1	Certified	BSN	MSN
	Scale	Base	3.0%	4.0%	5.0%
		R1	R2	R3	R4
Step	1	34.799	35.8446	36.1931	36.54161
Step	2	36.1825	37.2703	37.6294	37.98849
Step	3	37.6188	38.7489	39.1185	39.49873
Step	4	39.1502	40.3225	40.7133	41.10403
Step	5	40.745	41.97	42.3714	42.78326
Step	7	42.9734	44.2618	44.6948	45.11727
Step	9	44.7371	46.0783	46.5219	46.97604
Step	12	46.881	48.2856	48.7609	49.22556
Step	15	48.7609	50.2289	50.7147	51.2005
Step	18	50.6724	52.2989	52.7002	53.20712
Step	21	52.7319	54.316	54.8441	55.37216
Step	25	53.7774	55.3933	55.9319	56.47052

Effective 7/1/17 - 1%					
	Title	R-1	Certified	BSN	MSN
	Scale	Base	3.0%	4.0%	5.0%
		R1	R2	R3	R4
Step	1	\$35.15	\$36.20	\$36.56	\$36.91
Step	2	\$36.54	\$37.64	\$38.01	\$38.37
Step	3	\$38.00	\$39.14	\$39.51	\$39.89
Step	4	\$39.54	\$40.73	\$41.12	\$41.52
Step	5	\$41.15	\$42.39	\$42.80	\$43.21
Step	7	\$43.40	\$44.70	\$45.14	\$45.57
Step	9	\$45.18	\$46.54	\$46.99	\$47.45
Step	12	\$47.35	\$48.77	\$49.25	\$49.72
Step	15	\$49.25	\$50.73	\$51.22	\$51.71
Step	18	\$51.18	\$52.82	\$53.23	\$53.74
Step	21	\$53.26	\$54.86	\$55.39	\$55.93
Step	25	\$54.32	\$55.95	\$56.49	\$57.04

Effective 1/1/18 - 1.75%					
	Title	R-1	Certified	BSN	MSN
	Scale	Base	3.0%	4.0%	5.0%
		R1	R2	R3	R4
Step	1	\$35.76	\$36.84	\$37.19	\$37.55
Step	2	\$37.18	\$38.30	\$38.67	\$39.04
Step	3	\$38.66	\$39.82	\$40.20	\$40.59
Step	4	\$40.23	\$41.44	\$41.84	\$42.24
Step	5	\$41.87	\$43.13	\$43.54	\$43.97
Step	7	\$44.16	\$45.49	\$45.93	\$46.37
Step	9	\$45.98	\$47.35	\$47.81	\$48.28
Step	12	\$48.18	\$49.62	\$50.11	\$50.59
Step	15	\$50.11	\$51.62	\$52.12	\$52.62
Step	18	\$52.07	\$53.75	\$54.16	\$54.68
Step	21	\$54.19	\$55.82	\$56.36	\$56.90
Step	25	\$55.27	\$56.93	\$57.48	\$58.03

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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.



1 as an encouragement to maintain the nurse's long-term employment relationship.  
2 This status shall be made available to relief nurses on an equitable basis.

3  
4 OREGON NURSES ASSOCIATION ST. CHARLES MEDICAL CENTER - BEND

5  
6 \_\_\_\_\_  
7 Alison Hamway Jay Henry  
8 Labor Relations Representative CEO, St. Charles Medical Center - Bend

9  
10 Date: \_\_\_\_\_ Date: \_\_\_\_\_



1 LETTER OF AGREEMENT  
2 LOA 3  
3 SCMC - BEND SELF-SCHEDULING  
4 ICU & ED  
5

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6 ~~St. Charles Health System Inc. d/b/a St. Charles Medical Center Bend~~  
7 ~~("Hospital") and the Oregon Nurses Association ("Association") hereby agree that the~~  
8 ~~following provisions shall apply to self-scheduling in the ICU and the ED departments.~~

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9  
10 ~~ICU day and night shifts will continue self-scheduling for all regular part and full-~~  
11 ~~time RNs and relief RNs. For the ED, this LOA only applies to the ED night shift.~~

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12  
13 ~~The self-scheduling will be facilitated by a RN appointed by peers and approved~~  
14 ~~by the department manager. The current self-scheduling guidelines will be followed~~  
15 ~~with predetermined core levels as defined by the staffing plan that minimize call off and~~  
16 ~~overtime/premium.~~

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18 ~~The self-scheduling guidelines will be established jointly by nurses and~~  
19 ~~management.~~

20  
21 ~~This Letter of Agreement may be modified or discontinued by mutual agreement.~~  
22 ~~The parties agree to meet in a sincere effort to resolve any scheduling issue or concern.~~  
23 ~~If resolution is not met within 30 days, either party can terminate the agreement.~~

24  
25 ~~OREGON NURSES ASSOCIATION — ST CHARLES MEDICAL CENTER — BEND~~

26  
27 \_\_\_\_\_  
28 ~~Alison Hamway — Jay Henry~~  
29 ~~Labor Relations Representative — CEO, St. Charles Medical Center — Bend~~

30  
31 ~~Date: \_\_\_\_\_ Date: \_\_\_\_\_~~



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

6  
7           7. Work on a holiday shall be compensated at the holiday rate as  
8 specified in Article 8.8 and shall count toward the first 40 hours worked in the pay  
9 period if part of the nurse's regular schedule or required holiday rotation. The  
10 nurse shall be scheduled for standby on holidays as a part of the regular holiday  
11 rotation.

12  
13 OREGON NURSES ASSOCIATION

ST. CHARLES MEDICAL CENTER - BEND

14  
15 \_\_\_\_\_  
16 Alison Hamway  
17 Labor Relations Representative

\_\_\_\_\_  
Jay Henry  
CEO, St. Charles Medical Center - Bend

18  
19 Date: \_\_\_\_\_

Date: \_\_\_\_\_





1           2. Use of standby ~~qualified team member~~~~registered nurses~~ shall be  
2 limited to:

- 3
- 4           a) ~~e~~Emergency procedures (as defined in ~~65~~ below). ~~only and not~~ ←  
5                     ~~for extension of normal MDU hours, except when~~
- 6           b) Unforeseen delays in elective procedures of scheduled MDU  
7                     cases.
- 8           c) ~~r~~Recovery of late patients is necessary and there is no other  
9                     available staff to cover, i.e. overtime MDU staff or PACU.  
10                    Nurses who are on standby will be given first right of refusal in  
11                    either case.
- 12           d) After hours non-emergent procedures for bedded IMCU  
13                     patients.
- 14

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

19

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

24

25           ~~45.~~ The primary nurse assigned to the patient in ICU or ER will ~~provide~~  
26 ~~1:1 care to~~ sedate, monitor, and recover the patient in their unit. ~~The MDU nurse~~  
27 ~~will provide the technical support during the case.~~ A qualified procedural MDU  
28 team member will provide the technical support during the case.

29

30           ~~56.~~ For purposes of this letter of agreement, "emergency procedure,"  
31 means those cases where a delay in treatment could be life threatening or cause  
32 a significant increase in morbidity. Examples of emergency procedure cases  
33 include severe GI bleeds with hemodynamic instability, esophageal foreign body  
34 obstructions, and pulmonary foreign bodies.

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~~6. All after hours cases shall be reviewed as requested by the MDU medical director for appropriate use of standby staff.~~

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 MDU medical director, nurse manager, or designee.

9. An MDU qualified team members/nurses 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

ST. CHARLES MEDICAL CENTER - BEND

\_\_\_\_\_  
Alison Hamway  
Labor Relations Representative

\_\_\_\_\_  
Jay Henry  
CEO, St. Charles Medical Center - Bend

Date: \_\_\_\_\_

Date: \_\_\_\_\_



1 c. If the trade is made for the same day or on Friday for the weekend  
2 standby shifts the RN must make the changes on the OR daily standby  
3 assignment list.  
4

5 6. Nurses who have 20 years of continuous employment at St Charles Medical  
6 Center- Bend may request to be exempt from the standby rotation. The exempt status  
7 will be approved by the PACU Manager based on core staffing and unit needs. The  
8 exempt status will not apply to short notice standby and may be rescinded if the core  
9 staffing needs cannot be met.  
10

11 7. Short Notice Standby will be filled with volunteers first and then assigned by  
12 reverse seniority by the number of accumulative short notice shifts. The nurse may  
13 decline once in six months for a total of two per year and cannot use back to back  
14 declines. Credit is given for volunteering into a short notice standby shift of four hours or  
15 greater.  
16

17 8. Open night shifts ~~and weekend day~~ shifts normally covered by scheduled staff  
18 will be covered by short notice standby.  
19

20 9. All non-relief PACU RN's will be assigned holidays by rotation. Holiday's will  
21 be divided into 12 hour shifts and will be covered by standby. Holidays and shifts can  
22 be split and/or traded by mutual agreement. Standby holiday shifts that become open  
23 after the holiday schedule is posted will be assigned using short notice standby.  
24

25 10. Weekend days will be staffed 0700-1930 by two PACU nurses as part of the  
26 regular work week.  
27

28 OREGON NURSES ASSOCIATION ST. CHARLES MEDICAL CENTER - BEND

30 \_\_\_\_\_  
31 Alison Hamway  
32 Labor Relations Representative

30 \_\_\_\_\_  
31 Jay Henry  
32 CEO, St. Charles Medical Center - Bend

33  
34 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**LETTER OF AGREEMENT**  
**LOA 7**  
**SHARED NURSING POOL (SNP) FOR**  
**ST. CHARLES MEDICAL CENTER - BEND, REDMOND, AND PIONEER MEMORIAL**  
**HOSPITAL**

St. Charles ~~Health System Inc., d/b/a St. Charles Medical Center~~ Bend (“Hospital”), Redmond and Pioneer Memorial 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 ~~both St. Charles Medical Center~~ ~~Health System~~ Bend, Redmond and Pioneer Memorial 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.

1           2. Nurses participating in the SNP must be regular (FT / PT) or relief nurses at one  
2 of the Hospitals.

3           3. Nurses must indicate their interest and willingness to participate in the SNP prior  
4 to being assigned in this capacity. Patient Care Support Services in Bend will have forms  
5 for nurses to sign up for SNP assignments.

6  
7           4. Nurses currently in formal unresolved corrective action (written and/or final  
8 written) will not be eligible to participate in the SNP. Nurses can be removed from the SNP  
9 for performance concerns which have been documented through the Corrective Action  
10 process.

11  
12           5. Hours worked in the SNP will be credited to the nurse's primary contract  
13 seniority accrual.

14  
15           6. Nurses will be assigned to shifts in the SNP in the following order provided they  
16 are qualified for the assignment:

- 17  
18                   I. Nurses called off due to low census within the current pay period.  
19                   II. Nurses still in straight time hours. If more than one nurse is eligible  
20                   then by rotation.  
21                   III. Then by equal rotation within the SNP.

22  
23           7. Call Off/Low Census: In event of low census nurses will be called off in the order  
24 of: Agency, [SNP nurses](#), Volunteers, Travelers, ~~[SNP nurses](#)~~, then per contract at each  
25 location.

26  
27           8. The nurse's primary contract shall prevail in all matters NOT addressed in this  
28 LOA.

29  
30           9. Nurses on an SNP assignment shall not be shifted from one campus to another  
31 once they have begun their shift, unless the nurse agrees to be shifted. The nurse may be  
32 asked to float from one unit to another provided they are qualified and can be oriented to  
33 that unit.

34

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

3           11. Nurses on standby will not be eligible to accept an assignment in the SNP that  
4 will conflict with their standby hours.

5  
6           12. The administration of the SNP will be performed by Patient Care Support  
7 Services in Bend.

8  
9           13. This LOA does not circumvent management's right to employ Travelers and  
10 Agency nurses as needed.

11  
12 **Compensation**

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

16  
17           2. Nurses will be paid overtime when they have worked in excess of 40 hours in a  
18 work week or 80 hours in a pay period. All hours worked by the nurse for either location  
19 will be included in this calculation.

20  
21           3. If a nurse calls in, i.e., an unscheduled absence, during the involved pay period,  
22 the SNP premium will not apply.

23  
24           4. If a nurse works one of the six recognized holidays they will receive 1.5 times  
25 their primary base rate plus any applicable shift differential as stated above plus the SNP  
26 premium. The SNP premium will not be subject to the overtime calculation.

27  
28           5. Overtime will be calculated at 1.5 times the nurse's primary contract base rate  
29 plus any applicable shift differential (i.e. evening, night or weekend differentials). The SNP  
30 premium will be added to this wage but will not be subject to the overtime calculation.

31  
32           6. All other contractual premiums will not apply to hours worked in the SNP.



1 OREGON NURSES ASSOCIATION

2

3 \_\_\_\_\_

4 Alison Hamway  
5 Labor Relations Representative

6

7 Date: \_\_\_\_\_

ST CHARLES MEDICAL CENTER - BEND

Jay Henry  
CEO, St. Charles Medical Center - Bend

Date: \_\_\_\_\_



1 hours of their previous shift. This rule is established to help maintain closer equity in  
2 total shared call-off hours between nurses. The 12-hour night shift nurse may be called-  
3 off more frequently, but never for their entire shift, except in the situation described in  
4 the next paragraph.

5  
6 An exception to the above paragraph occurs if a 10-hour split shift nurse is  
7 moved to evening shift due to rotational call-off, and scheduled to return to work the  
8 following morning (either per their regular split shift or due to rotational call-off of the day  
9 shift person). In this circumstance, the 10-hour split shift nurse will take the call-off from  
10 1930-2330. This is to provide for the 10-hour break between shifts as required under  
11 Article 8.5.2 C and to give four hours of call-off to the split shift person so the call-off  
12 counts in the call-off rotation per contract. In this situation the night shift nurse will not  
13 be called off.

14  
15 The Hospital and the Association agree this Letter of Agreement will not set a  
16 precedent.

17  
18 OREGON NURSES ASSOCIATION ST. CHARLES MEDICAL CENTER - BEND

19  
20 \_\_\_\_\_  
21 Alison Hamway  
22 Labor Relations Representative

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21 Jay Henry  
22 CEO, St. Charles Medical Center - Bend

23  
24 Date: \_\_\_\_\_

23  
24 Date: \_\_\_\_\_



1 supervisors/managers/directors, and nurses not employed in direct patient  
2 nursing services. Hospital leadership and Charge Nurses are expected to  
3 huddle/communicate regularly over the needs of the unit, which may include staff  
4 assignments, ADTs, changes in acuity, patient room assignments, and the bed  
5 board as needed to meet patient needs. It is the goal of both Parties to  
6 reduce/minimize redundancy of work in the nursing units.

7  
8 6.) Charge nurses are not required to take a 50% patient assignment for their  
9 shift. A charge nurse will have a patient assignment and/or patient care duties  
10 depending on the circumstances of the nursing unit. This is consistent with  
11 current practice now in various departments across the Bend Hospital and past  
12 practice prior to 2012 contract negotiations. The UPC will continue to have input  
13 on charge nurse contract negotiations. The UPC will continue to have input on  
14 charge nurse assignments and/or patient care duties. This input includes  
15 previous collaborative discussions not in conflict with this settlement or the Labor  
16 Agreement. Nursing hours per patient day targets are not being adjusted, at this  
17 time, based on this change. Departments need to execute staffing that meets  
18 established staffing plans. Staffing is the responsibility of the unit nursing  
19 leadership with input from the charge nurse. Nursing leadership values the  
20 clinical expertise, experience, and leadership of the charge nurse.

21  
22 7.) The ONA and Hospital leadership agree that any dispute about bargaining  
23 unit work will be discussed away from patient care areas, and should be  
24 discussed in a professional and respectful tone by all Parties involved.

25  
26 OREGON NURSES ASSOCIATION

ST. CHARLES MEDICAL CENTER - BEND

27  
28 \_\_\_\_\_  
29 Alison Hamway  
30 Labor Relations Representative

\_\_\_\_\_  
Jay Henry  
CEO, St. Charles Medical Center - Bend

31  
32 Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

4  
5 OREGON NURSES ASSOCIATION ST. CHARLES MEDICAL CENTER - BEND

6  
7 \_\_\_\_\_

8 Alison Hamway Jay Henry  
9 Labor Relations Representative CEO, St. Charles Medical Center - Bend

10  
11 Date: \_\_\_\_\_ Date: \_\_\_\_\_





1 Labor Relations Representative

2

3 Date: \_\_\_\_\_

CEO, St. Charles Medical Center - Bend

Date: \_\_\_\_\_



1 telephone/pager number. The caregiver is required to report to the Hospital within 20  
2 minutes.

3  
4 **Trading Standby:** Caregivers may trade standby, provided the replacement is a  
5 qualified caregiver. The caregiver originally scheduled for the standby must  
6 communicate the change to the supervisor.

7  
8 Relief Nurses: Relief nurses may volunteer for standby.

9  
10 OREGON NURSES ASSOCIATION ST. CHARLES MEDICAL CENTER - BEND

11  
12 \_\_\_\_\_

13 Alison Hamway Jay Henry  
14 Labor Relations Representative CEO, St. Charles Medical Center – Bend

15  
16 Date: \_\_\_\_\_ Date: \_\_\_\_\_

17

1                                   **LETTER OF AGREEMENT**  
2   **LOA 13**  
3                                   **NEONATAL TRANSPORT**

4  
5       St. Charles Healthcare System and the Oregon Nurses Association agree that the  
6 following provisions shall apply to Neonatal Intensive Care Unit (NICU) nurses  
7 performing the duties of transporting neonatal patients.

8  
9           •       Eligible NICU Nurses must meet and maintain the requirements,  
10 competencies and skills established by the Hospital to transport neonatal patients.

11  
12           •       NICU nurses will be designated on the schedule as the assigned qualified  
13 Neonatal Transport Nurse each shift.

14  
15           •       NICU Nurses performing the transport duties will receive an additional  
16 ~~\$50~~\$40 per hour in addition to the nurse's applicable rate of pay for all time spent  
17 transporting a neonate. Partial hours will be pro-rated up to the nearest ¼ hour.

18  
19           •       Transport time is defined as the time the nurse is activated for a transport  
20 until they return to the Bend NICU. Time spent at the Bend NICU after a transport to  
21 finish paperwork will not be eligible for the ~~\$50~~\$40 per hour transport differential.

22  
23           •       The transport differential is not subject to any premium calculations.

24  
25           •       Nurses on the Neonatal Transport Team are considered a specialty team  
26 for Mother and Child Services and will be required to fulfill standby needs for the  
27 Neonatal Transport Team as needed.

28  
29           •       In the event the neonatal transport team is stranded away from the  
30 Hospital due to weather, maintenance issues, pilot unavailability or any other issue  
31 beyond the nurse's control that prevents the return of the nurse to the Hospital, the  
32 nurse will be paid the applicable rate of pay, less the additional ~~\$50~~\$40 per hour  
33 transport fee, during the time the nurse is waiting for aircraft or ground vehicle to return  
34 to service. As soon as the aircraft or ground transport becomes available and the nurse

1 | can resume transport or transit, the ~~\$50~~\$40 per hour transport fee will restart until the  
2 | completion of the transport.

3  
4 | OREGON NURSES ASSOCIATION                      ST. CHARLES MEDICAL CENTER - BEND

5  
6 | \_\_\_\_\_

7 | Alison Hamway    Jay Henry  
8 | Labor Relations Representative                      CEO, St. Charles Medical Center – Bend

9  
10 | Date: \_\_\_\_\_    Date: \_\_\_\_\_

11



1 OREGON NURSES ASSOCIATION

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4 Alison Hamway  
5 Labor Relations Representative

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7 Date: \_\_\_\_\_

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ST. CHARLES MEDICAL CENTER - BEND

\_\_\_\_\_

Jay Henry  
CEO, St. Charles Medical Center – Bend

Date: \_\_\_\_\_





1 **LETTER OF AGREEMENT**

2 **LOA-16**

3 **SECOND POSITION/SANE RN**

4 **EMERGENCY DEPARTMENT**

5  
6 ~~St Charles Medical Center — Bend, dba St Charles Health System, and Oregon~~  
7 ~~Nurses Association agree to the following provisions as they relate to the use of~~  
8 ~~currently positioned RNs at St Charles Medical Center — Bend, in a second position~~  
9 ~~within the Emergency Department solely for the purpose of functioning as a SANE~~  
10 ~~(Sexual Assault Nurse Examiner) RN.~~

11  
12 ~~In an attempt to provide 24/7 availability of a SANE RN in the Central Oregon~~  
13 ~~Region, the Bend Emergency Department will create RN positions where SANE~~  
14 ~~certified nurses, who hold positions elsewhere in the Hospital, will be available to~~  
15 ~~perform SANE exams. Nurses in these positions will make themselves available for a~~  
16 ~~minimum of 48 hours of standby for open shifts in a four week schedule period.~~

17  
18 ~~If, while they are on standby, a patient presents needing a SANE exam, the RN~~  
19 ~~will be notified to report to duty within 60 minutes to perform the needed exam. Standby~~  
20 ~~and call-back pay will be reimbursed at time and three quarters for call-back.~~

21  
22 ~~Nurses filling these positions will not be subject to Article 7.11 Relief Nurse~~  
23 ~~Requirements. Additionally, nurses filling this position and holding a benefited position~~  
24 ~~within the Hospital will not be eligible for relief differential while working in this position.~~

25  
26 ~~Nurses whose home hours are on units other than ED will not be permitted to~~  
27 ~~schedule standby SANE RN shifts that conflict with hours worked in other units.~~

28  
29 ~~OREGON NURSES ASSOCIATION — ST. CHARLES MEDICAL CENTER — BEND~~

30  
31 \_\_\_\_\_  
32 ~~Alison Hamway — Jay Henry~~  
33 ~~Labor Relations Representative — CEO, St. Charles Medical Center — Bend~~

34  
35 ~~Date: \_\_\_\_\_ Date: \_\_\_\_\_~~





1 This should equate to approximately one holiday every three years. This can vary based  
2 on the total number of full time and part time nurses.

3

4 **Relief Nurses**

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

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

7

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

12

13 OREGON NURSES ASSOCIATION                      ST. CHARLES MEDICAL CENTER - BEND

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15 \_\_\_\_\_

16 Alison Hamway  
17 Labor Relations Representative

18 Date: \_\_\_\_\_

15 \_\_\_\_\_

Jay Henry  
CEO, St. Charles Medical Center – Bend

Date: \_\_\_\_\_



1 meeting goals.

2  
3 2. At 90 days, the nurse's performance will be formally re-evaluated. If  
4 the nurse's performance has met expectations, the applicable step increase will  
5 be implemented without retroactivity.

6  
7 3. If the nurse's performance has not improved after the initial 90 day  
8 delay, the step increase will continue to be withheld. The nurse will continue in a  
9 performance improvement plan, and will continue to meet with the manager at  
10 120, 150, and 180 days. If the nurse meets expectations at the end of that  
11 period, the applicable step increase will be implemented without retroactivity.

12  
13 4. If the nurse still doesn't meet performance expectations they will not be  
14 eligible for a step increase until their next annual review. Their performance will  
15 be evaluated at their next anniversary date and if, based on the compensation  
16 progression schedule, they are not due for a step increase they may be eligible  
17 at that time for the missed step increase without retroactivity.

18  
19 5. This is an alternative that may be used in the corrective action process.  
20 Nothing prevents management from continuing further disciplinary action in  
21 accordance with the corrective action process.

22  
23 OREGON NURSES ASSOCIATION

ST. CHARLES MEDICAL CENTER - BEND

24  
25 \_\_\_\_\_  
26 Alison Hamway  
27 Labor Relations Representative

\_\_\_\_\_  
Jay Henry  
CEO, St. Charles Medical Center - Bend

28  
29 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**LETTER OF AGREEMENT**  
**LOA 20**  
**SECOND EYE TEAM OR NURSE**

St. Charles Health System – Bend and the Oregon Nurses 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. Travel time will be as per the normal standby agreement.

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	ST. CHARLES MEDICAL CENTER - BEND
Alison Hamway Labor Relations Representative	Jay Henry CEO, St. Charles Medical Center - Bend
Date: _____	Date: _____

1 **LETTER OF AGREEMENT**

2 **LOA-21**

3 **ORTHO/NEURO AND SURGICAL SPECIALTY CHARGE NURSES**

4  
5 The Oregon Nurses Association and St. Charles Medical Center — Bend agree as  
6 follows:

7  
8 Article 8.9.2, Night Shift Exceptions, is revised by inserting the following at the  
9 end of the provision:

10  
11 Charge nurses who are scheduled to work from 1800 to 0630, 1830 to 0700 on  
12 either the Ortho/Neuro unit or Surgical Specialty unit will receive night shift differential  
13 for the entire shift worked.

14  
15 OREGON NURSES ASSOCIATION — ST. CHARLES MEDICAL CENTER — BEND

16  
17 \_\_\_\_\_  
18 Alison Hamway \_\_\_\_\_ Jay Henry  
19 Labor Relations Representative \_\_\_\_\_ CEO, St. Charles Medical Center — Bend

20  
21 Date: \_\_\_\_\_ Date: \_\_\_\_\_





1 hours, for an average of three weekday evenings or night shifts/month, 12-24 hours,  
2 based on core staffing needs being met.

3  
4 ~~5. "Team B" caregivers will generally be scheduled for standby Monday-Friday~~  
5 ~~during the evening hours, when scheduled staff are present, for an average of three~~  
6 ~~weekday evenings/month, 12 hours, based on core staffing needs being met. They will~~  
7 ~~be serving in a back-up role for that scheduled staff and to provide coverage as the~~  
8 ~~surgical volume is decreasing.~~

9 ~~65. On the weekends Saturdays and Sundays, the 1<sup>st</sup> call team and 2<sup>nd</sup> call team~~  
10 ~~will "Team A" will continue to provide standby coverage on an eight hour rotation basis,~~  
11 ~~as they have been as defined in the Operating Room Standby Guidelines. "Team B" will~~  
12 ~~provide back-up coverage, as a second Primary Response Team 2300-0700 on Friday~~  
13 ~~nights and 1900-0700 on Saturdays and Sundays. RNs who are scheduled to work~~  
14 ~~every other weekend are exempt from weekend standby. All RNs will rotate through the~~  
15 ~~call rotation equally based on scheduled call hours and department needs.~~

16  
17 ~~7. "Team A" members would be on standby approximately every 6-8 weeks, with~~  
18 ~~32 hours of standby on those weekends, provided core staffing needs are met. "Team~~  
19 ~~A" standby would total 42-50 hours/month.~~

20  
21 ~~8. "Team B" members would be on standby approximately every 6-8 weeks, with~~  
22 ~~32 hours of standby on those weekends, provided core staffing needs are met. "Team~~  
23 ~~B" standby would total approximately 44 hours in the months when they have standby,~~  
24 ~~42 hours in the month without any weekend standby.~~

25  
26 ~~96. Only weekend RNs Full-time and part-time RN's who work 12 hour day shifts,~~  
27 ~~0700-1930, will rotate through weekends (Saturday and Sunday) every other weekend.~~  
28 ~~Provided positions are filled, this will average one weekend every six weeks.~~

29  
30 ~~107. All full-time and part-time RN's will rotate standby on Hospital-designated~~  
31 ~~holidays, approximately one holiday and one holiday weekend per year. For those RN's~~  
32 ~~who have not previously had a standby obligation, this will become effective 1/1/09.~~  
33 ~~"Team A" holiday standby scheduling will continue as it has been. "Team B" will have~~  
34 ~~two caregivers on standby from 0700-1900 and two caregivers on standby from 1900-~~

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1 | ~~0700 on the holidays and two caregivers on standby from 1900-0700 on holiday~~  
2 | ~~weekends, as on any other weekend.~~

4 | 418. Caregivers may trade or give away standby, as long as the following criteria  
5 | are met:

- 7 | a. Caregivers must trade within their area of expertise.
- 8 | b. Caregivers must trade with an equivalent skill, i.e., circulator or scrub.

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

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

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

21 | ~~43. When staffing levels permit, nurses may request to be exempt from the~~  
22 | ~~standby rotation or to move from "Team A" to "Team B" on a seniority basis. Exemption~~  
23 | ~~from standby will be approved by the OR Manager based on core staffing and patient~~  
24 | ~~care needs. Exemption from standby may be rescinded if core staffing needs cannot be~~  
25 | ~~met.~~

27 | 4410. Nurses who have twenty (20) years of continuous employment as a  
28 | regular full or part-time nurse at St. Charles Health System Bend may request to be  
29 | exempt from the standby rotation. The exempt status will be approved by the OR  
30 | Manager based on core staffing and unit needs. The exempt status will not apply to  
31 | short notice standby and may be rescinded if the core staffing needs cannot be  
32 | met. ~~This letter of agreement supersedes all prior LOAs on mandatory standby in the~~  
33 | ~~OR.~~

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1 OREGON NURSES ASSOCIATION

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3 \_\_\_\_\_

4 Alison Hamway  
5 Labor Relations Representative

6

7 Date: \_\_\_\_\_

ST. CHARLES MEDICAL CENTER - BEND

\_\_\_\_\_

Jay Henry  
CEO, St. Charles Medical Center - Bend

Date: \_\_\_\_\_



1 illness or accident. For chronic conditions, the nurse is required to satisfy the  
2 three-day waiting period only once during a calendar year.

3  
4 **Relief Nurse** Relief nurses who have available EIB hours are considered  
5 to have satisfied this requirement on the first day of hospitalization, in the event  
6 of surgery or, at the discretion of the Hospital, in cases of other verified extended  
7 illness. When a relief nurse qualifies for use of EIB, the amount of time to be paid  
8 will be based on the nurse's average daily hours calculated according to the  
9 average number of hours worked per pay period during the prior seven pay  
10 periods.

11  
12 **Use During ETO** If a nurse becomes ill during a period of previously scheduled  
13 ETO, the nurse may switch to benefits available under EIB on the fourth consecutive  
14 day or after 24 hours of the illness for the duration of the illness.

15  
16 **With Workers' Compensation and Disability** Because workers'  
17 compensation benefits are not subject to withholding taxes, and are intended  
18 under state law to replace net pay, EIB is not used to supplement workers'  
19 compensation benefits. If a nurse is receiving disability benefits, the nurse should  
20 check the plan coverage and requirements before using EIB, to ensure that the  
21 EIB benefit does not reduce the nurse's disability benefits.

22  
23 **Accrual Rate/Maximum Accrual** For nurses remaining in the EIB  
24 program, EIB will accrue at the rate of .0192 per hour. EIB maximum accrual for  
25 nurses remaining in the EIB program is 1,040 hours or 130 days.

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

28  
29 **Relief RN** When a regular nurse transfers to a relief position, accrued but  
30 unused EIB hours can be used in accordance with the provisions of this letter.

31  
32 **Upon Retirement** When a nurse will retire due to physical disability, the  
33 disabled nurse can use the time remaining in their EIB balance before retirement.

34

1 OREGON NURSES ASSOCIATION

2

3 \_\_\_\_\_

4 Alison Hamway  
5 Labor Relations Representative

6

7 Date: \_\_\_\_\_

ST. CHARLES MEDICAL CENTER - BEND

\_\_\_\_\_  
Jay Henry  
CEO, St. Charles Medical Center - Bend

Date: \_\_\_\_\_

1 **CONTRACT RECEIPT FORM**

2 *(Please fill out neatly and completely.)*

3 Return to Oregon Nurses Association,

4 18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498

5 or by Fax 503-293-0013. Thank you.

6  
7 Your Name: \_\_\_\_\_

8  
9 *I certify that I have received a copy of the ONA Collective Bargaining Agreement with*  
10 *St. Charles Medical Center Bend, July 1, 2012 through June 30, 2015.*

11  
12 Signature: \_\_\_\_\_

13  
14 Today's Date: \_\_\_\_\_

15  
16 Your Mailing Address \_\_\_\_\_

17 \_\_\_\_\_

18 \_\_\_\_\_

19  
20 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

21  
22 Email: \_\_\_\_\_ Unit: \_\_\_\_\_

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24 Shift: \_\_\_\_\_