

AGREEMENT

BY AND BETWEEN

OREGON NURSES ASSOCIATION

AND

ROGUE REGIONAL MEDICAL CENTER

July 1, 2014 through June 30, 2017

Note: This contract is effective the first full pay period starting after ratification. All wage and benefit increases are effective the first full pay period of the month referenced.

This Contract is dedicated to Federal Mediator Connie Weimer

Connie Weimer has, in prior RPMC – ONA negotiations, invested her considerable intellect, energy, and communication and interpersonal skills to help the parties reach final labor contract agreements. Her work has been outstanding, and both Hospital and ONA negotiating teams recognize the debt of gratitude owed her. In 2014, we were not able to call on Connie for help due to her retirement, but she was with us all in spirit during negotiations.

Connie, we missed you in 2014 but want to dedicate our work in negotiations and this contract to you.

The above dedication is a collaborative recognition from all the negotiation team participants.

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PREAMBLE

THIS EMPLOYMENT AGREEMENT is made by and between ROGUE REGIONAL MEDICAL CENTER (RRMC), hereinafter the "Hospital," "RRMC," and/or "Facility," and the OREGON NURSES ASSOCIATION (ONA), hereinafter the "Association" and/or the "ONA." This Agreement will be effective July 1, 2014, except as otherwise indicated.

For, and in consideration of, the mutual covenants and undertakings herein contained, Hospital and Association do hereby agree as follows:

ARTICLE 1 - RECOGNITION AND DEFINITIONS

1.1 Recognition. RRMC recognizes the Association as the exclusive bargaining representative with respect to the rates of pay, hours of pay, hours of work and working conditions. The bargaining unit is composed of all registered nurses employed by RRMC who are providing direct patient care duties in the Hospital, including charge nurses and staff RNs who also have educational responsibilities, or Services, excluding supervisors, and educator RNs while working solely in an educator code.

1.2 Definitions.

A. Nurse: A registered professional nurse currently licensed to practice professional nursing in Oregon.

B. New Hire/Probationary Nurse: A nurse will be on probationary status for six months from the date of hire as a nurse. The purpose of the probationary period is for the Hospital to determine if the employee can satisfy the Hospital's performance expectations in all areas of skill, knowledge, work ethic and all other aspects of quality patient care. The probationary period of a nurse may be extended by the Association, the nurse and the Hospital up to sixty (60) days.

C. Short-hour Nurse: (Code 3 nurse):

The following designations define a Code 3 employee:

- **Temporary (Code 3T)** – A nurse working as an interim replacement or on a temporary work schedule.

- On-call (Code 3O) – A nurse assigned on a reoccurring basis as needed, with no fixed schedule.
- Bid (Code 3B) – A nurse who has successfully bid one or more positions with regularly scheduled hours between .1 and .5 FTE per pay period.
- RetuRN (Code 3G) – A nurse with twenty (20) years experience as an RN who works as an on call RN with a lower quarterly work hours requirement (experimental pilot program).

Code 3 RNs will sign up with the individual unit schedulers or the Staffing office to cover Code 1 and 2 RNs' pre-planned ETO/EST requests or other pre-planned absences such as jury duty, FMLA leave, educational leave, etc., as well as urgent unexpected staffing needs. Code 3 RNs' availability is to the Hospital. It is acceptable for regular staff RNs to request that a Code 3 RN work for them, to cover for shifts where the regular status RN has been denied ETO or educational leave due to staffing issues, pursuant to Article 9.7.O procedures.

Code 3 RNs will work in direct patient care a minimum of 96 hours each calendar quarter, on shifts designed by Hospital schedulers subject to Clinical Managers' discretion to decide on some lower minimum hours requirement (as measured over two (2) consecutive calendar quarters), and also subject to special Hospital programs such as the RetuRN Program. The Hospital also may modify this requirement in individual circumstances, for example, when an RN meets competency requirements in other ways than RRMCM work, or when the RN is eligible for full social security benefits only if he or she works fewer hours. The goal is to assure Code 3 RNs have core competencies, not to enforce a rigid ninety-six (96) hour per quarter work requirement in all situations. This will include at least one weekend shift per four week period and one major Hospital holiday a year as defined in Article 10.1 of the Agreement. Each Code 3 RN will be assigned a primary nursing unit on which the RN will normally be scheduled.

Code 3B RNs will be scheduled time off per ETO-type approval process.

D. Clinical Resource Nurse: An RN required to float to a work unit where he or she is not adequately educated or oriented.

E. Regular Status Nurse: A nurse who is hired into one of the following:

(1) Full-time Nurse (Code 1 nurse): Any nurse hired to work forty (40) hours every workweek or eighty (80) hours per fourteen (14) day pay period on a regularly scheduled basis. A nurse regularly scheduled to work three (3) twelve (12) hour shifts in a workweek or seventy-two (72) hours per fourteen (14) day pay period will also be regarded as full-time.

An RN will be considered full-time Code 1 if he/she successfully bids one or more positions with regularly scheduled hours which total at least 0.9 FTE (72-hours) per pay period.

This applies even if one position is non-bargaining unit, for example, educators (539 Codes).

(2) Part-time Nurse (Code 2 nurse): Any nurse hired to work twenty (20) or more hours every workweek or forty (40) hours per fourteen (14) day pay period on a regularly scheduled basis.

An RN will be considered part-time (Code 2) if he/she successfully bids one or more positions with regularly scheduled hours which total at least 0.5, but less than 0.9 FTE (forty (40) to seventy-one (71) hours) per pay period.

This applies even if one position is non-bargaining unit, for example, educator.

(3) Variable Days Coverage Nurse: A Code 1 or Code 2 nurse who has bid into a variable pattern of days schedule on a specific unit and shift. Such positions will be limited to the number needed to cover

predicted absences on the unit. Such positions will not be used to permanently replace core staff.

(4) **Voluntary Hours Reduction:** RRMC will consider converting 1.0 positions into lesser hour component positions to accommodate an incumbent RN's desire for lesser hours. A committee of one Association appointed representative and one Hospital-appointed representative will facilitate consideration of such transitions and propose creative solutions if the RN and his/her clinical manager cannot agree. This procedure will not be subject to the grievance and arbitration process.

F. **The workweek:** The workweek begins as of 7:00 a.m. on Sunday of each week. A nurse and RRMC management may agree to a different seven (7) day period.

G. **The workday:** The workday will be defined as the twenty-four (24) hour period commencing with the time the nurse first reports for work.

H. **Hourly rate:** Base pay plus all differentials.

I. **Operating Room Team Leader:** An Operating Room (OR) nurse, assigned by the OR clinical manager, who coordinates the surgical activities for one of the following specialty surgical areas, including but not limited to: ENT/Plastics, Neurology/Podiatry, Orthopedics, Cardio-thoracic, Urology/GYN, and General-Vascular. OR team leaders do not carry twenty-four (24) hour responsibility.

J. **Continuous/Service Employment:** All nurses in the bargaining unit will be considered continuously employed from the most recent date of hire as a nurse in the bargaining unit.

K. **Charge nurse:** A bargaining unit nurse designated or appointed to assist the clinical manager in the operation of a nursing unit, but who does not carry 24-

hour responsibility for the unit in the absence of the clinical manager.

An RN will not be regularly assigned charge nurse duties or continue in charge nurse status involuntarily, unless no other qualified RN is available or willing to perform such duties. RPMC retains the sole right to select charge nurses. Once selected, a nurse will not be removed from a charge nurse position without advance notice of, and opportunity to correct, perceived performance failings. Charge nurses will be removed from such positions for failure to meet the charge nurse job requirements only, but such removal will not itself be considered discipline.

L. Organized nursing unit: As designated by RPMC, will have a clinical manager or charge nurse on each shift, except where the Hospital determines such staffing is not required.

M. Compensable hours: All hours for which the nurse is paid by the Hospital excluding standby hours not worked only.

N. Seniority: Seniority is the total length of continuous service/employment of any nurse, from his/her date of hire as a nurse in the bargaining unit, as measured by hours compensated and months worked.

Guidelines are as follows:

1. Each nursing unit will have an updated seniority list for the nurses in that established unit every six (6) months, which is to be kept in a convenient location for nurses in the unit to refer to.
2. Seniority is based on total months of service for all bargaining unit nurses employed at RPMC/Facility. Bargaining unit seniority, not Facility or departmental seniority, will be used in all instances where seniority is applicable under this Agreement (except if this Agreement specifically provides to the contrary).

3. Eighty-six (86) compensated hours equals one month's seniority accrual. This figure is established in recognition of a part-time (Code 2) minimum regular work schedule. Additional compensated time such as scheduling, education, and overtime will count for seniority accrual purposes.
4. Non-Worker's Compensation leaves of absence of up to twelve (12) weeks will count towards hours worked.
5. Worker's Compensation and military leaves will count towards seniority in accordance with law.
6. A nurse will accrue no more than twelve (12) months' seniority per calendar year.

A printout of nurse seniority will be placed in Human Resources and the staffing office. These lists will be updated annually by July 1. Absent protest by September 1, the list will be considered final and accurate.

O. Domestic Partner: A nurse who satisfies the Oregon statutory requirements, as they exist as of May 2008, for domestic partner status specifically:

1. Both domestic partners are at least eighteen (18) years of age and the same sex.
2. Both domestic partners are each other's sole domestic partner.
3. Neither domestic partner has a current spouse or other domestic partner.
4. The domestic partners are not related by blood closer than would bar marriage in the State of Oregon.

If Oregon law changes to a more expansive definition of domestic partner, such definition will automatically apply under this Agreement. If Oregon law is repealed or invalidated, or changes to a more restrictive definition, this Agreement's definition will still apply, with the Hospital retaining the right to require an affidavit of qualifications, in a standard form.

P. Preceptor/Mentor: An RN who agrees and is assigned by management to assist new graduate nurses; or to provide orientation to an RN new hire or to RN transferees to a unit; or to mentor student nurses in a recognized integrative practicum. Where possible preceptors/mentors will be assigned a reduced patient load.

Q. Care Partner Nurse. A nurse who is a regular staff member on the unit who is able to demonstrate clinical competency for a specific patient population. The Care Partner Nurse will make him/herself available to the CRN or Float nurse throughout the shift to assist with patient care and/or answer questions as needed.

R. Hospice Case Manager: The Case Manager is a bargaining unit nurse that is designated as the coordinator of the plan of care. The Case Manager is a core member of the Interdisciplinary Group (IDG), develops the plan of care, coordinates with other disciplines and members of the IDG, implements interventions, and evaluates the patient/family outcomes.

ARTICLE 2 - NONDISCRIMINATION

2.1 Nondiscrimination Generally. In accordance with state or federal law, RRMC and the Association will not discriminate against nurses because of race, religion, color, sex, age, national origin, marital status or physical or mental disability as defined by law. An RNs personal lifestyle choices, which have no work related consequences, are not grounds for Hospital decisions relating to employment, and RRMC will not discriminate against RNs on the basis of such choices.

2.2 Disability and Reasonable Accommodation. It is recognized that the Association and RPMC are each obligated to comply with the Americans With Disabilities Act, and to provide the protections granted in that Act to disabled employees. The employer, the Association, and affected RNs will jointly discuss reasonable accommodation and/or disability discrimination issue and attempt to resolve them amicably, whenever contractual provisions are involved in a particular situation. Whenever an RN's medical condition or medical fitness to work is in question for any purpose under this Agreement, RPMC may request an independent medical examination at its own expense.

ARTICLE 3 - ASSOCIATION

3.1 Association Membership Generally. RPMC recognizes the right of any nurse to become a member of the Association and will not discourage, discriminate or in any way interfere with the right of any nurse to become and remain a member of the Association. The Association recognizes the right of any nurse to refrain from becoming a member of the Association as provided hereunder, and the Association will not discriminate on account of the exercise of such right.

3.2 Association Membership or Fair Share Payments. Nurses who, as of June 30, 1999, are members of the Association and those paying a "fair share" fee to the Association in lieu of dues will continue to do so as a condition of employment. Nurses hired on or after July 1, 1999, will join the Association or pay a "fair share" to the Association in lieu of dues as a condition of employment.

Nurses who as of June 30, 1999, are not members of the Association or who do not pay a "fair share" fee to the Association in lieu of dues will not be required to join or pay a "fair share" fee; however, those nurses who do join or elect to pay a "fair share" fee to the Association in lieu of dues will thereafter maintain that status as a condition of employment.

Notification to New Hire Employees.

New Hire RNs will acknowledge in writing the receipt of information regarding Association membership options, and designate their choice in writing no later than the

31st day after the date of hire. The Association, upon request, may inspect such documents. Hospital officials will provide information to new hires and applicants about Association membership options in a neutral manner, without attempting to influence a nurse's choice. Hospital officials shall explain in writing and have the new hire nurses sign a statement of agreement/acknowledgement of their obligation to fulfill and maintain one of the options presented them as a condition of employment at RRMCMC. One copy of this statement shall be placed in the personnel file of the nurse and a copy sent to the Association.

Termination Clause.

If a nurse required to maintain Association membership or fair share payments is in non-compliance, the Association will notify the nurse in writing that he/she is delinquent in the satisfaction of his/her obligations and provide a copy of this notice to the Hospital. The Association will allow the delinquent nurse thirty (30) calendar days to come into compliance. If the nurse remains delinquent, termination from employment by the Hospital will occur within seven (7) calendar days.

3.3 Charitable Payments in Lieu of Membership/Fair Share. A nurse who is a member of and adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting a labor organization, or an RN who does not desire to join or pay fair share for personal reasons, will not be required to join or financially support the Association, but will in lieu of such financial support pay sums equal to "fair share" dues to Rogue Regional Health Foundation or to the Children's Miracle Network, and will provide the Association with proof of payment on request. Funds collected by the Rogue Regional Health Foundation as a "fair share" payment will be used to establish an educational fund for Registered Nurses employed by Rogue Regional Medical Center. In the event this class of exemption will at any time be interpreted by any court or government agency of competent jurisdiction, such interpretation will be controlling in the application of this exemption.

3.4 Collection. RPMC will deduct Association membership dues, "fair share" dues, Foundation contributions, or Children's Miracle Network contributions from the wages of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization.

New hire RNs who elect such automatic deductions will have appropriate deductions made beginning the first pay period of the month following the first full month of employment, and continuing thereafter. The Association will inform the Hospital each year of the amount of monthly dues and fair share contributions. The Hospital will remit the aggregate deduction monthly, together with an itemized statement of all RNs and all deductions, to the Association and to the RPMC Association chair.

3.5 Information to the Association. The Hospital will provide the unit chairperson written notice within fourteen (14) calendar days of the nurse's first day on the job, specifying: name, unit of initial assignment, shift assignment, address, and telephone numbers. Within thirty (30) days after the execution date of this Agreement, RPMC will provide the bargaining unit membership chairperson with a master list of covered nurses showing the nurse's name, address and date of continuous employment.

RPMC will provide an updated quarterly list, to the bargaining unit chairperson, the bargaining unit membership chairperson, and to the Association, of all bargaining unit RNs, which indicates his/her current unit and shift, address, and telephone numbers. This list will also indicate new hires, retirees, voluntary resignations, terminations and code changes of RNs subsequent to the prior list. The list will be delivered during the first weeks of October, January, April and July of each year.

A nurse must notify the Association Membership Coordinator, in writing, of a desire to change membership options at the following address:

Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, OR 97062
Attn: Membership Coordinator

If the bargaining unit nurse has elected a payroll deduction option, the Association will notify the Hospital of the change to begin deducting the proper amount for changed membership options.

3.6 Association Meetings at the Hospital. The Association may hold bargaining unit meetings in the Facility to deal with matters related to the administration of this Agreement by scheduling such meetings with the appropriate scheduling office at mutually agreeable times and places. The Association will give RPMC reasonable advance notice of scheduled Association meetings at the Facility. Normally such meetings will not be conducted in nursing unit lunch rooms or break rooms.

Effective May 28, 2008, the Association may place easels with signs indicating the location of ONA meetings and activities at the Hospital, at the Hospital entry points and at meeting locations.

3.7 Association Bulletin Boards. The Hospital will provide a 20x20 inch, visible and accessible Association Bulletin Board: (1) in each unit break room and/or common area as mutually agreed between the Vice President for Nursing or designee and the unit representative chairperson; (2) inside third floor nursing complex; (3) in the employee cafeteria (36x36 inch). Posted Association communications will be confined to Association Bulletin Boards only, and only Association postings will be put on these boards.

3.8 Association and PNCC Mailbox. RPMC will place a lockable mailbox affixed to the wall in the employee cafeteria, for Association correspondence and PNCC communications. (Keys to be provided to the Association chairperson.)

3.9 Association New Hire Orientation. The Association membership representative will meet with newly hired RNs during weekly orientation at a mutually agreed day and time. RPMC will announce that an Association representative will be available during the paid orientation for fifteen (15) minutes to address the RNs and to respond to questions about the Association and that RN attendance is required. The Association representative(s) will not be paid for time spent in the Association's

informational meeting. New hire RNs will be paid for fifteen (15) minutes. RRMC will provide the Association membership representative advance notice if there is no new hire RN at a particular orientation session. In addition, RRMC will place an Association prepared information sheet in the new hire information package it hands out to new hire bargaining unit RNs prior to each orientation.

3.10 New Non-Bargaining Position Postings Requiring RN License. RRMC will provide the Association with written notice of new non-bargaining unit position job titles or codes, and the new job description, for which an RN license is required. Such notice will be given at least fourteen (14) days before the new position is posted.

ARTICLE 4 - NEGOTIATIONS/CONTRACT TERM AND RETAINED RIGHTS

4.1 Retained Rights. RRMC retains all of the rights, powers and authorities exercised or had by it prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement.

It is agreed that the operation of the Hospital and the direction of the nurses, including the making and enforcing of rules to assure orderly, safe and efficient operation; the right to hire, to transfer, to promote, to demote; to establish, discontinue or modify either non-contractual past practices or work rules (after full negotiations with the Association on changes in mandatory subjects); to set work schedules and staffing levels (not including changes in overtime status under Article 6.4); and to lay off for lack of work are rights vested exclusively to RRMC and are subject to its sole discretion except as abridged by this Agreement. The above listing is not all-inclusive but indicates the types of matters which belong to or are inherent to management.

Such "full negotiations" on mandatory subjects shall occur for a maximum of thirty (30) calendar days from the first meeting of the parties, after which the Hospital will be entitled to implement the change in question as it may be modified after such negotiations.

The grievance procedure, Article 17, is available for the Association to challenge any RPMC policy. The Association may challenge any such policy in arbitration through Article 18 as being in violation of the contract, as being unfairly, inconsistently, or improperly applied, or for other valid reason as determined by the arbitrator, but will not challenge in arbitration any RPMC policy on the sole grounds that different content is preferred.

RPMC will be required to notify a nurse of the need to timely renew his or her license at least thirty (30) days prior to the license expiration date (as documented on the license). Nurses that receive such notification will be required to apply to renew their RN license within seven (7) calendar days in advance of the license expiration date. RPMC may discipline a nurse that receives notification from RPMC to renew, but fails to meet this timeline, under the following circumstances. Discipline will be appropriate only when RPMC's inability to verify that a license is "active" requires it to remove a nurse from a scheduled shift(s). RPMC may remove a nurse from a scheduled shift(s) if it is unable to verify a nurse's license is "active" prior to the start of the shift(s). Prior to disciplining such a nurse, RPMC will consider all mitigating factors to determine whether discipline is appropriate and the level of discipline that may be appropriate. Nurses who timely renew their licenses under this section will not be subject to discipline and will be allowed to work even if their license is "active pending." Such nurses will be required to notify their managers once their status changes (for example, changing from "active pending" to "active").

4.2 Entire Agreement. This Agreement constitutes the entire Agreement and understanding arrived at by the parties after negotiations. During said negotiations which resulted in this Agreement, the Association and RPMC had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining.

The final resolution of pay practice disputes under the 2002-2005 contract will continue during this renewal contract.

4.3 Substance Abuse Policy. RPMC will not develop, modify, or implement a substance abuse policy that violates the terms and conditions of the contract. The Association will meet with RPMC administrative officials to determine mutually agreeable amendments to the current policy, subject to the procedure outlined in Article 4.1 hereof. The policy and any changes thereto will be applicable to all RPMC employees.

ARTICLE 5 - AMICABLE RELATIONS DURING CONTRACT TERM

In view of the importance of the operation of the Hospital facility to the health and welfare of the community, RPMC and the Association agree that there will be no picketing, strikes, or other interruptions of work by the Association or nurses either department-wide or RPMC-wide during the term of this Agreement. There will be no lockouts by RPMC during the term of this Agreement.

ARTICLE 6 - HOURS OF WORK

6.1 Weekend Schedules. Nurses will be granted at least every other weekend off. This requirement may be waived on the request of an individual nurse and with the agreement of the nurse's supervisor. Such request for waiver will be in writing and will indicate the time period in which such waiver will be in effect. RPMC will furnish a copy of such written waiver to the nurse representative designated by the Association for such purpose. A nurse who works on a non-scheduled weekend at the request of management will be paid at one and one-half (1-½) times the nurse's base rate of pay for all weekend hours worked. Code 3 RNs will also be eligible for consecutive weekend premiums. This premium rate will not apply to nurses whose weekend work results from a waiver or from a schedule change requested by a nurse who has traded a scheduled weekend with another nurse.

6.2 Meal Break. Each shift worked by a nurse will include one one-half hour meal break on the nurse's own time at a site away from the nurse's work unit if the nurse prefers. The meal break will be as near as practically possible to the middle of the shift. If an RN misses a meal period, that time (thirty (30) minutes) will be paid as worked hours.

- Any RN who is scheduled to work and works six (6) hours or more and misses his/her meal break will be paid double time for the missed meal break.

6.3 Rest Breaks. RNs working eight or ten hour shifts will receive two 15-minute breaks, during which they will be relieved of all duties. RNs working twelve (12) hour shifts will receive three (3) fifteen (15) minute breaks. Breaks will be taken each four hours whenever possible. Breaks may be combined (for example, a second and third break for a twelve (12) hour RN taken together for a thirty (30) minute break) by agreement of the charge nurse or clinical manager and the nurse, in light of unit preferences and patient care needs. In addition, breaks may be pre-scheduled using a sign-up sheet whenever possible. If scheduled breaks need to be adjusted due to patient care requirements, every effort will be made to facilitate breaks later in the shift. It is understood that this is a dynamic procedure requiring the best efforts of all unit staff.

If an RN misses a break period, he/she will be paid the regular hourly wage for an additional one-fourth (1/4) of an hour for the missed break period.

A nurse who misses a meal or rest break will accurately record this fact on the daily roster or time cards. Monitoring and documentation of missed meal and break periods will continue as per the 2007-2008 practice. It is understood that a missed break or meal period due to patient care requirements is not a basis for disciplinary action. Nurse managers will encourage RNs to report missed breaks or meals, and will support them in all such reports. There will be no public or publicized criticism of individual RNs for missing their meals/breaks or reporting such. The goal is to work collaboratively to find a way to solve the problem of missed breaks or meals, not necessarily to allocate blame for the problem. The RN and charge nurse will communicate proactively and appropriately regarding coverage for breaks and meals. The RN retains personal responsibility to take breaks and meals when offered and reasonable as long as patient care is not compromised.

Nursing mothers who return to work post-maternity leave and who are breastfeeding will be entitled to extra time up to ten (10) minutes per fifteen (15) minute break. A flexible

break schedule will be provided to the breastfeeding mother for the duration of breastfeeding.

A Kaizen Event will occur as soon as possible after contract ratification to explore solutions to the problem of missed breaks and/or meals on nursing units, with the Hospital recognizing that such solutions may require financial support.

6.4 Overtime Compensation Generally. Overtime compensation will be paid at one and one-half times the nurse's regular rate of pay as defined under the Federal Fair Labor Standards Act. Overtime will be paid under the following conditions:

8 & 80 rule -- overtime will be paid for those hours worked in excess of eighty (80) hours per pay period and/or in excess of eight (8) hours in any work day.

40 hour extended rule -- for nurses who routinely work more than eight (8) hours per day overtime will be paid for hours worked in excess of forty (40) hours per seven (7) day work week and any additional hours worked in excess of the nurse's scheduled ten (10) or twelve (12) hour shift.

40 hour rule-- RNs will receive overtime pay for hours over forty (40) in a workweek only, regardless of hours worked on a particular shift.

By mutual agreement between RRMC and the individual nurse involved, the parties may agree to some shift other than eight (8) hours in a pay period of forty (40) hours which also alters the above overtime provisions. Any such agreement will be reduced to writing and signed by both the nurse and RRMC. The written agreement between RRMC and the nurse concerning an alternative shift other than eight (8) hours will also confirm any impact of such alternative schedule on differentials or eligibility for fringe benefits. Within thirty (30) days of execution, RRMC will forward a copy of the agreement to the Association.

6.5 Continuous Days of Work Overtime. A nurse who works more than five (5) consecutive full shifts (12-hour scheduled RNs) or six (6) consecutive full shifts (eight (8) or ten (10) hour scheduled RNs) without a day off will be compensated at the

overtime rate for each day worked or portion thereof worked after such fifth (5th) or sixth (6th) consecutive shift until granted a day off. This Section can be waived by using the procedure in Article 6.1. Time scheduled but not worked on standby does not count as time worked under this Article. Staff requested/voluntary in-service or paid educational days off (outside the Hospital) will not count as consecutive days of work regardless of length. When this consecutive day overtime is operative, it will no longer apply after the date of a day off offered to the RN by the Hospital.

A full shift, for purposes of this Section, shall be the number of hours a nurse is normally scheduled to work. If a nurse is normally scheduled to work shifts of varying lengths, a full shift will be the length of the shortest scheduled shift (minimum eight (8) hours). Schedulers/staffing/Charge RNs will be instructed to ask an RN if a particular extra shift would qualify that RN for consecutive days overtime. A “no” answer which is not accurate will be the equivalent of an offered day off, breaking consecutive days overtime.

When an RN is called in from scheduled standby on Saturday or Sunday, and the call in hours paid equal or exceed the lowest hours of the nurse’s regularly scheduled shifts, the day will be considered a full shift for purposes of this Section.

Hours or shifts paid at an overtime rate will qualify for consecutive days overtime pay despite any provision of Article 6.8 to the contrary.

6.6 In-service Programs and Overtime. When a variety of mandatory in-service program times are offered, the RN must choose to attend the in-service that will not result in overtime, if at all reasonably possible. This Section is designed to prevent overtime abuse, not to require attendance at in-services at times which conflict with patient care responsibilities or an RNs reasonable time off for rest.

6.7 Overtime Review. All overtime actually worked will be paid at the appropriate overtime rate. Overtime will be subject to management review.

6.8 Non-Duplication of Overtime. There will be no duplication of overtime payments and other time paid but not worked (sick leave, funeral leave, vacations, etc.) for the same hours worked or paid under any one of the provisions of this Agreement. To the extent that hours are compensated at overtime rates under one provision, they will not be counted as hours worked in determining overtime under the same or any other provision; provided, however, that if more than one provision is applicable, the higher rate will apply.

6.9 Holiday Pay and Hours Overtime Calculation. Holiday hours worked, even though paid at the rate of time and a half, will count as straight time hours for purposes of computing eligibility for overtime. Only holiday hours worked and ETO hours taken on a holiday will count as straight time hours for purposes of overtime pay eligibility calculations. Notwithstanding any prior practice, for calculating overtime pay eligibility in holiday or non-holiday weeks, no other paid non-working time counts as straight time hours for this purpose.

6.10 Equitable Rotation of Overtime. RPMC will attempt to distribute overtime among nurses on each unit and on each shift on an equitable basis while also recognizing the dictates of sound patient care.

6.11 Unit Scheduling. Nurses will not be involuntarily regularly scheduled to work different shifts (day, evening or night). The Hospital may change a bid shift start time by up to two (2) hours before or after the normal start time. When a nurse volunteers for a new permanent start time, that new time will be considered his/her new bid shift start time. This definition will not be interpreted to change or modify any other provisions of this contract with respect to shifts, for example, shift premium provisions. After a unit schedule is posted, an RN will not be involuntarily replaced on the schedule and an RN's scheduled start time will not be changed absent emergency or mutual agreement.

The Hospital will not schedule RNs involuntarily over forty (40) hours on consecutive days, regardless if over two (2) workweeks.

A non-variable shift RN may trade days with another RN on the same unit and shift, on a permanent basis, as long as there is no change in current unit balance and there is no cost increase to the Hospital and seniority is respected. There will be at least fourteen (14) days electronic notice and posting by the involved RNs on unit of a proposed trade to allow the senior nurse to exercise seniority rights.

It is the responsibility of each nursing unit to post a four (4) week balanced schedule, a minimum of four (4) weeks in advance. The unit will also develop and implement decisions, protocols, communications, guidelines, and rules to accomplish this responsibility, pursuant to Article 15.5 procedures and protocols. Hospital management will audit such units to ensure compliance with this schedule posting requirement, with audit results provided to the Labor Management Committee.

In addition, RN seniority and status will be considered in scheduling, as follows: When a scheduling conflict arises, regular status (Code 1 and 2) and bid Code 3 seniority will be used to prioritize desirable schedules up to the RN's budgeted FTEs. On units with established schedules, regular status and bid Code 3 nurses cannot be bumped out of their regular schedule by another nurse.

Nurses' regularly scheduled days will not be changed without mutual consent prior to schedule posting, as long as the schedule can be balanced by available staff. The rotational list will be posted on each unit.

The Hospital will maintain its program to facilitate higher seniority RNs to move to lower hour scheduled shifts.

6.12 Scheduling Mandatory Standby or Overtime. Mandatory overtime is defined as any overtime for which a nurse is required to stay over his/her schedule without right of refusal. Mandatory standby (defined in Exhibit A, Section 7 Standby, paragraph 8) or overtime is not intended to substitute for adequate staffing of nursing units. It is understood that mandatory overtime is not to be used to resolve routine inadequate staffing, and that continuing or persistent overtime indicates a need for additional staff. Mandatory overtime will be required of on-duty RNs only in the following circumstances:

- A. Work time over an RN's scheduled shift will be required only in accordance with current Oregon law. (See Exhibit E, Oregon Staffing Law.)
- B. Overtime work in such situations will not be required absent discussion with the charge nurse and approval by clinical manager or management designee;
- C. The Vice President for Nursing or designee will review all mandatory overtime situations (of any sort) afterwards in an attempt to set guidelines for the future to minimize such incidents;
- D. Work time (voluntary or mandatory) over twelve (12) continuous hours on a shift will be compensated at a double time rate;
- E. The PNCC will focus on all mandatory overtime/staffing situations. RNs mandated to work overtime will have the option to be involved in such PNCC discussions. The Hospital will provide to the PNCC monthly RN overtime figures, and the same reports received under Article 6.12.C above;
- F. No work over sixteen (16) continuous hours will be required, absent instituting the disaster protocol. In such event, the above procedures/rules will also apply.

6.13 No Hours Guarantee. Nothing contained in this Agreement will be construed as a limitation on or a guarantee of hours of work available during the workweek.

ARTICLE 7 - WORK ASSIGNMENTS AND FLOATING

7.1 Assignments Generally. It is the desire of both RRMC and the bargaining unit that nurses will be assigned to nursing units in which they have been oriented or in which they have prior education or experience. See Article 15.4 for staffing guidelines.

7.2 Scheduled RN Work Preferences. Scheduled nurses will have preference in assignments over nurses who are called in. This policy will be subject to review every six (6) months to ensure that its enforcement does not create staffing problems. If such problems occur, the parties will meet to modify this requirement. The Association agrees that it will not unreasonably withhold agreement to modify.

7.3 Volunteers to Float. When a need for floating arises which cannot be filled from on-duty RNs on shift, volunteers will be solicited from the shift. If staffing needs cannot be filled by volunteers on the shift, nurses on the shift may be floated by rotation on an equitable basis. Agency RNs and Code 3 RNs (except Code 3B RNs) are to be floated prior to regular status RNs (Code 1 or 2) or bid Code 3 RNs, subject to qualifications. In light of the requirements of the particular nursing situation, qualifications for floating assignments will be determined by the Hospital.

RNs, when asked to work on an unscheduled day (not a standby day), will be informed if there is a float possibility, and if so, to what unit(s), so that the RN can make a fully informed choice as to accepting the requested call to work. If an RN accepts a call into work without being so informed of such a float possibility:

1. The RN may insist on home unit, including buddy unit float, work only for the entire call and shift; or
2. If not put to work on the home unit, may decline to work, go home, and receive two (2) hours minimum call in pay.

Absent mutual agreement, an RN will only be required to float to one other nursing unit per shift (return to home unit from a float assignment is not a separate second float).

7.4 Floating Assignment Guidelines. In situations where nursing needs cannot be met from the nursing resource team or on duty RNs or volunteers on shift, the Hospital will make floating assignments under the following guidelines. Where staff availability permits, RPMC will attempt to make floating assignments based on the following clinical groupings:

Buddy Units

- CCU/ICU/IMCU
- Infusion Services/Vascular Access
- Women's and Children's Services
- Medical Surgery Units:
 - General Medicine, Medical Oncology
 - Post Surgical, Orthopedics/Neuroscience

Stand Alone Units

- Behavior Health
- Cardiac Center
- Cath Lab
- CVR
- Emergency Room
- Endoscopy
- Imaging
- Inpatient Rehab
- MRI
- Nuclear Medicine
- Operating Room
- PACU
- Radiation Oncology
- Short Stay Unit

The Labor-Management Committee, in cooperation with the Staffing Committee, may reconfigure stand alone and buddy units during the contract term.

Floating assignments will be made within the above groupings by assigning a nurse to float from another unit within a group. Floating assignments will be made with appropriate regard for the orientation of available nurses, excess staff in units, and patient care needs.

Each nursing unit scheduling committee will decide equitable Float Rotation procedures pursuant to Article 15.5 procedures, and such unit decisions will not be subject to the

grievance and arbitration procedure. It is understood that RPMC retains the basic management right to require RNs to float subject to specific restrictions in the labor agreement.

Nursing personnel are requested to float, in judgment of clinical managers and charge nurses, when patient care and safety requires additional personnel in a particular unit. When a RN is not adequately cross-trained or oriented in a specific nursing unit, the RN will float to that unit as a clinical resource nurse, so informing the charge nurse, or clinical manager, or nursing supervisor, and will receive modified patient care assignment.

RNs will normally float to a buddy unit with a full load, in accordance with Staffing Committee guidelines, and outside a buddy unit as a CRN, subject in both situations to RN's personal judgment as to the patient care responsibilities that can safely be assumed.

The staff members to be floated have demonstrated competency for the tasks/assignments they are given and can provide care within the scope of their license and/or capabilities. The nurse who is floated functions under the supervision of a regular nurse who is assigned as his/her "Care Partner" resource. The Charge Nurse will assign a Care Partner to all CRNs and float nurses.

Consideration is given when staff members are not adequately cross-trained in a specific unit, are unfamiliar with the operation and layout, or are going to or coming from a specialty area, including, but not limited to, Pediatrics, NICU, Critical Care, Emergency Department, or OB. These nurses float to those specialty units as a "clinical resource nurse" only.

Any nurse required to float may refuse any specific component of an assignment that the nurse, in his/her professional judgment, does not assess is appropriate. In such case, alternate nursing care duties will be assigned in the unit. All assignment of nursing care will be consistent with licensure requirements for registered nurses licensed in Oregon.

It is understood that the above floating priorities are not mandatory, but are goals which the parties at this point believe will accommodate their mutual concerns for providing sound patient care. These goals will not prohibit floating assignments on some other basis, as determined by RRMC in its discretion in light of quality staffing and patient care requirements.

The parties are committed to cooperate in establishing floating policies which are mutually satisfactory while ensuring good patient care. If the goals outlined above prove unsatisfactory, RRMC may modify the procedures followed in making floating assignments after prior notice to and consultation with bargaining unit representatives.

7.5 Nursing Resource Team. Each nursing resource team RN will be assigned a "home unit" other than the nursing resource team itself. for purposes of MCO rotation, job bidding, and layoff under Article 8. The home unit will be identified within the nursing resource team service line for which the RN was hired.

ARTICLE 8 - LAYOFF AND JOB BIDDING

8.1 Short Term Layoff/Mandatory Call Off (MCO). These are adjustments that are made for low census, or other temporary adjustments of less than twenty-one (21) out of every thirty (30) calendar days in a work unit. A short-term layoff/MCO will occur in the following order:

- A.** Volunteers from the shift and work unit.
- B.** Agency and traveler nurses within the MCO unit or its buddy unit.
- C.** Short-hour nurses from the shift and work unit in the following order:
 - 1. Temporary (Code 3T) and On Call (Code 3O)
 - 2. Bid (Code 3B)
- D.** Regular status nurses (Codes 1 and 2), from the shift and work unit.

There will be fair and equitable distribution of MCO hours based on scheduled hours within the work unit. Each work unit will be responsible for maintaining a current

documentation of MCO hours lost, beginning with the least senior nurse. ETO may be used for any MCO hours at the nurse's discretion.

A nurse may be mandatory called off (MCO'ed) out of rotation if RPMC determines the nurse is not qualified (with reasonable orientation/education) to perform the work of the unit during the layoff or does not possess special skills required in the unit which are possessed by another nurse. The Hospital's determination will not be arbitrary or capricious.

If a nursing unit experiences more than twenty-one (21) out of a rolling thirty (30) calendar days of rotating MCO's, the Association or Administration may request a meeting to discuss whether or not a formal short term layoff, or long term layoff, or other solution is appropriate.

Scheduling by Mandatory Call Off (MCO)

Work units may allow MCO to be pre-scheduled on a voluntary basis for shifts when census is expected to be low. A nurse who voluntarily signs up for MCO may use ETO at the nurse's discretion.

Equitable MCO rotation will attempt to ensure that no single nurse receives MCO more than once in a pay period before each nurse on the shift has also received MCO. Each individual unit will determine how much or if voluntary MCO is counted toward equitable rotation. The MCO rotation list will be reset by each individual unit according to the method unit RNs agree upon. For nurses with the same amount of MCO accrual, the rotation will be based on seniority. When a nurse is hired into a unit (after orientation), he/she will receive credit equal to one (1) less measurement than the nurse with the least accrued MCO.

It is recognized that this sort of MCO rotation system will be complex to administer and that mistakes may be made. When mistakes are made regarding MCO between Code 1 and Code 2 nurses, such mistakes shall be remedied by addition of MCO credits for the nurse in question. However, if the MCO layoff

procedure as outlined in Article 8.1, subparagraphs A-D is not followed, then the financial resolution and grievance procedure will apply.

An RN will have no duty to be on standby (whether scheduled in advance or in an MCO situation) unless the nurse is specifically told to be on standby. The nurse will also have a standby obligation only for the hours he or she is specifically told to be on standby. For example, if an RN is told to be on standby for the first four (4) hours of a scheduled shift in an MCO situation, the nurse does not have an obligation to be on standby or be available to return to work after the expiration of that four hours, absent a call back within that four (4) hours, or an extension of the standby during that four (4) hours. Extensions of a four (4) hour standby will always be made for the entire remainder of the scheduled shift. See also Exhibit A.7.2.

8.2 Long-term Layoffs. Layoffs of a permanent nature which are expected to exceed twenty-one (21) consecutive calendar days in a work unit or permanent reductions of work force in a work unit will occur in the following manner:

When the need for long-term layoffs is foreseen by RRMC, at least twenty-one (21) calendar days prior to the effective date of such reduction or elimination, RRMC will deliver notice to the Association and the Association unit chairperson, in writing, specifying the number and description of positions to be reduced and the reasons therefore.

RRMC and Association officials, and affected nurses, will meet to explore and discuss alternatives to layoffs within seven (7) days of such notification. If discussions do not produce full agreement on alternatives, then long-term layoffs will proceed as follows:

- A.** Volunteers from the shift and work unit.
- B.** Agency and traveler nurses
- C.** Probationary nurses (all status codes).

D. Other Code 3 nurses in the following order:

- Temporary (Code 3T) and On Call (Code 3O)
- Bid (Code 3B)

E. Regular status, full-time (Code 1) and part-time (Code 2) RNs by inverse seniority.

In staffing the reduced work unit, displaced nurses will be offered the vacated positions within the work unit according to their seniority consistent with the standards set forth in the next sentence. A more senior nurse may be laid off, out of seniority, if the Hospital determines the nurse is not qualified (with reasonable orientation/education) to perform the work of the unit during the layoff or does not possess special skills required in the unit, which are possessed by a less senior nurse. The Hospital's determination will not be arbitrary or capricious. A laid off nurse will be entitled to use the procedures under the "displaced nurses" provisions of this Section.

Layoff Status

If seniority is not exercised in this manner, the nurse will be placed on layoff. Nurses may remain on layoff for up to two (2) years and will not lose previously accrued credit for seniority while on layoff.

Meetings to Resolve Long Term Layoff Issues

The parties will meet in advance of long term layoff situations to try to minimize problems and issues. The Hospital will provide a seniority list to all nurses notified of pending layoff within three (3) days (Monday - Friday) of such notice, as well as a list of all vacant positions in all Hospital units. Both negotiating parties shall have authority to and must agree to specific layoff, bid, and/or bump/displacement rules and priorities, different than those under this Article 8, based on unique fact circumstances of a particular long term layoff situation. Absent such agreement, contract language will apply. A nurse eligible to bump (see "Displaced Nurses" section below) will have fourteen (14) calendar days

from the time of receipt of such list to exercise seniority in the above manner by delivery of written notice to Human Resources.

Displaced Nurses.

Displaced nurses may exercise these options in the following order:

1. A nurse laid off may choose to utilize available ETO in lieu of layoff (layoff will occur after ETO is depleted).
2. A nurse temporarily working with an increased FTE may revert to his/her previous FTE, when available.
3. A nurse may take a temporary, voluntary reduction in FTE, when available.
4. A nurse may explore alternate work share arrangements among nurses. Work share arrangements must be agreed upon by those nurses involved in the work share, Hospital Administration, and the Association.
5. Fill a vacant position for which the nurse is qualified, under normal bid rules, without the right to displace/bump any other nurse, from among the list of available positions to be provided by Human Resources.
6. If Nos. 1-5 above are not or cannot be utilized, the laid off nurse may displace/bump the least senior nurse in the same status code, or in a lower status code if the laid off RN so chooses, in that work unit or another. The nurse displaced by this process may also exercise such seniority displacement rights, if any. To exercise such displacement rights, an RN must be qualified in the new position, or capable of becoming qualified, within six (6) weeks.

8.3 Recall. Nurses will be recalled to work in their shift and work unit in the reverse order of layoffs. Upon return, the nurse will retain seniority, step wage, and benefit accrual level including unused ETO and EST, in effect at the time of layoff. A nurse that is laid off will have priority over new hires for vacant positions.

8.4 Bidding for Available Positions. Nurses in the bargaining unit may apply for posted positions, and these positions will be filled on the following basis:

A. Qualified senior nurses who apply will be given preference for vacancies, provided that on the basis of skill, training and experience, the senior nurse meets the job standards required by RPMC. RPMC will be the judge of the nurse's ability to meet its standards, which will be posted when the vacancy is posted; provided, the Hospital's judgment will not be arbitrary or capricious.

B. A nurse's transfer to a position may be delayed for up to two months from the date the bid is accepted until a capable replacement is available unless extended by mutual consent.

C. RPMC will be entitled to place an inexperienced RN into a shift and unit temporarily for training purposes to maintain skills, or for short staff periods.

D. A regular status (Code 1 or Code 2) nurse may change status to a Code 3 short-hour RN with management approval, but is not eligible to bid a Code 1 or Code 2 position for six months, but denials shall not be arbitrary or capricious.

8.5 Bidding for Available Positions: Procedure and Priority. Recognizing that a position may be filled temporarily during the posting period, nurse managers will notify all unit RNs via email, electronic, and bulletin board posting, and RPMC will post electronically all vacant and newly created positions in the bargaining unit for a minimum period of seven (7) calendar days, with the exclusions noted below:

A. Code 3O or 3T positions;

B. Positions modified by mutual agreement to accommodate nurses wishing to decrease their hours of work on the same shift and work unit; and

C. Positions for nurses exercising their rights to return to a previous position under the final paragraph of this Article 8.5.

Position postings will specify the FTE, shift(s) (day, evening, night), start times, and job requirements. The Hospital will indicate the range of anticipated variation, to the best of its knowledge, in days of work and shifts (for example, "This position is for two nights, and will not normally involve Sunday work."), but such will not be considered a guarantee. Human Resources will keep a copy of all bid postings and awards indefinitely, and will also provide a copy to the successful bidder. All unsuccessful bidders will be notified in writing of this fact within fourteen (14) calendar days of the date the posting is taken down. When positions change over time due to voluntary agreements, such will be documented on the unit and a copy kept in a master file in Human Resources.

When a nurse bids on several posted vacancies at once, the nurse will prioritize the bids. If a regular status nurse bids on a posted position for a permanent vacancy and is appointed to the position, the nurse may not bid on any other position (except to increase FTE status while remaining in the current position) outside the current unit for nine (9) months from the nurse's transfer date unless mutually agreeable between the nurse and the Hospital.

A regular status (Code 1 or Code 2) nurse working in the unit will have first priority to bid openings, under contract standards, in that unit, before nurses in other units wishing to bid, and the seven (7) day notice posting will state this priority. Code 3 nurses will have equal bid priority to that of regular status nurses if they have worked in the nursing unit in any RN code position:

- Five (5) years, and
- A minimum average of 384 hours worked in that unit per year

A nurse returning from a leave of absence for a period of less than three (3) months will return to the nurse's previous position. If the nurse is absent three (3) months or longer, the nurse will have the right to the first available position for which the nurse meets the qualifications.

All job postings will normally be for one shift (day, evening, or night) only for the posted position. A nurse may voluntarily bid for two job postings with different shifts. In addition, the Hospital may post a single bid for two different shifts in order to cover for a nurse who is temporarily (three months maximum) absent due to state or federal law leaves of absence, workers' compensation leave, or other illness or injury absence. The Hospital may post non-temporary variable days coverage positions based on predictable nursing unit absences, and such positions will be regular status. The variable days coverage positions in each unit will be reported quarterly to the Labor Management Committee.

If a nurse who returns after a leave of absence is not returned to the nurse's previous position, the nurse will be returned to the previous position when, and if, vacant at the first opportunity which occurs, within eighteen (18) months from the time the nurse first returned to work.

8.6 Unit consolidation. Nurses from both units will be placed in available jobs in the consolidated unit according to qualifications, on the same shift and code status, with seniority controlling placement in cases of conflict. If there are not enough positions for all affected nurses, lay-off rules will apply.

8.7 Unit eliminations. Affected nurses will retain their right to bid into available open jobs based upon normal contractual factors. If bidding into available open positions is not successful, lay-off rules will apply. If a position is only available directly because of the unit elimination, the nurses in the eliminated unit will have first priority over nurses in other units in bidding on the available job.

8.8 Termination of Seniority. Seniority will be considered terminated by any of the following:

- A.** Involuntary termination;
- B.** Layoff for lack of work or leave of absence for a period of two (2) years or more, (except where a longer period is required by law, for example, worker's compensation leaves); or
- C.** Resignation.

A nurse who leaves the bargaining unit to accept a non-bargaining unit position with RRMC will retain, for a maximum of two (2) years from the date of leaving the bargaining unit, his or her accumulated seniority in the bargaining unit, allowing for the future bidding of vacancies without the bumping of incumbent nurses in the bargaining unit.

A nurse who is rehired within two (2) years of voluntary resignation will be rehired at his/her most recent wage step, and have seniority that was accrued at time of resignation restored.

ARTICLE 9 - EARNED TIME OFF (ETO)

9.1 Purpose. Earned time off (ETO) is provided to enable nurses to plan time off more effectively to meet both their needs and the staffing needs of their departments. Since ETO removes the accrual distinction between holiday, sick time and vacation, it provides greater flexibility in the use of time off, provides a special reward for nurses who work holidays and provides an adequate amount of time off for illness. ETO compensates nurses at their hourly rate when they are absent from work for such purposes as vacation, illness, holidays, family emergencies, religious observances, dental care and other personal time off.

9.2 Eligibility. This policy covers all full-time and part-time nurses who are otherwise eligible to participate in the ETO program. This policy excludes short-hour nurses.

9.3 Accrual. Full-time and part-time RNs will accrue ETO as follows:

A. Full-time RNs. ETO for full-time nurses will be accrued from the first day on the job on the following basis:

Completed Years of Continuous Service	ETO Hours Accrued Per Pay Period
0-4	7.08
5-9	8.62
10-14	10.15
15+	11.69

If a full-time nurse receives pay for 72 or more hours in a two-week payroll period, the nurse will accrue the full-time ETO benefit for the payroll period; less than 72 paid hours will accrue ETO on a pro rata basis.

B. Part-time RNs. Part-time nurses will accrue ETO from the first day on the job on hours compensated to a maximum of 80 hours per 14-day pay period. The ETO accrual rate for regular part-time nurses is:

Completed Years of Continuous Service	ETO Hours Accrued Per Paid Hour
0-4	.0885
5-9	.10775
10-14	.126875
15+	.146125

C. Exceptions to ETO Accrual. No ETO benefit will accrue during the following absences: (1) layoff and (2) unpaid absences in excess of 14 days.

D. Additional ETO Accruals. ETO will also accrue on hours worked above 2,080 hours per calendar year, up to 2,200 hours worked.

These ETO accruals will be calculated and credited to an RN's account each January for the prior calendar year.

ETO will accrue on all Hospital-compensated hours (excludes standby except as provided below). It will also accrue on mandatory call off hours from regularly scheduled FTE shift, regardless whether the RN elects to

use ETO for such hours, and regardless whether the RN is placed on standby for these mandatory call off hours. There will be no double ETO accrual for the same hours.

9.4 ETO Use.

A. No Waiting Period. ETO hours may be used as soon as they are accrued.

B. Scheduling. Requests for ETO will be submitted in writing no later than January 31 each year, for ETO to be taken between the subsequent June 1 to May 31. RVMC will grant or deny such requests on or before February 28 of the year in question according to the guidelines listed below. At other times, such requests will be submitted in writing, and at least two (2) weeks before the schedule is posted, again, according to the guidelines listed below. The unit scheduler will respond in writing within fourteen (14) days after the request is received.

Each nursing unit will develop a process to allocate ETO utilization among unit RNs on a calendar year basis, pursuant to Article 15.5. Each nurse will be granted ETO up to a maximum of two (2) uninterrupted weeks, consecutive if possible (subject to available ETO), before any nurse will be granted more than two (2) weeks.

Guidelines:

- RN bargaining unit seniority;
- Fairness to all RNs regardless of seniority;
- Equitable rotation of ETO during most popular ETO times, including ETO requests for days during holiday weeks, school spring break, and summer months;
- Desire of RNs for occasional extended periods of ETO time;
- Schedulers may request Code 3 RNs to work for purposes of vacation relief as well as filling vacancies.

Notwithstanding these guidelines, once every two years, a nurse may exercise seniority on a scheduled ETO request received before March 15 to obtain a preference over a junior nurse selecting a competing scheduled ETO period. When requested and possible, full work week ETO will be granted. The Hospital will work with RNs to avoid partial or "broken" ETO weeks.

Extended week or additional day(s) ETO requests, made after the March 15 challenge period, will be evaluated on a first come, first served basis.

The above guidelines will be weighed and analyzed in management's discretion. The overriding considerations will be staffing and patient care requirements. To insure safe patient care, each unit will determine the availability of ETO time, for a maximum number of RNs to be granted ETO, at any given time for specific nursing units.

In order to minimize scheduling problems due to an RNs use of ETO for illness or injury, RPMC will: (1) Apply its absenteeism policy in injury or illness absences, and (2) not approve requests for authorized unpaid time off (for example, vacation) when an RN does not have sufficient ETO accumulation due to use of ETO for illness or injury, unless mutually agreed due to special circumstances. Use of ETO in MCO ("Mandatory Call Off") situations will not be cause for vacation disqualification.

Once approved, ETO is not subject to cancellation after schedules have been posted, unless by mutual agreement. In addition, it is understood that an RN must actually have a sufficient ETO bank at the actual time of the ETO to cover the ETO hours under Hospital policy. Where the RN does not have sufficient available ETO hours at the time of the scheduled ETO, the Hospital will work with the RN to maintain scheduled time off in this situation based on all circumstances.

The system described above is to assist both RRMC and the nurses in scheduling ETO. It will not prevent a nurse from making an ETO request on shorter notice, which RRMC will consider on the basis of staffing and patient care requirements.

9.5 ETO Unit Scheduling Guidelines. The unit scheduling committee, under Article 15.5, shall set ETO scheduling guidelines. Each such committee may establish a subcommittee for the purpose of granting ETO per the unit scheduling committee and contract guidelines. These guidelines will address, at a minimum:

- The definition of "prime time" for that unit.
- The number of staff that can be scheduled off at any time, including "prime-time."
- A fair and equitable system of assigning holidays including New Years Eve.

These guidelines must be in compliance with this Article, they are intended to supplement, but not replace, the provisions of this Agreement.

9.6 ETO Scheduling Dispute Resolution Procedure. Whenever ETO scheduling decisions involving two (2) or more RNs wanting the same ETO day(s) cannot be worked out on the nursing unit level itself, ETO scheduling decisions by RRMC may be challenged by an affected RN through the following procedure:

- Challenges to ETO schedule decisions must be initiated within ten (10) days of vacation schedule decisions.
- Within ten (10) days thereafter, a committee of one management official, one Association representative, and one RN from the affected nursing unit selected by nursing unit RNs, will hear and make recommendations on the dispute. Committee members will be selected each April, and will serve on a one-year basis thereafter.
- The committee's recommendation will be accepted by management unless clearly inconsistent with patient care requirements, as determined by the Vice President for Nursing.

If the procedures under Articles 9.4, 9.5, and 9.6 are not followed, the grievance procedure will apply.

9.7 Specific ETO Utilization Rules. Time off with pay is provided so nurses may enjoy a period of rest and relaxation and be better prepared to meet the physical and emotional demands of patient care. For this reason nurses are encouraged to utilize fully ETO on a scheduled basis as outlined above. In addition, other rules apply, as follows:

A. Maximum Accrual and Cash out. Earned time off may not be accrued in excess of a nurse's ETO benefit amount for a one and one half (1-½) year period. If a nurse requests ETO in a timely manner and it is not granted, the non-accrual provision of this paragraph will not apply. Up to sixty (60) hours (Code 2) and one hundred twenty (120) hours (Code 1) of ETO may be cashed out each year at the RN's option per Hospital policy.

B. Maximum Utilization. A nurse may not take more than one year's ETO accrual at any one time without mutual agreement between the nurse and management.

C. Personal Illness or Injury. ETO benefits will be used in case of personal illness or injury or unscheduled absence, except where provided to the contrary in this Agreement.

D. Unpaid Personal Leaves of Absence. Available ETO or EST benefits must be utilized for personal leaves of absence, unless there are extenuating circumstances. ETO benefits to be used before EST benefits. EST leave under Hospital policy may not be used for time off work due to dependent care, or parental, educational, or military leaves. It is recognized that a spouse or dependent illness, accident, or death may be sufficiently serious to cause a medical condition to an RN that would qualify the RN for EST use (medical verification may be required).

Nurses returning from a personal medical leave of absence may be requested to have a medical examination by a physician designated by the Hospital and at the Hospital's expense.

After two (2) years seniority and once every two (2) years thereafter, a regular status nurse may request a maximum of five (5) weeks personal leave of absence where staffing permits. This personal leave may be extended up to an additional eight (8) weeks by mutual agreement of the Hospital and nurse. A short-hour (Code 3) RN may request a leave of absence under similar terms as regular status RNs.

Articles 9.6 and 12.1 apply to such leaves.

A short-term disability plan, which includes coverage for pregnancy-related disabilities as well as other disabilities, is available to eligible employees. The employee pays the full premium for this option plan. Contact RRMC Human Resources Benefits and Compensation Department for further information regarding leaves of absence and coverage under short- or long-term disability plans.

E. Workers' Compensation. Accrued ETO benefits may be used for scheduled workdays missed due to an on-the-job accident or illness if the workday is not paid by workers' compensation.

F. MCO. ETO benefits may be used, but will not be considered mandatory, for scheduled work days missed when a nurse is called off, mandated to un-schedule his/her shift or part thereof, or given the option to go off the schedule any time within the nurse's shift due to low census, nursing unit closures (for example, on a holiday) or low acuity. This includes nurses who may also receive stand-by pay.

Trades. When an RN trades shifts with another RN, ETO may be used but will not be considered mandatory.

Association Business. When an RN schedules off for Association business, ETO may be used but will not be considered mandatory.

G. Jury Duty and Bereavement. Jury duty and bereavement absence will be paid separately from ETO.

H. Part-time RNs. Part-time nurses may not take ETO over a longer period of time than the same period of ETO taken by full-time nurses.

I. Military Duty. Nurses who are members of the military reserve or National Guard who are ordered to either active duty or annual training (but not weekend drills) will provide their clinical manager a copy of their written orders within seven (7) days after they have been received by the nurse if the nurse intends to use ETO time for military leave.

J. Scheduled Hours. ETO hours when utilized by a nurse will be paid up to the amount of the scheduled hours for the day in question. If an RN is scheduled above his or her FTE status, and then canceled, ETO will be available.

K. Holidays. If a holiday falls during a nurse's first sixty (60) days of employment and if the holiday is a customary workday, but the nurse is not scheduled to work, the nurse may use ETO whether accrued or not for the holiday. ETO hours paid on any one of the actual holidays listed in Article 10 count as straight-time hours worked in calculations for overtime.

L. Transfer to Short-Hour Status. Upon transfer to short-hour status, ETO hours accrued will be paid if the nurse is eligible.

M. RN Terminations. ETO accruals are paid to the nurse upon termination. If a nurse is discharged for gross misconduct, she/he will not be eligible for this benefit.

N. Suspensions. ETO hours may not be used to cover absences due to a disciplinary suspension, but may be used during investigatory suspensions.

O. RN Request for Code 2 or 3 RNs to “Cover” for Scheduled Time. RNs may request Code 2 RNs to cover for their normal scheduled shifts before the schedule is posted and final. After schedules are balanced (including utilization of all available staff, including Code 3 RNs), and schedules are posted and final, an RN who has requested but who has been denied ETO for some part of the period covered by the schedule may request an available Code 3 RN to work the shift(s) in question, so that the RN can take the ETO requested but denied. Once ETO is granted based on Code 3 RN acceptance of such request to cover, and the Code 3 RN's availability for such shift(s), it will not be rescinded. This Code 3 RN coverage option to obtain previously denied ETO may be utilized regardless of which calendar days of the year are involved.

9.8 ETO Payment Calculations. At the nurse's option, all hours actually worked above the nurses FTE may be considered for purposes of compensating RNs for ETO, and such hours will be calculated on the basis of the prior six (6) pay periods.

Example 1 – Calculation of Weekly Optional ETO:

A Code 1 RN is regularly scheduled thirty-six (36) hours (three (3) twelve (12) hour shifts) a week, but actually works an average of forty (40) hours over the prior six (6) payroll periods. The nurse who requests, will receive forty (40) (not thirty-six (36)) hours of accrued ETO payment for one week's vacation

Example 2 – Calculation of Daily Optional ETO:

Step 1: Calculate the total hours worked in the immediately preceding six (6) pay periods.

Step 2: Calculate the total regularly scheduled shifts up to the RNs FTE for the same period.

Step 3: Divide Step 1 by Step 2 to determine the RN's average hours worked per regularly scheduled shift for the same period.

Step 4: Pay a single day ETO based on such average hours.

ARTICLE 10 - HOLIDAYS

10.1 Identified Holidays. Holidays are a built-in component of ETO. However, nurses who are required to work on any of the following holidays will be paid premium pay:

New Year's Day	Easter Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Christmas Eve Day

10.2 Pay for Holiday Work. Nurses who work on a designated holiday will receive time and one-half hourly pay if the hours are not otherwise covered at the overtime rate. The holidays are celebrated on a twenty-four (24) hour basis as follows:

- The holiday starts at 11:00 p.m. on the day before the holiday.

10.3 Scheduling Holidays Off. Because of patient care requirements, it is not possible for all nurses to take these holidays off at the regularly scheduled times. The Hospital will schedule time off on holidays in accordance with the work unit's need for coverage. Within each work unit an effort will be made to schedule holidays on a rotating basis among all full-time and part-time nurses.

10.4 Standby Call In on Select Holidays. A nurse who is called in from scheduled standby on Thanksgiving, Christmas or New Year's Day holidays will be paid at a double time rate. This pay rate will apply in the following nursing units only: Operating Room, Cath Lab, PACU, and Endoscopy, and other nursing units which regularly schedule standby when the unit is closed in order to provide for 24/7 staffing coverage.

ARTICLE 11 - EXTENDED SICK TIME (EST)

11.1 Purpose. RPMC provides protection against loss of income sustained because of the RN's personal illness (injury or sickness) sufficiently severe to cause a nurse to miss more than twenty-four (24) consecutive hours of scheduled work.

11.2 Accrual.

- A.** Beginning with the first day of employment, regular status nurses will begin accruing EST.
- B.** Full-time nurses who are paid for sixty-four (64) or more hours in a two-week payroll period will accrue a full EST benefit of 2.15384 hours; nurses who work less than sixty-four (64) paid hours will accrue a pro rata share of EST.
- C.** Part-time nurses will accrue EST on scheduled hours plus excess hours worked to a maximum of eighty (80) hours per fourteen (14) day pay period; provided, where scheduled hours are changed or an AA (Approved Absence) day is granted at the request of the nurse, EST will not accrue on scheduled but un-worked hours. Part-time nurses will accrue EST hours at the rate of .026923 hours for each scheduled hour.
- D.** EST hours may be accrued to a maximum of 1,040 hours. Each year in December, RNs who have reached this maximum will receive pay for fifty percent (50%) of EST hours they would have accrued (absent this cap) in the prior twelve (12) month period (December to November).

11.3 Using EST.

- A. Waiting Period after Hire.** EST can be used as soon as it is accrued. EST benefits must be used for all unscheduled absences related to a nurse's medical condition.
- B. Waiting Period/Each Occurrence.** Accrued EST shall be used starting with the 25th consecutive scheduled hour missed, or the fourth scheduled workday missed regardless of hours, whichever comes first, due to personal illness when the illness is sufficiently severe to require the nurse to miss work. However, first hour immediate EST access will be provided if the RN is hospitalized either in-patient or for short-stay surgery when surgery time and the recovery period equals at least twenty-four (24) scheduled hours, and in connection with injuries or illness covered by workers' compensation, as

described in Article 11.3(D) hereof. In addition, first hour EST access will be granted for an absence due to the recurrence, within a seven (7) day period of return to work, of the same injury/illness for which the twenty-four (24) hour waiting period has already been satisfied. There will be only one (1) twenty-four (24) hour waiting period each rolling twelve (12) month period for the same medical condition before an RN on intermittent FMLA leave can access EST benefits on a first hour basis.

C. Medical Verification. If deemed necessary by RRMC, a nurse may be required to obtain a physician clearance before returning to work. In situations of suspected misuse of EST, as a condition of access to EST for the episode claimed, RRMC may require the nurse to provide a doctor's certificate that the nurse was unable to work because of the claimed illness. This requirement is subject to state and federal laws on leaves of absence, which can be accessed in Human Resources.

D. Workers' Compensation. Accrued EST benefits may be used to cover the three (3) day waiting period for workers' compensation time loss coverage, as soon as it is determined that the three (3) days are not otherwise covered by workers' compensation. Accrued EST benefits will also be used for missed shifts due to workers' compensation leave of absence, up to twenty percent (20%) of the RNs FTE status (e.g., 1.6 EST hours a day, eight (8) EST hours a week for five (5) day, forty (40) hours a week, full-time RNs), after fourteen (14) days of workers' compensation leave.

E. Return to Work. When a nurse can return to work from EST leave with restrictions, RRMC and the nurse will make every reasonable effort to accommodate such return, provided the nurse can perform a productive and available job. Such job can be a temporary placement into a vacant position without bidding. When such accommodation is not possible, the release must be without restrictions. This is not intended to modify RRMC's obligations under the Americans with Disabilities Act. RRMC will work with RNs to maximize the opportunities for return to productive work from EST status.

F. Payment of EST Benefits. EST hours will be paid according to the nurse's regularly scheduled hours of work. EST hours will not be paid upon termination or transfer. Where a nurse transfers to an ineligible status (e.g. short-hour status) accrued EST will be frozen and held for future use when the nurse returns to an eligible status.

G. EST Payment Calculations. At the nurse's option, all hours actually worked above the nurse's FTE may be considered for purposes of compensating RNs for EST, and such hours will be calculated on the basis of the prior six (6) pay periods.

Example: A Code 2 RN is regularly scheduled twenty-four (24) hours (two (2) twelve (12) hour days) a week, but actually works on average of thirty-two (32) hours a week over six (6) payroll periods. The nurse who requests will receive thirty-two (32) hours (not twenty-four (24)) EST for a missed week of work due to illness.

H. Code 3B RN EST. Code 3B RNs may access their "frozen" (as of the time of transfer from Code 1 or Code 2 status to Code 3 status) EST accounts as follows: Only bid shifts count for the twenty-four (24) hour waiting period or for EST eligibility and payments. Code 3B RNs will not accrue additional EST benefits while on Code 3 status. All other Article 11.3 eligibility rules apply.

Daily optional EST calculations will be the same as for ETO under Article 9.8.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 Personal Leaves of Absence. Personal leaves of absence may be granted to regular status nurses at the Hospital's discretion, for up to twelve (12) consecutive weeks, independent of any leaves provided for by law.

A leave of absence must be requested in writing, and approved by the nurse's clinical manager. See also Article 9.7.D regarding ETO/EST utilization rules. Article 9.6 will apply if there is a conflict with respect to ETO scheduling in the event a personal leave is denied.

12.2 Bereavement Leave. When a death occurs in the immediate family, including domestic partner or children of a domestic partner of a full-time nurse, the nurse will be entitled to three (3) shifts off with pay at the hourly rate. A part-time nurse will be entitled to two (2) shifts off with pay at the hourly rate. Bereavement leave must be taken within six (6) months of the death or the knowledge thereof. Paid bereavement leave will not be included in calculations for overtime.

12.3 Immediate Family. For purposes of this Article 12, immediate family shall be the nurse's spouse, parents, children (natural, foster, or adopted), domestic partner, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, brothers, sisters, grandparents, grandchildren, and current step-parent, step-child, step-brother and step-sister, and shall also include a non-relative living in the RN's household with a close personal relationship with the RN similar to that of a family member.

12.4 Jury Duty. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service and will be paid the difference between the nurse's hourly rate for the scheduled work hours missed and the jury pay received, provided arrangements for the time off are made with the nurse's supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received.

Jury duty pay is limited to the RNs scheduled hours missed up to forty (40) hours per workweek and will not be included in calculations for overtime.

If the nurse reports to jury duty and actually serves on a jury, such nurse will not be required to report back to work on that day. If the nurse reports for jury duty but is released for the day, the nurse will return to the Hospital for remaining contingent shift hours. A nurse scheduled for the night shift immediately prior to a day of jury duty will be taken off the night shift schedule, and given a contingent day shift schedule.

The nurse will be available for normal weekend rotation in any workweek the nurse does not serve a minimum of four days on jury.

ARTICLE 13 - BENEFITS

13.1 Disability Insurance. RRMC agrees to continue its current long-term disability insurance or a substantially equivalent program for nurses who meet the eligibility requirements of said plan. RRMC will pay the full premium.

Part-time nurses will be eligible for pro-rated long-term disability benefits according to hours worked.

A short-term disability plan, which includes coverage for pregnancy-related disabilities, is available to eligible employees. The employee pays the full premium for this optional plan. Nurses may access the details of this plan in the Human Resources office.

13.2 Group Life Insurance. RRMC agrees to continue its group life insurance or a substantially equivalent program for nurses who meet the eligibility requirements of said plan. RRMC will pay the full premium for the \$50,000 maximum plan coverage. Additional insurance coverage may be purchased by employee.

13.3 Retirement Plan. The Hospital agrees to continue the existing retirement plan or a substantially equivalent plan for all nurses who meet the eligibility requirements of the plan.

13.4 Health Insurance Coverage.

Asante currently offers three (3) medical insurance plans to bargaining unit RNs, as follows:

1. Asante Health Care Plan (AHP1)
2. Asante Health Care Plan 2 (AHP2)
3. Asante Health Care Plan 3 (AHP3)

It is understood that Asante Health Plans have a pharmacy component which will be considered part of the Asante Health Insurance Plan(s) for all purposes under this Article 13.

A. Premiums Plan Cost, and Redesign.

Premiums for the two Asante medical plans will be shared between the eligible employee and the Hospital based on full time, part time (scheduled minimum of

fifty-six (56) hours per pay period), or part time (scheduled forty to fifty-five (40-55) hours per pay period) status, and based on four tiers of available coverage. .

The individual RN premium will not increase above ten percent (10%) per calendar year.

Plan premiums will be allocated between the Hospital and the registered nurse, exactly the same as between the Hospital and other comparable employees covered by Asante medical plans. Comparable employees are those with similar family status tier and code/scheduled hours status, wellness plan participation, care management, and other consistently applied, specific identifiable factors. Such factors will be first negotiated under Article 13.4.C, will be applied equally to all comparable plan participants, and will be based on objective criteria. There will be no distinction made between salaried and hourly Hospital employees for purposes of health insurance benefits and premiums.

Health benefits eligibility and cost sharing will change as of the first of the month after the effective date of a formal code change, except as provided otherwise by law.

B. Eligibility. A nurse is "full-time" for purposes of eligibility for health benefits if the nurse is regularly scheduled to work at least seventy-two (72) hours a pay period, with scheduled ETO counting as time worked. A nurse is "part-time" for the purpose of eligibility for health benefits if the nurse is regularly scheduled to work forty (40) to seventy-one (71) hours a pay period, with scheduled ETO counting as time worked. A Code 3 nurse may also become eligible for health benefits due to the application of the rules under the Affordable Care Act. Such Code 3 RNs who accepts offered coverage will not be eligible for the fifteen percent (15%) wage premium during all coverage periods. Oregon registered domestic partner RNs and their dependents are eligible for health benefits to the same extent as married RNs.

C. Plan Modification. The Hospital will offer to bargaining unit nurses the same plan(s) it offers to all other comparable eligible Asante employees, that is, the same deductibles, co-insurance, premium sharing, benefits, and eligibility. It is recognized that significant new legal regulation of health insurance on both the federal and State of Oregon levels is now occurring. This regulation imposes short and long term obligations on the Hospital to modify its health insurance plans to comply with law and to avoid penalties and taxes for maintaining practices or plans which are disfavored by such new laws and regulations. Plan modifications may also be made in light of annual cost increases.

When changes in any aspect of Asante health insurance plans are proposed by the Hospital, the following negotiation procedure will take place:

1. The Hospital will give the ONA at least forty-five (45) days advance notice and opportunity to negotiate about proposed changes. This forty-five (45) day period will be shortened only if required by legal implementation deadlines. This forty-five (45) day period will supersede and replace the thirty (30) day period (prior to final Hospital action) in Article 4 hereof. No plan changes will be made until this negotiating period has expired.
2. The parties in such negotiations will consider and analyze the proposed changes. The goal will be to modify the plans in such a way as to retain the best and most acceptable plan benefits possible, in light of legal requirements and cost factors.
3. Changes in plan benefits and premiums for an upcoming year will be finalized no later than August 15 of each year, and negotiations will start at a sufficiently early date to meet this goal. The Hospital shall obtain actuarial premium projections as soon as possible for an upcoming plan year; share all such information with the Association; and expeditiously negotiate with the Association regarding benefit and premium reconfigurations. Information about proposed upcoming plan year changes will be provided one (1) week in advance of meetings on

such changes. Additionally, the Hospital and the Association will meet at least once, prior to August 15th, to review plan performance during the plan year.

4. Strategic planning for health care benefit and premium changes will be an ongoing process, and part of an Association-Hospital partnership tasked with analyzing short-term (annual) and long-term (multiple year) legal, cost, and strategic health insurance initiatives and actions. This process will involve, at least three (3) meetings per year (unless otherwise agreed between the parties) to discuss strategic plans for all health insurance issues, and to obtain input on such issues from unit RNs as health care professionals. Up to five (5) RN participants will be compensated at their regular straight time rate at such annual meetings. The above forty-five (45) day negotiating time limit will only apply to health insurance changes to be implemented promptly by the Hospital, not long-term strategic health insurance issues.

5. If the Federal Patient Protection and Affordable Care Act is significantly modified through legislation, or judicial decision, executive order, or administrative regulations during the contract term, the Hospital and the Association will bargain over the impact of such change on health insurance under Article 13.4.C procedures.

D. HIV/Hepatitis Fund. Subject to RPMC and Association finding a mutually acceptable independent administrator for an HIV and Hepatitis C Fund, the independent administrator will be authorized to receive direct nurse contributions and matching Hospital contributions, the latter not to exceed \$4,800 per calendar year, to be used to pay the COBRA continuation coverage premium of nurses who contract AIDS or Hepatitis C from their duties at RPMC and are eligible thereby for workers' compensation.

E. Non-Coverage Option. A nurse who certifies to RRMC in writing with adequate substantiating documents that the nurse is covered by another health insurance plan may elect to have no health benefit coverage through RRMC. Such election to withdraw from coverage must comply with state and federal law, and be without penalty or tax to the Hospital.

13.5 Physical examinations. At the beginning of employment RRMC will provide a comprehensive employment physical for full-time and part-time nurses. RRMC will provide full-time and part-time nurses, once every two (2) years and at RRMC's expense, the following tests when ordered by the nurse's physician: a complete blood count; chemistry screen; pap smear; chest x-ray; for nurses age forty (40) or older, an EKG; and for female nurses age thirty-five (35) or older, a mammogram.

13.6 Laboratory Examinations. When directed by RRMC's infection committee, a laboratory examination will be provided by RRMC at no cost to the nurse.

13.7 Dental Benefits. RRMC agrees to continue its dental benefits or a substantially equivalent program for all nurses who meet the eligibility requirements of said plan. RRMC will contribute a minimum of 80 percent for single-party coverage and a minimum of 70 percent for two-party and family coverage.

13.8 Leaves of Absence. Except as described below, nurses may continue their enrollment in the medical health and dental benefit program during approved leaves of absence as listed in Article 12.1 by paying the full monthly premiums. With respect to leaves for personal or family illness as covered by the Family & Medical Leave Act of 1993, RRMC will make premium payments under this Article for the required number of months in connection with such leaves. RRMC may require such illness to be certified by a physician.

13.9 Flexible Spending Accounts. To provide nurses the opportunity to maximize take-home pay by paying certain predictable expenses with pretax dollars, RRMC will continue its current flexible spending accounts which qualify under Sections 125 and 129 of the Internal Revenue Code.

13.10 Infection Control Protocol. When RRMCM requires an asymptomatic RN who is apparently healthy and capable of working to miss scheduled work pursuant to RRMCM identification of a potential communicable disease, and RRMCM initiation of infection control protocol:

- a. The RN will be offered available and suitable work to make up the lost scheduled hours, if this can be done without risk of infection to other employees;
- b. Alternatively, RRMCM will pay the RN for the lost scheduled hours at the RN's base rate.
- c. RRMCM will pay for testing and treatment expenses.

This Section is not designed to become operative when an RN is actually sick or injured. In such event, normal EST and ETO utilization and eligibility or workers' compensation will apply.

ARTICLE 14 - PROFESSIONAL DEVELOPMENT

14.1 Performance Reviews. Hospital will provide evaluations of the work performance of each nurse covered by this Agreement.

Bargaining unit nurses will be requested to provide feedback on other employees for purposes of peer reviews. (The bargaining unit RN who provides such feedback will not be part of the performance review unless the employee requests.)

14.2 Compensation for Required Education. In the event a nurse is required by RRMCM to attend educational functions outside the nurse's normal shift, the nurse will be compensated for the time spent at such functions at the nurse's hourly rate. RNs on an extended (ten (10) or twelve (12) hour) night shift will be compensated at the straight-time rate plus applicable shift differentials they would normally be paid if they are required to miss a scheduled shift to attend a required eight-hour educational function during day shift hours. When feasible, an extended shift RN working nights may choose to return to work for some part of the remaining shift hours following such a required educational function. Other than the above, night shift nurses will not be

scheduled an additional shift to make up for the canceled shift in such situation. Extended twelve (12) hour day shift RNs may, but are not required, to work some part of their normally scheduled shift after an eight (8) hour education class or function. The day shift RN has the option to work or take these hours as ETO or unpaid. The term “education” will include RPMC-requested individual training in specialty as well as other educational training.

Procedure for extended night shift RNs to attend day shift mandatory educational classes:

Step 1. Determine if the class is available on a day outside of regularly scheduled night shifts. If so, schedule on that day.

Step 2. If not, engage in interactive communications to determine possible voluntary alternate days of scheduled work – up to FTE status – in work week in question to help facilitate attendance.

Step 3. If, based on all circumstances, a mandatory education class must be scheduled on a day shift falling between two consecutive regularly scheduled night extended shifts, the Hospital will take the RN off the night shift schedule and pay twenty-four (24) hours straight time to the affected RN, to be allocated as follows:

Twelve (12) hours pay for the eight (8) hour educational course and missed night shift no. 1.

Twelve (12) hours pay for missed night shift no. 2 from ETO or available voluntary educational leave annual bank, at RN choice.

When a regularly scheduled twelve (12) hour shift starts between 1500 and 1800 hours, and the RN on such a scheduled shift is required to attend an eight hour educational program during day hours (typically 0600 to 1700 hours), any extra four hours work will be scheduled contiguous to the educational program and within normal scheduled shift hours.

14.3 Voluntary Paid Educational Leave. Continuing education and accompanying educational leave for RNs is an important part of the Hospital's patient care mission, and therefore should be a priority component of unit based scheduling. Except as provided in Article 14.2 above with respect to night shift RNs, mandatory education courses and/or leaves shall not affect voluntary educational leave allowances.

The Hospital will provide to the Association reports on RN voluntary educational leave utilization on Association request, such requests to be made no more frequently than every six (6) months.

After each year of employment, regular status nurses will be eligible for thirty-six (36) hours paid education leave per fiscal year October 1 through September 30. An annual maximum of 3,200 hours (of which a maximum of 1,600 hours will be granted during the first six (6) months of the fiscal year) paid education leave will be provided by RRMC for this purpose. The RN must show proof of attending the educational course or activity or will forfeit this paid educational leave. The RN will receive pay for the scheduled hours missed due to the educational leave at the RN's normal rate of pay, calculated in the same manner as ETO pay. The Hospital will work with RNs requesting paid educational leave to minimize lost work hours, or to reschedule hours. In particular, the nurse and his/her clinical manager will agree on the scheduled shift(s) to be missed in connection with deciding upon an educational leave request, and paid educational leave will be available for all such hours if the request is granted. Normally no work at the Hospital will be required on educational leave days.

This thirty-six (36) hour annual paid educational leave is the maximum Hospital management may award an eligible RN. It is not a guarantee or entitlement.

A. Eligible Programs. Education leave will be available for programs sponsored by hospitals, education institutions, government agencies or professional associations. RNs will be eligible for paid educational leave for programs related to current or future RN patient care responsibilities, and which will benefit both the RN and RRMC.

RRMC will pay twelve (12) hours of educational leave to RNs who are granted leave for the Association conference/convention by the Hospital without review of program content.

Reimbursement. Each nurse who successfully completes such seminar or program is entitled to reimbursement of expenses, including, but not limited to, tuition, CEU costs, travel, mileage, lodging, exam fees, books, and meals of up to Six Hundred Dollars (\$600.00) per fiscal year, accumulating over two (2) years if not fully used, up to One Thousand Two Hundred Dollars (\$1,200.00).

B. Requesting Educational Leave. Requests for such leave will be made in writing to department clinical manager on a record made available by RRMC. The request will set forth the details and purpose of the program. Approval of education leave will not be unreasonably denied. It is understood by the parties that the Hospital will not be required to grant approval for a request of education leave if such leave would seriously interfere with staffing.

C. Unused Educational Leave. A nurse entitled to apply for education leave and who does not apply waives it for that year. However, unused leave will accumulate if a nurse applies for and does not receive leave in a year for which she/he is qualified, but cannot be accumulated for more than three years.

D. Allocating Educational Leave. Scheduling for educational leave and funds will be subject to equitable rotation among RNs in a department. Nurses who have been denied educational leave in one instance will have priority, on an equitable basis, for scheduling educational leaves for the next requested event or program. All denied leave requests will be sent to the applicant with a letter of explanation. If the educational leave has been denied because of staffing issues and the nurse finds a replacement, educational leave will not be arbitrarily denied. It is also the intent of the parties that educational leave will be available to nurses on all shifts on an equitable basis.

Nurses need to keep records of denials and make clinical managers aware of their priority, upon the next educational leave request, to ensure priority is given over nurses who were granted, or who did not apply for, educational leave in the prior instance.

E. Reports. The nurse may be requested by RPMC to make a report regarding the education experience.

F. Scheduling Educational Leave. RPMC will make reasonable work schedule accommodations for nurses scheduled to work on the day of an education program.

G. Overtime Pay. Overtime pay will not be a reason to deny voluntary educational leave, but the only overtime qualifier for such educational leave overtime pay is hours over forty (40) per work week, that is, consecutive days, consecutive weekend, twenty-four (24) hour rule, etc. overtime rules do not apply to voluntary educational leave hours.

H. Eligibility. Nurses will be eligible for the benefit on their continuous employment anniversary date.

14.4 Tuition Reimbursement – Institutes of Higher Learning. RPMC will provide reimbursement for tuition, fees, and books to regular status (Code 1 and Code 2) nurses who complete approved education programs.

A. Relevance of Course. The course must relate to the nurse's current hospital work or future hospital positions, and constitute undergraduate or graduate course work, or seminars, for which credit is offered through an institute of higher learning. This determination will be made at the discretion of the Hospital.

B. Approval by RPMC. Nurses must request reimbursement on form P-56 and receive authorization in writing prior to the start of the program. The written request which should include goals to be obtained and must be submitted to the

nurse's department director. Approval of tuition reimbursement will be made by the Vice President for Nursing RPMC upon the recommendation of the nurse's clinical manager.

C. Satisfactory Performance. For reimbursement the nurse must receive a "C" or higher grade or for pass/fail courses the nurse must pass.

D. Reimbursement. Regular status RNS will be reimbursed for courses completed as follows:

After completion of six (6) months of continuous service, one hundred percent (100%) tuition reimbursement to a maximum of \$1,200 per fiscal year, or to a maximum reimbursement as specified in Hospital policy if this higher amount (such higher policy reimbursement will be subject to policy restrictions, for example, one year from date of hire for eligibility, RN has no final written warning, no book reimbursement, etc.).

E. Increases in Reimbursement. RPMC may in its discretion increase tuition reimbursement benefits above those set forth in this Section.

F. Code 3 Nurse Reimbursement. The Six Hundred Dollar (\$600.00) annual fiscal year reimbursement (accumulating over two (2) years if not fully used, up to One Thousand Two Hundred Dollars (\$1,200.00) will be made available to Code 3 nurses who work a minimum of 1,040 hours in the prior fiscal year October 1 through September 30.

14.5 In-Service Education. RPMC, in making decisions on paid educational leave or tuition reimbursement, will generally consider the RN's attendance at in-service meetings and staff meetings (with reference to ability to attend in light of shifts worked and patient care needs), participation in RPMC educational programs and review of policies or medical literature. Nurses who miss staff meetings are expected to read and initial minutes, if available. It is recognized that RPMC in-service programs and staff

meetings are an important part of professional development, and attendance is expected.

Short in-service programs during which an RN retains patient care responsibilities will be considered patient care hours worked for purposes of Article 6.12 double time.

ARTICLE 15 - COMMITTEES

The committees in this Article serve a valuable patient care purpose. The committees shall schedule regular and predictable meetings as early in advance as possible, at times which will facilitate maximum attendance. Schedulers and managers will plan for coverage, to allow committee member RNs release time from work for such committee meetings, understanding that patient care is dynamic and that staffing needs at times may prevent such release. All RN committee members' time shall be compensated.

The Hospital and the Association will each attempt to select committee members to minimize work schedule/ committee meeting conflicts.

All committee members will make reasonable efforts to attend all meetings.

Release time for RNs on the Staffing Committee will be provided, in accordance with law.

If a committee member has to miss a meeting, the chair(s) will request a volunteer to brief that individual on the committee's discussions.

15.1 Professional Nursing Care Committee.

The Association will elect from its membership at least five (5) members of the bargaining unit who will constitute the Professional Nursing Care Committee (PNCC). The Association may elect or appoint additional members. The Committee will prepare an agenda and keep minutes of all of its meetings. RPMC will provide paid release time (estimated two hours per month) for each of the five (5) members of the Committee when the monthly meeting occurs during duty time. Administration will also provide a PNCC mailbox in the employee cafeteria.

The Committee will consider those matters regarding patient care and nursing practice which are not proper subjects to be processed through the grievance procedure. RPMC will duly consider any recommendations made by the Committee regarding patient care and nursing practice and will so advise the Committee in writing of any action taken.

The Chair of the PNCC will also serve as a member of the Hospital Nurse Staffing Committee and will report back to the PNCC on that Committee's activities.

Responsibilities of the PNCC.

1. Assist staff nurses to maintain professional standards, examine issues, and make recommendations regarding improved nursing practices and patient care outcomes.
2. Represent staff nurses on employer-wide staffing committee pursuant to Oregon staffing laws.
3. Provide data and information to the Association/RPMC Executive Task Force.
- . Have access to and be able to evaluate data related to the quality of nursing care, except statutorily protected confidential information.

Membership/Activities/Actions and Reporting.

1. There will be a chairperson and secretary elected by the members of the Committee.
2. There will be a management member of the Committee (6th member) appointed by Administration. Administration may appoint up to two (2) additional participants.
3. The chairpersons will prepare and distribute an agenda for each meeting.

4. The approved minutes of each meeting will be distributed to the Vice President for Nursing and to the Association-RRMC Task Force. PNCC activities will be reported to the bargaining unit members quarterly.
5. The five (5) formal PNCC members will receive straight time pay (normally two (2) hours) for attendance at PNCC meetings. The secretary will receive additional straight time pay when required to prepare minutes, reports, or correspondence (normally one (1) hour's pay).
6. A yearly calendar of activities consistent with the goals of the Committee will be developed.

15.2 Task Force.

A. Responsibilities. The parties reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and maintain professional standards, a task force will be established to examine nursing practice and staffing issues, including patient load, patient assignment, classification/acuity system, orientation, utilization of temporary nurses, nurse resource team, "short-hour" nurses, career ladder and clustering of units. RRMC and the Association will, upon request by the task force, supply records and information necessary to fulfill the task force's goal.

The task force will receive monthly meeting minutes from the PNCC, and will review and consider problems and recommendations from that Committee.

B. Membership. Association will appoint four members to the task force who will be employed by RRMC. RRMC hereby designates the Vice President for Nursing or his or her designee, and such other persons as may be designated by the Vice President for Nursing as its four (4) members of the task force. RRMC's Board of Directors will appoint one (1) board member to the task force. A representative of RRMC's Medical Staff will be a member of the task force.

C. Meetings. The task force will meet at least once a month, unless otherwise agreed by the Association and the Hospital, to accomplish its assignment. Four (4) nurse members will be paid (an estimated two (2) straight time hours per month) for attendance at task force meetings. The nurse preparing the meeting agenda will also receive straight time pay and the nurse preparing the meeting minutes will also receive straight time pay, each estimated to be one (1) hour's pay. Minutes for each meeting will be prepared and furnished to RRMC, the Association, and members of the task force.

D. Actions. If, after exploring alternatives, mutual agreement upon a solution acceptable to the Association and RRMC members of the task force is reached, such will be implemented by RRMC.

15.3 Labor-Management Committee. The Labor-Management Committee is an advisory committee created to provide a forum for regular ongoing communication between the ONA and Hospital administration regarding issues of mutual interest. This Committee shall meet a minimum of six (6) times during the course of the calendar year. Meeting dates and times will be established by the Committee to best accommodate work schedules of Committee members.

The Labor-Management Committee shall discuss new or existing work rules, policies, and other non-contractual issues as a means to minimize these issues and create an atmosphere conducive to positive resolution and cooperation.

This Committee is not intended to replace the collective bargaining process or the grievance procedure that is outlined in Article 17 of this Agreement. The Committee, however, may discuss Hospital practices or policies which have led to grievances. No individual employee grievance or contract language changes will be discussed. It is expected that increased communication between Hospital representatives and ONA representatives will reduce the necessity for formal grievances. The Labor-Management Committee has not been created to replace other Hospital committees, but rather to address non-contractual issues related to policy application and general working conditions, RN concerns, and morale.

The Hospital will select three members, of which one shall be a Patient Care Services representative. The ONA Committee membership shall consist of the ONA Field Representative and three nurses to be selected by the bargaining unit. The Labor-Management Committee is considered a Hospital committee and employees will be paid for time spent in Committee meetings.

15.4 Hospital Nurse Staffing Committee. The Nurse Staffing Committee shall be composed of nurse managers and bedside registered nurses, including at least one (1) direct care registered nurse from each unit or specialty area as defined by the Hospital, to be selected by the direct care registered nurses for those units or specialty areas, and include one (1) member appointed by the PNCC and one (1) member appointed by the Association. Pursuant to current Oregon staffing laws, the Committee shall have as its primary goal the provision of safe patient care, and adequate nurse staffing; and the development, monitoring, evaluation, and modification of the staffing plan for nursing services. The staffing plan will be based on:

1. Patient acuity, intensity, and census, with the ultimate goal of safe, quality care;
2. National specialty standards and guidelines and other Hospital comparative data); and
3. Patient outcome indicators, including but not limited to American Nurses

Association quality indicators and ONA staffing and documentation request data.

Bedside nurse members will be released from duty for Committee meetings as well as subcommittee meetings and other duties related to Committee work as requested by the Committee. Alternate members will be released from duty when replacing a regular member. Nurse members and alternates will be paid their hourly wage, plus appropriate differentials, for time spent in the above Committee activities. Association members who oversee the selection of the registered nurse members and alternates will also be entitled to be paid for hours spent in activities requested by the Committee. In the event the provisions of the current Oregon staffing laws are changed, the provisions of this Article will be deemed modified in accordance with such changes.

15.5 Unit Scheduling Committees

It is the responsibility of each nursing unit to turn in a balanced schedule and staffing plan. Each unit shall elect a scheduling committee bi-annually. This unit committee will work collaboratively with the unit manager to develop consensus on protocols, communications, guidelines, and rules to accomplish a balanced staffing plan. The house-wide Staffing Committee representative shall coordinate and communicate with each unit scheduling committee on the unit he or she represents, as requested. Each unit committee will consider bedside hours, acuity, intensity, and case mix index for the unit. The unit committee, in collaboration with the unit manager, will also develop consensus on equitable floating, MCO, and ETO guidelines. All recommendations and/or guidelines of the unit committee shall be approved by a majority vote of RNs on the unit. All recommendations shall be consistent with the ONA-RRMC collective bargaining agreement, and with the procedures and protocols of the house-wide Staffing Committee. The unit committee shall report findings and recommendations annually to the house-wide Staffing Committee.

Each nursing unit scheduling committee will review its unit level staffing, to include:

- a. Accurate description of how individual and aggregate patient needs and requirements for nurse care are used to staff the unit.
- b. A system for recognizing differences in acuteness of patients, except in those units where national standards exist and are being utilized.
- c. A description of the specialized qualifications and competencies of the nursing staff on the unit and how this is related to the staffing plan.
- d. A description of how the skill mix and competency qualifications ensure that nursing care needs of all the patients on the unit are met.
- e. Consistency with nationally recognized, evidence-based standards in the specialty. The requirement here is to determine if the unit level plan is below, at, or above the national standards from specialty nursing organizations. Wherever

the unit level staffing plan falls below national standards, an explanation must be provided for that level.

- f. A description of the minimum number of registered nursing staff personnel required on a specified shift, with no fewer than one (1) RN and one (1) other nursing care staff person on duty in a unit when a patient is present.
- g. Identification of criteria that a direct care registered nurse would use to indicate the inability to meet patient care needs or where a risk of harm would exist if patients were admitted to the unit.
- h. Description of a process for reporting (verbal and written) when safe patient care does not occur. This will include notification of the Clinical Manager/House Supervisor and response to these concerns.
- i. Description of an annual quality evaluation process to determine whether the staffing plan is accurately reflecting patient needs over time.

Nurse members of the unit scheduling committee shall be paid for all approved committee work time. Nurse members will work collaboratively with nursing management on all issues. In case of dispute(s) about MCO, float, staffing, ETO guidelines, or scheduling issues that cannot be resolved at the unit level by unit RNs and the manager, the Vice President for Nursing or designee will mediate in an attempt to resolve the issue. If the dispute(s) cannot be resolved at this step, the final decision will be made by a majority vote of the house-wide Staffing Committee. Any violations of this procedure will be resolved through the Article 17 grievance process.

ARTICLE 16 - EMPLOYMENT STATUS

16.1 Resignation Notice. A nurse will give RRMC written notice not less than two (2) weeks prior to the time of intended resignation.

16.2 Notice of Involuntary Termination. RRMC will give a nurse who has completed the new hire/probationary period not less than two (2) weeks' notice of

termination, or pay in lieu thereof, unless the nurse is terminated for matters which constitute a violation of professional nursing ethics, scope of practice, or gross misconduct. In such cases, there would be no two (2) week notice of termination or pay in lieu thereof, and to the extent allowed by law, RRM C would be entitled to set off against any accrued benefits or wages an amount equal to the damages sustained by RRM C as a result of the nurse's conduct.

16.3 Discipline. A nurse may be disciplined only for just cause. A nurse, who in the nurse's opinion has been disciplined without just cause, may present the matter for settlement under the grievance procedure. Nurses who are absent from work without authorization are subject to discipline, including discharge. RRM C will not impose discipline suspensions of more than three (3) days. Suspensions for investigation of incidents which do not lead to a disciplinary suspension or termination will be paid time. All discipline documents will be clearly labeled as such, and dated, and will be invalid after one (1) year (except to show RN knowledge of a rule or policy). All discipline documents are subject to the grievance and arbitration procedure.

RRM C will not impose discipline based solely on data obtained from random systems audits or electronic nurse locator or tracking devices without separate and independent investigation of the facts.

Extreme proven dishonesty, patient abuse or endangerment, or violence, when the behavior is akin to criminal offense, at an Asante affiliate of RRM C resulting in discharge, may constitute just cause for dismissal from RRM C as well. The Grievance and Arbitration Procedures of this Agreement apply to such situations.

The Vice President for Nursing will review and analyze all corrective actions before any Hospital report to the Board of Nursing, which shall include providing the affected RN an opportunity for input before such a report is made.

16.4 Personnel Files. Nurses will have access to their personnel files in accordance with Oregon Revised Statute 652.750(2)(3). No written notice of discipline or evaluation

will be placed in a nurse's personnel file or any anecdotal file without a copy first having been given to the nurse.

16.5 Coaching. Coaching (discussions or discussion notes about RPMC policy or performance expectations) will not be used for or considered discipline subject to the grievance or arbitration process, and will likewise not be considered to be any step of the progressive discipline process, or referred to as such by RPMC. Examples of inappropriate coaching documents: Any coaching documentation which is disciplinary in nature, which is prepared without appropriate investigation (which will always include, and may appropriately be limited to, a direct conversation with the affected RN), or which is pre-written prior to the direct conversation. These discussions or notes will solely and exclusively be used by RPMC to show that prior communications about RPMC policy and performance expectations have taken place, and to show RN awareness of the same.

RPMC clinical managers may or may not prepare documentation of coaching sessions, after the coaching discussion has occurred. If such documentation is prepared, such discussion notes will be provided to the RN in question within seven (7) calendar days of the discussion or later, as mutually agreed with the clinical manager and nurse. Space will be provided on the discussion notes for the nurse's response, which will be due within seven (7) calendar days of receipt. These seven (7) day periods will be suspended during any period when the nurse or the clinical manager is absent from work due to illness, approved leave, etc., or if there is mutual agreement to do so between the nurse and clinical manager.

Coaching Guidelines:

- Coaching is a problem-solving process focused on improving performance.
- Coaching is a two-way communication. RNs should be given the opportunity to provide input.
- Clinical manager should investigate the facts prior to coaching unless the situation requires immediate action.
- The investigation can be personal observation by a supervisor or part of the coaching meeting itself.

- Clinical manager should coach as soon as possible after an event occurs which shows the need for coaching – normally within seven (7) days of the event.
- Coaching is not discipline, and should not be considered such by either the RN or clinical manager.

16.6 Evaluations. Evaluations will not be considered discipline, but will be subject to Articles 17 and 18 if disputed.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Time Limits Generally. All time limits in this Article will be Monday through Friday only and may be extended by mutual consent, confirmed in writing.

17.2 Grievance Defined. A grievance is a dispute arising out of the interpretation or application of this Agreement. Each grievance must identify the Articles and Sections of the contract which have allegedly been violated, specifically outline the facts and events on which it is based and the requested remedy. A grievance may be filed by the Association or a nurse under the following procedure regarding disputes which arise during the term of this employment agreement. A probationary new hire RN may use the grievance procedure to contest discipline, or other alleged contract violations, but will not be entitled to process a grievance to arbitration, or to continue a grievance on discipline post-termination.

17.3 Procedure for Processing Grievances. Except in unusual circumstances (for example, when a problem directly relates to a supervisor's perceived misconduct, when the supervisor has issued the discipline being grieved, or when it relates to an issue a supervisor has no involvement with or no authority over), an RN should present problems which may generate a grievance to his/her immediate supervisor for resolution before filing a formal grievance. The Association grievance officials will communicate this responsibility to all potential RN grievants. Grievances shall not be heard at Step 1 or Step 2 by any Hospital official who had a decision-making role with respect to the particular discipline being grieved. The parties recognize that it is best to fully resolve issues through such discussions whenever possible.

Informal fact-finding resolution of potential or actual grievances. Prior to the Step 1 hearing (or the Step 2 hearing with respect to grievance issues that may be presented initially at Step 2), the parties may choose to meet in a fact-finding meeting, and/or to determine possible resolution of a grievance. The same sort of meeting may occur with respect to an issue that may, but has not yet, given rise to the filing of a formal grievance. The Hospital will agree to suspend the ten (10) day grievance filing time restrictions (specified in the Step 1 procedures) when the ONA timely requests such a meeting on such an issue.

The Step 1 and Step 2 Hospital official's obligation is to take a fresh, unbiased look at all grievance issues, exercising neutrality and fairness. If a pre-hearing investigation of a fact or issue is deemed appropriate by such official, both management and the ONA will be asked about the fact or issue.

At either Step 1 or Step 2, the Hospital may conduct further factual investigation. When this occurs, the Association will be notified of the results, and be provided an opportunity for input, rebuttal, or challenge with respect to the newly discovered information before the Step 1 or Step 2 written decision is finalized.

Step 1: Vice President for Nursing RRMC. If a nurse or the Association decides that the problem should be treated as a grievance, the grievant and an Association representative will submit the grievance in writing to the supervisor, whom the nurse understands to be the "immediate supervisor" and the Vice President for Nursing RRM C or designee.

The nurse has ten (10) days from the date that he or she had knowledge of, or should have been aware of, a contract violation upon which the grievance is based, to file the grievance.

The immediate supervisor and the Vice President for Nursing RRM C or a designee, will meet with the grievant and Association representative within ten (10) days to hear the grievance. All filed grievances will receive a Step 1 hearing, with the Hospital reserving the right to question whether the matter is a

proper (for example, under Section 16.4) or timely grievance. A written response will be rendered to the grievant and the Association within ten (10) days.

Association grievances will be submitted within the times described above to the supervisor whom the nurse understood to be the immediate supervisor involved in the dispute with a copy to the Vice President for Nursing RPMC.

Step 2: Human Resources. If the nurse is dissatisfied with the response under Step 1, the grievance may be presented to the Chief People Officer or designee. The grievance, with a written outline detailing the matter, will be delivered or mailed to the Chief People Officer or designee within ten (10) days of the receipt of the “Step 1” response or within ten (10) days from the expiration of time allowed for response. The requested remedy will be added to the written grievance by the Association before submitting the grievance to the Chief People Officer. The Chief People Officer or designee and the same representative for Patient Care Services present at the “Step 1” hearing will meet with the grievant, local bargaining unit representative and Association representative within ten (10) days from the receipt of the grievance with remedy. Together, they will attempt to resolve the grievance. The Chief People Officer will render a written decision within ten (10) days from such a meeting.

When a nurse is terminated and presents a grievance of the matter to be considered, the grievance hearing may, at the discretion of the Association, be conducted at “Step 2”.

Either party may bring additional individuals (limited to Hospital employees or Association officials) to a Step 1 or Step 2 meeting whom either party believes may contribute to the investigation or resolution of the grievance, for example, witnesses, persons involved in making prior decisions with respect to the incident being grieved, etc. The parties will communicate in advance to identify the individuals who will attend such meetings. Association or management officials may also attend such meetings in order to learn how the grievance process works with mutual consent, including consent of the grievant.

Step 3: Arbitration. If the issue is not settled on the basis of the foregoing procedure, the Association may submit the issue to arbitration by notifying the other party in writing within ten (10) days from receipt of the written response in Step 2, or if the written response is not received within that time period, within ten (10) days from the expiration of time allocated in Step 2 for the response.

17.4 Resolution of Physician-RN Conflicts. The appropriate clinical manager will try to resolve professional or interpersonal conflicts between RNs and physicians in an amicable way.

ARTICLE 18 - ARBITRATION PROCEDURE

18.1 Selection of Arbitrator. RRMC and Association or their designees will meet as soon as possible after the grievance is submitted at Step 3 to select a mutually agreeable arbitrator. In the event RRMC and Association are unable to agree on the selection of a third party within ten (10) days from the date the grievance is tendered in Step 4, the Federal Mediation and Conciliation Service will be jointly requested to submit a list of seven proposed arbitrators. The Association and RRMC will each alternately strike from this list one name at a time until only one name remains on the list. The party striking first will be determined by the flip of a coin. The name of the arbitrator remaining on the list will be selected to arbitrate the matter.

18.2 Association and RRMC Responsibilities. The parties will stipulate to the arbitrator, whenever possible, the issue or issues to be decided. The parties will jointly request that the arbitrator render a written decision within thirty (30) days from the hearing. The expenses of the arbitration will be borne equally by both RRMC and the Association.

18.3 Authority of the Arbitrator. The jurisdiction of the arbitrator will be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement. The arbitrator will not have authority to modify, add to, alter or detract from provisions of this Agreement or to impose any obligation on Hospital or Association not expressly agreed to by the terms of this Agreement.

The decision or decisions of the arbitrator will be announced in writing to the parties and will be final and binding on both parties. It is further understood and agreed that the arbitrator's decision may provide retroactivity not to exceed thirty (30) days from the date of the initial filing of the grievance as, defined in this Article.

18.4 Arbitration of Discrimination Issues. In the event a grievance arises under Article 2 (Nondiscrimination), and such grievance is not resolved or otherwise terminated before arbitration, RRMC and Association will stipulate on the record that the arbitrator, in deciding the Article 17 issue, may apply settled law under the Oregon Discrimination Laws, Title VII of the Civil Rights Act of 1964, or the Civil Rights Act of 1886. It is the understanding that the settled law which will be applied by the arbitrator usually will be found in decisions of the Supreme Courts of the United States or the State of Oregon. Decisions of the Circuit Court of Appeals or the Oregon Court of Appeals will be utilized if the Supreme Courts have not decided the issue and there is no conflict in the decision of the Court of Appeals. In the event that an Article 17 issue is raised for the first time in the arbitration hearing, the parties agree to enter into the above stipulation without prejudice to the position of either or both that the issue should have been raised in the grievance procedure.

ARTICLE 19 - SEPARABILITY

In the event that any provision of this Agreement will at any time be declared invalid by any court or government agency of competent jurisdiction, such decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

ARTICLE 20 - DURATION

Except as otherwise provided, this Agreement will be effective from July 1, 2014 through June 30, 2017, and from year to year thereafter if no notice is served as hereinafter provided. If either party wishes to modify or terminate this Agreement, it will serve notice of such intention upon the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration or subsequent anniversary date.

IN WITNESS WHEREOF, RRMCC and Association have executed this Agreement as of July 1, 2014.

OREGON NURSES ASSOCIATION

By Carol Command RN
By Maia M. Barnes RN
By Jean Spiker RN
By D. B. RN
By Chris Gibson
By Ali
By Freddie G. Lett RN
By Brenda Johnson
By Pat O'Connell
By Shirley
By _____

ROGUE REGIONAL MEDICAL CENTER

By Greg Edwards
By Jo Lynn Wallace
By Jeannette Holmes
By Stephanie Rodriguez RN
By Kim Blackburn
By Tim Tice
By Reina Rye
By _____

EXHIBIT A - ECONOMICS

A.1 Future Gain share or Incentive Programs. Notwithstanding anything else specified in this Exhibit, the Hospital may implement any gainshare or incentive program above and beyond contract minimums during the contract term as long as the changes are implemented Hospital-wide, and the Hospital provides 30-day advance notice and opportunity for discussion/input to the Association.

A.2 Wages and Steps. The minimum base wages for nurses in the bargaining unit will be as specified on Exhibit D hereof.

A.3 Premiums.

	July 2014	July 2015	July 2016
Charge Nurse, Hospice Case	\$3.25/hr	\$3.35/hr	\$3.35/hr
Manager, Operating Room Team			
Leaders			
Preceptor/Mentor	\$1.40/hr	\$1.40/hr	\$1.40/hr

A.4 Certification Bonus. Each nursing unit will identify and publicize at least one preferred, not required, advanced certification. There will be no payment for multiple certifications or re-certifications.

RNs with certification(s) as described above will receive \$1.00 per hour certification differential (regular status and Code 3 RNs eligible). (To be increased to \$1.25/hr July 2016.)

A.5 Shift Differentials.

Days: No shift differential will be paid for hours worked between 7 A.M. and 3 P.M.

Evenings. A nurse will receive an evening shift differential of \$2.05/hr on all hours worked between 3 P.M. and 11 P.M.

Nights. A nurse will receive a night shift differential of \$4.50/hr on all hours worked between 11 P.M. and 7 A.M.

Consecutive Years Night Shift Work Enhanced Differential: Code 1 and Code 2 RNs with at least twelve (12) months of consecutive regularly scheduled night shift work (at least fifty percent (50%) of scheduled FTE hours on night shift) will receive 50¢ increase, applicable as long as RN stays regularly scheduled (fifty percent (50%) test) on night shift (\$5.00/hr total night shift premium):

Three (3) consecutive twelve (12) month periods regularly scheduled night shift – additional 35¢ (\$5.35/hr total night shift premium)

Five (5) consecutive twelve (12) month periods regularly scheduled night shift – additional 35¢ (\$5.70/hr total night shift premium)

All twelve (12) month periods will be evaluated four (4) times per year, on the first (1st) of January, April, July, and October of each year, with increases paid prospectively only.

A nurse who changes regular work shifts so as to lose the consecutive years night shift differential, but who returns to night shift for at least fifty percent (50%) of scheduled FTE hours within twelve (12) months, will again be eligible for the same level of consecutive years night shift differential and retain prior accrual credits toward the next consecutive years differential level, if applicable.

Weekends. The nurse will receive a weekend differential of \$1.70/hr. The “weekend” is from 11:00 P.M. Friday to 11:00 P.M. Sunday.

An RN must work at least one (1) hour in a differential period to be eligible for the shift differential specified in Exhibit A.5.

A.6 Grandfathered Differentials. The Hospital presently pays differentials to certain nurses for working in the ICU/CCU area (29¢/hour) and for having a baccalaureate degree (9¢/hour).

- The ICU/CCU differential will continue to be paid unless the nurse transfers out of the ICU/CCU unit. This differential will not be paid to nurses hired or who transferred to the ICU/CCU after September 22, 1975.
- The baccalaureate degree differential will continue to be paid until the nurse terminates. The baccalaureate differential will not be paid to nurses hired after September 22, 1975.

A.7 Standby.

1. Standby Rotation and Pay. Nurses placed on standby will receive standby pay of \$5.00 an hour.

On units where standby is regularly scheduled as a normal part of staffing a unit on a 24/7 basis, RNs will receive \$5.00 an hour standby pay. The units to which this standby pay applies are as follows:

- Operating Room
- PACU
- Endoscopy
- Cath Lab
- Other nursing units which schedule standby on a similar basis.

2. When Standby Obligation Exists. An RN will have no duty to be on standby (whether scheduled in advance or in an MCO situation) unless the nurse is specifically told to be on standby. The nurse will also have a standby obligation only for the hours he or she is specifically told to be on standby. For

example, if an RN is told to be on standby for the first four (4) hours of a scheduled shift in an MCO situation, the nurse does not have an obligation to be on standby or be available to return to work after the expiration of that four (4) hours, absent a call back within that four (4) hours, or an extension of the standby during that four (4) hours. Extensions of a four (4) hour standby will always be made for the entire remainder of the scheduled shift.

3. Callbacks to Work. After being placed on standby, the RN will only be required to report to work if called during standby hours. If an RN is placed on MCO standby, and then prior to the originally scheduled start time of the shift is called to report to work, he or she will receive straight time pay for third (3rd) and subsequent hours actually worked (absent overtime being required by some other provision of this Agreement), and will be paid at time and one-half (1-½) for the first two (2) hours of work. If an RN is called back to work during standby hours (again in an MCO situation), the RN will receive time and one-half (1-½) for all hours worked during the standby time (with a two (2) hour minimum), and otherwise will receive straight time pay (absent overtime being required by some other part of this Agreement).

Callback from a scheduled standby will be paid at one and one-half (1-½) time for all hours actually worked.

Each time a nurse on standby is called to the Hospital, the nurse will be paid for the time worked but in no event for less than two (2) hours at the applicable rate. Standby pay will continue during time worked while on standby status. Callback pay will include evening, night and weekend differentials.

4. Scheduled Voluntary and Required Standby. Required standby is scheduled standby, that is, not MCO type standby. RRMC will:

1. First attempt to solicit volunteers for such scheduled standby.
2. In situations where there are not enough volunteers for scheduled standby, RRMC may implement a fair rotational system for

distribution of required standby among the nurses in the involved work unit in inverse seniority order.

3. Mandatory standby will not be imposed unless other reasonable alternatives for adequate staffing are explored and are not successful for adequate staffing. Such reasonable alternatives include volunteers, floating employees from other units, utilizing available Code 3 employees, etc.
4. Prior to any imposition of mandatory standby system in a unit, the Hospital will discuss the situation with the Association and attempt to resolve problems in advance.
5. After twenty-five (25) years of service in any RPMC job category (from date of hire) mandatory standby will not be required.

5. **Staffing and Mandatory Standby.** Mandatory standby is not intended to substitute for adequate staffing of nursing units. The parties agree that long term, continuous mandatory standby needs to be addressed through staffing adjustments. The Hospital accepts its responsibility to determine staffing contingency requirements and the exact nature and length of standby time.

6. **Grandfathered Surgery Standby Differential.** The Hospital pays a differential of 29¢/hour to nurses who were employed on or before September 1, 1975, and who were taking standby and call in surgery. These nurses will continue to receive the differential until they transfer out of surgery or terminate. All nurses hired to work in surgery after September 22, 1975, or who transfer to surgery after September 22, 1975, will not receive the 29¢/hour differential. No other above contract wage rates will be required to be paid to RNs under this contract.

7. **Standby After 1:00 a.m. for Day Shift Employees.** When a nurse works at the Hospital while on standby after 1:00 a.m., the nurse will be given the opportunity to decline to work all or part of his or her regularly scheduled shift on that same day. Example: Nurse's regular start time is 8:00 a.m. The nurse is called back from standby and works from midnight to 2:00 a.m. The nurse can

either decline to work the scheduled shift or return to work at 10:00 a.m. Under no circumstances may a nurse be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period, absent instituting the disaster protocol.

In addition, an RN who does not work call hours after 1:00 a.m. still retains the right to ten (10) hours rest before reporting to work. Example: Nurse's regular start time is 6:00 a.m. Nurse works call hours 10:00 p.m. to midnight the day before. The nurse can report to work at 10:00 a.m.

A nurse exercising either the "1:00 a.m." or "10 hour rest" options must so inform the appropriate supervisor as soon as possible.

8. Mandatory Standby. Mandatory standby is any standby, other than MCO standby or required/scheduled standby, for which a nurse has not volunteered. A nurse placed on mandatory standby will receive compensation at the rate of standby (per Exhibit A.7.1 above), and will receive payment at one and one-half (1-½) times the hourly base rate for all hours worked while on standby, with at least a two (2) hour minimum. The Hospital will use its best efforts to give at least two hours advance notice of shift cancellation and standby status. If an RN is placed on mandatory standby, pursuant to a mandatory standby rotation list, within forty-eight (48) hours of the start time of the standby, the nurse will be paid double time if called back to work. In such situation, the RN placed on standby may agree with another nurse on the list to replace the nurse for such mandatory standby, and the double time rate will likewise apply if this nurse is actually called back to work. Alternatively, the RN may solicit a volunteer replacement nurse not on the list, who will be paid at the rate appropriate to that nurse if called back to work.

A.8 Transport Pay. Nurses on transport will receive an additional pay as follows: Neonatal or Maternal transport - \$150 transport pay plus straight time pay for all hours a nurse works on transport that would otherwise be part of the RN's regularly scheduled hours, and an overtime premium rate of one and one-half (1.5) times the RN's regular rate for all other transport hours. The Hospital will provide nurses who are members of the transport team an additional \$200,000 of accidental death and dismemberment

insurance coverage applicable to transport work. Each of these types of transport pay will apply regardless of whether or not the RN is called to transport duty from regular duty or from standby or off-duty time. An RN called to transport from on-duty time will be replaced on the unit if staffing allows.

If the Hospital requires uniforms for transport RNs, it shall provide up to two (2) uniforms per calendar year either free of charge or reimburse the RN for their cost.

A.9 Short-hour Nurses. Short-hour nurses will receive fifteen percent (15 %) above their base rate for each hour worked in lieu of all benefits provided full-time and part-time nurses under this contract. Any RN, regardless of status, who is eligible for benefits paid full- or part-time employees under this contract is not entitled to this fifteen percent (15%) payment.

A.10 Base Pay Wage and Step Increases. Nurses will be granted a base pay wage increase on their eligibility date provided the nurse's performance is satisfactory by meeting or exceeding performance standards. The times when nurses are eligible for pay increase will be computed as follows:

1. Annually on the nurse's continuous employment anniversary provided 1,500 compensable hours have been completed since the nurse's date of continuous employment or immediate prior continuous employment anniversary until the nurse has reached the top step. If on the above date 1,500 compensable hours have not been reached, advancement will be upon completion of 1,500 compensable hours.
2. The Step VIII rate is for all nurses who have been compensated at least 1,500 hours annually for at least ten (10) years. Otherwise, nurses will be eligible for the Step VIII rate after they have been compensated at least 1,500 hours annually for four (4) years following their Step VI increase. The Step IX rate is for all nurses who have been compensated at least 4,500 hours and three (3) years at Step VIII, whichever comes last. The Step X rate is for RNs who have been compensated at least 3,000 hours and two (2) years at Step IX, whichever comes last. The Step XI rate is for RNs who have worked at least

three (3) years at Step X and who have been compensated at least 4,500 hours at Step X, whichever comes last. The Step XII rate is for RNs who have worked three (3) years at Step XI and who have been compensated at least 4,500 hours at Step XI, whichever comes last. The Step XIII rate is for RNs who have worked three (3) years at Step XII and who have been compensated at least 4,500 hours at Step XII, whichever comes last.

Step	Eligibility	July 2013	July 2014	July 2015	July 2016
1 (I)		30.81	32.04	33.00	33.99
2 (II)	1 year and 1500 hours since previous RN anniversary	31.52	32.78	33.76	34.78
3 (III)	1 year and 1500 hours since previous RN anniversary	32.80	34.11	35.14	36.19
4 (IV)	1 year and 1500 hours since previous RN anniversary	34.02	35.38	36.44	37.54
5 (V)	1 year and 1500 hours since previous RN anniversary	35.27	36.68	37.78	38.91
6 (VI)	1 year and 1500 hours since previous RN anniversary	36.54	38.00	39.14	40.32
7 (VII)	1 year and 1500 hours since previous RN anniversary	39.28	40.85	42.08	43.34
8 (VIII)	3 years* and 4500 hours since change to Step 7	40.95	42.59	43.87	45.18
9 (IX)	3 years* and 4500 hours since change to Step 8	42.17	43.86	45.17	46.53
10 (X)	2 years* and 3000 hours since change to Step 9	42.99	44.71	46.05	47.43
11 (XI)	3 years* and 4500 hours since change to Step 10	44.51	46.29	47.68	49.11
12 (XII)	3 years* and 4500 hours since change to Step 11	46.29	48.14	49.59	51.07
13 (XIII)	3 years* and 4500 hours since change to Step 12	NA	49.68	51.17	52.71

A.11 Minimum Standards. The Association recognizes this contract to be the minimum standards of employment. This contract should not be construed to limit management's right to reward an individual nurse's performance or prior experience

over and above the prescribed conditions called for in this Agreement. In recognition of pending business developments, the Hospital may propose and/or implement above contract conditions for certain classifications or units, after discussions with the Association.

Recognizing that the minimum pay rates set forth in Exhibit E will be observed, the Hospital may implement a clinical ladder program to provide additional pay based on special nursing skills.

The parties commit to work together in the implementation of a clinical ladder program in consultation with other Hospital/ONA committees or officials.

A.12 Incentive Shifts.

1. There are currently two (2) levels of incentive pay for extra work.
2. Advanced Shift Incentive Seven (ASI-7) for sign-up for shifts of four (4) hours minimum length seven (7) days in advance. This ASI-7 incentive will continue when an RN works over scheduled shift hours.
3. Critical Needs Incentive Shifts ("CNI Shifts") for agreement to work extra shifts or above shift hours inside of seven (7) days.
4. ASI-7 shift payment is \$13.00/hr. CNI hours payment is \$9.00/hr.
5. ASI-7 applies to staffing vacancies which remain after the schedule has been posted as balanced and vacancies filled as much as possible.
6. ASI-7 Shifts can be less than a minimum of four (4) hours if approved by Clinical Manager. ASI-7 shifts may be posted in any department, including OR.
7. Nurses on ASI-7 or CNI Shifts will be designated for first call off before regularly scheduled RNs, and paid the shift incentive for all hours worked.

8. The goal of this incentive shift program is not to incentivize Code 1 or Code 2 RNs to drop below current FTE status. Except as provided in No. 17 below, any RN who drops below current (as of ratification) FTE status will be ineligible for either type of shift incentive for nine (9) months.
9. Except as provided otherwise in No. 17, only Code 1 and Code 2 RNs are eligible for these incentive payments, and only if they actually work (including MCO and ETO hours) their FTE status for the workweek in question, in addition to the ASI-7 or CNI hours.
10. No nurse who has been regularly scheduled to work the shift or hours in question as part of his or her FTEs, or who is on standby for the shift or hours, will be eligible for either type of incentive pay.
11. The ASI-7 and CNI payments are themselves premium rates, they are not part of the wage rate for calculation of overtime.
12. New graduates are eligible after completion of orientation.
13. Nurses on CNI Shifts shall also receive overtime and differentials to which they would otherwise be entitled.
14. These incentive shifts are paid for actual patient care hours only.
15. CNI hours will be paid for nurses working on extra shifts for which they have signed up, and for extra hours above their scheduled shifts.
16. Hours above a shift that are paid with an ASI-7 incentive will continue to be paid as an ASI-7 incentive.
17. Worked hours above a scheduled shift will be paid CNI, regardless of whether the shift is straight time or overtime, and regardless of whether the

nurse working the shift is Code 1, Code 2, or Code 3 (including reduced FTE RNs under No. 8 above).

18. ASI-7 shifts will be scheduled in an equitable rotation per unit based scheduling guidelines.

19. ASI-7 and CNI Shifts may ultimately be incorporated into shift bidding software.

The goals of this program are to incentive RNs to sign up in advance for vacancies in the schedule, to reduce the amount of time support staff spends trying to achieve adequate staff for last minute vacancies, to reduce travelers, to be a consistent and simple Hospital-wide system, to reward and recognize extra work by RNs, and to lower the stress levels of all staff, management and schedulers.

EXHIBIT B - OVERTIME CALCULATION RULES

(Please check the applicable option box(es) and obtain the required signatures at the bottom of this form. Forward completed form to Human Resources.)

8 & 80 HOUR RULE

1. I understand and agree to work under the 8 & 80 HOUR RULE for purposes of overtime pay calculations. Overtime will be paid for those hours worked in excess of eighty (80) hours in a fourteen (14) day work period and/or in excess of eight (8) hours in any work day. *

40 HOUR RULE

2. I understand that only those hours in excess of FORTY (40) HOURS in a seven (7) day period of time **will** be paid as overtime. This rule permits the scheduling and working of more than eight (8) hours in a work day without payment of overtime. **

EXTENDED SHIFT RULE

3. I understand and agree that, if I work EXTENDED SHIFTS (more than eight (8) hour shifts), I will be paid overtime on the basis of the 40 Hour Rule. The 40 Hour Rule states, in part, that only those hours in excess of forty (40) in a seven (7) day period of time** **will** be paid as overtime. In addition, the Medical Center will pay me (extended shift employee) overtime for additional hours worked in excess of my scheduled 10 or 12 hour shifts within 24 hours of my original start time on that shift.

IN ADDITION TO SELECTING ONE OF THE THREE OPTIONS LISTED ABOVE, YOU MAY ALSO WANT TO SELECT THE FOLLOWING WAIVER:

4. If RPMC requires you to work 5 consecutive full shifts (12 hours) or 6 consecutive full shifts (8 or 10 hours), the consecutive days thereafter will be paid as overtime, if the hours are not already subject to overtime payment. However, this provision can be waived by checking this box. If you check this box, RPMC will apply your straight time rate, if you work the above number of days in a row.

5. I understand the position I have accepted is exempt from overtime under the wage & hour law.

6. I agree to waive the payment of overtime when I work the weekends.

7. I understand that I am working an alternate workweek.

My workweek begins on

_____ at 7:00 a.m. and continues for a seven (7) day period ending on

_____ at 7:00 a.m. (RNs only within guidelines of ONA contract.)

Employee Signature

Supervisor/Department Head

Date

Date

Print Name_____

Effective Date_____

Social Security Number_____

(Pay Period Ending)_____

Note: * Each pay period normally begins at 7:00 a.m. on Sunday of each week and continues for fourteen (14) days.

** A seven (7) day period is normally 7:00 a.m. on Sunday of each week and continues for seven (7) days.

EXHIBIT C - HOSPICE AGREEMENT

- 1)** Full-time/part-time field staff nurses will be paid the amount of the cell phone contract up to \$40.00 per month. On-call nurses will be paid the amount of the cell phone contract up to \$30.00 per month. Cell phone reimbursement for field staff no longer applies if alternate communications technology is developed, in which case reimbursement for such alternate communications technology will be negotiated, if necessary, during the contract term.
- 2)** The evening shift premium will begin at 6:00 p.m.
- 3)** A full-time Assessment Nurse works nine (9) to ten (10) on-call shifts per pay period.
- 4)** A part-time Assessment Nurse works five (5) to eight (8) shifts per pay period.
- 5)** Assessment pager time pay will be paid at \$10.90 per hour
- 6)** For the purpose of calculating benefit eligibility, each on-call shift will equal one standard eight (8) hour shift. Hours worked during the standby shift will not accrue additional benefit hours. In prorating benefits for part-time Assessment RNs, regular hours worked outside of the on-call shift will accrue additional benefit hours according to the ONA contract. For each on-call shift worked per pay period, ETO and EST will be accrued according to the full-time benefit as outlined in the ONA contract. When paying ETO or EST, the employee will receive standard wage for the benefit used.

EXHIBIT D – WAGE RATES

July 2014 – June 2017

Job Code 531 Wage Rates

Effective	Current	Jul-14	Jul-15	Jul-16
Step I	30.81	32.04	33.00	33.99
Step II	31.52	32.78	33.76	34.78
Step III	32.80	34.11	35.14	36.19
Step IV	34.02	35.38	36.44	37.54
Step V	35.27	36.68	37.78	38.91
Step VI	36.54	38.00	39.14	40.32
Step VII	39.28	40.85	42.08	43.34
Step VIII	40.95	42.59	43.87	45.18
Step IX	42.17	43.86	45.17	46.53
Step X	42.99	44.71	46.05	47.43
Step XI	44.51	46.29	47.68	49.11
Step XII	46.29	48.14	49.59	51.07
Step XIII	NA	49.68	51.17	52.71

Effective dates indicate first full pay period of month listed.

July 2014 = 4% increase

July 2015 = 3% increase

July 2016 = 3% increase

EXHIBIT E – OREGON NURSE STAFFING LAW

441.160 “Hospital” defined for ORS 441.162 to 441.170. As used in ORS 441.162 to 441.170, “hospital” includes a hospital as described in ORS 442.015 and an acute inpatient care facility as defined in ORS 442.470. [2001 c.609 §1]

Note: 441.160 to 441.192 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 441 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

441.162 Written staffing plan for nursing services.

(1) A hospital shall be responsible for the implementation of a written hospital-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by a hospital staffing plan committee. To the extent possible, the committee shall:

(a) Include equal numbers of hospital nurse managers and direct care registered nurses;

(b) Include at least one direct care registered nurse from each hospital nurse specialty or unit, to be selected by direct care registered nurses from the particular specialty or unit. The hospital shall define its own specialties or units; and

(c) Have as its primary consideration the provision of safe patient care and an adequate nursing staff pursuant to ORS chapter 441.

(2) The hospital shall evaluate and monitor the staffing plan for effectiveness and revise the staffing plan as necessary as part of the hospital’s quality assurance process. The hospital shall maintain written documentation of these quality assurance activities.

(3) The written staffing plan shall:

(a) Be based on an accurate description of individual and aggregate patient needs and requirements for nursing care and include a periodic quality

evaluation process to determine whether the staffing plan is appropriately and accurately reflecting patient needs over time.

(b) Be based on the specialized qualifications and competencies of the nursing staff. The skill mix and the competency of the staff shall ensure that the nursing care needs of the patients are met and shall ensure patient safety.

(c) Be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations and recognize differences in patient acuteness.

(d) Establish minimum numbers of nursing staff including licensed practical nurses and certified nursing assistants required on specified shifts. At least one registered nurse and one other nursing staff member must be on duty in a unit when a patient is present.

(e) Include a formal process for evaluating and initiating limitations on admission or diversion of patients to another acute care facility when, in the judgment of the direct care registered nurse, there is an inability to meet patient care needs or a risk of harm to existing and new patients.

(4) The hospital shall maintain and post a list of on-call nursing staff or staffing agencies to provide replacement for nursing staff in the event of vacancies. The list of on-call nurses or agencies must be sufficient to provide replacement staff.

(5) (a) An employer may not impose upon unionized nursing staff any changes in wages, hours or other terms and conditions of employment pursuant to a staffing plan developed or modified under subsection (1) of this section unless the employer first provides notice to and, on request, bargains with the union as the exclusive collective bargaining representative of the nursing staff in the bargaining unit.

(b) A staffing plan developed or modified under subsection (1) of this section does not create, preempt or modify a collective bargaining agreement or require a union or employer to bargain over the staffing plan while a collective bargaining agreement is in effect. [2001 c.609 §2; 2005 c.665 §2]

Note: See note under 441.160.

441.164 Variances in staffing plan requirements. Upon request of a hospital, the Oregon Health Authority may grant variances in the written staffing plan requirements based on patient care needs or the nursing practices of the hospital. [2001 c.609 §3; 2009 c.595 §733]

Note: See note under 441.160.

441.166 Need for replacement staff. (1) When a hospital learns about the need for replacement staff, the hospital shall make every reasonable effort to obtain registered nurses, licensed practical nurses or certified nursing assistants for unfilled hours or shifts before requiring a registered nurse, licensed practical nurse or certified nursing assistant to work overtime.

(2) A hospital may not require a registered nurse, licensed practical nurse or certified nursing assistant to work:

(a) Beyond the agreed-upon shift;

(b) More than 48 hours in any hospital-defined work week; or

(c) More than 12 consecutive hours in a 24-hour time period, except that a hospital may require an additional hour of work beyond the 12 hours if:

(A) A staff vacancy for the next shift becomes known at the end of the current shift; or

(B) There is a potential harm to an assigned patient if the registered nurse, licensed practical nurse or certified nursing assistant leaves the assignment or transfers care to another.

- (3)
 - (a) Time spent in required meetings or receiving education or training shall be included as hours worked for purposes of subsection (2) of this section.
 - (b) Time spent on call but away from the premises of the employer may not be included as hours worked for purposes of subsection (2) of this section.
 - (c) Time spent on call or on standby when the registered nurse, licensed practical nurse or certified nursing assistant is required to be at the premises of the employer shall be included as hours worked for purposes of subsection (2) of this section.
- (4) The provisions of this section do not apply to nursing staff needs:
 - (a) In the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan;
 - (b) In emergency circumstances identified by the Oregon Health Authority by rule; or
 - (c) If a hospital has made reasonable efforts to contact all of the on-call nursing staff or staffing agencies on the list described in ORS 441.162 and is unable to obtain replacement staff in a timely manner. [2001 c.609 §4; 2005 c.665 §1; 2009 c.595 §734]

Note: See note under 441.160.

441.168 Leaving a patient care assignment. A registered nurse at a hospital may not place a patient at risk of harm by leaving a patient care assignment during an agreed upon shift or an agreed upon extended shift without authorization from the appropriate supervisory personnel. [2001 c.609 §5]

Note: See note under 441.160.

441.170 Civil penalties; suspension or revocation of license; rules; records; compliance audits.

(1) The Oregon Health Authority may impose civil penalties in the manner provided in ORS 183.745 or suspend or revoke a license of a hospital for a violation of any provision of ORS 441.162 or 441.166. The authority shall adopt by rule a schedule establishing the amount of civil penalty that may be imposed for any violation of ORS 441.162 or 441.166 when there is a reasonable belief that safe patient care has been or may be negatively impacted. A civil penalty imposed under this subsection may not exceed \$5,000. Each violation of a nursing staff plan shall be considered a separate violation. Any license that is suspended or revoked under this subsection shall be suspended or revoked as provided in ORS 441.030.

(2) The authority shall maintain for public inspection records of any civil penalties or license suspensions or revocations imposed on hospitals penalized under subsection (1) of this section.

(3) The authority shall conduct an annual random audit of not less than seven percent of all hospitals in this state solely to verify compliance with the requirements of ORS 441.162, 441.166 and 441.192. Surveys made by private accrediting organizations may not be used in lieu of the audit required under this subsection. The authority shall compile and maintain for public inspection an annual report of the audit conducted under this subsection.

(4) The costs of the audit required under subsection (3) of this section may be paid out of funds from licensing fees paid by hospitals under ORS 441.020. [2001 c.609 §6; 2009 c.595 §735]

Note: See note under 441.160.

441.172 Definitions for ORS 441.172 to 441.182. As used in ORS 441.172 to 441.182:

(1) “Affiliated hospital” means a hospital that has a business relationship with another hospital.

(2) “Hospital” means:

- (a) An acute inpatient care facility, as defined in ORS 442.470; or
- (b) A hospital as described in ORS 442.015.

(3) “Manager” means a person who:

- (a) Has authority to direct and control the work performance of nursing staff;
- (b) Has authority to take corrective action regarding a violation of law or a rule or a violation of professional standards of practice, about which a nursing staff has complained; or
- (c) Has been designated by a hospital to receive the notice described in ORS 441.174 (2).

(4) “Nursing staff” means a registered nurse, a licensed practical nurse, a nursing assistant or any other assistive nursing personnel.

(5) “Public body” has the meaning given that term in ORS 30.260.

(6) “Retaliatory action” means the discharge, suspension, demotion, harassment, denial of employment or promotion, or layoff of a nursing staff, or other adverse action taken against a nursing staff in the terms or conditions of employment of the nursing staff, as a result of filing a complaint. [2001 c.609 §9]

Note: See note under 441.160.

441.174 Retaliation prohibited.

(1) A hospital may not take retaliatory action against a nursing staff because the nursing staff:

- (a) Discloses or intends to disclose to a manager, a private accreditation organization or a public body an activity, policy or practice of the hospital or of a hospital that the nursing staff reasonably believes is in violation of law or a rule

or is a violation of professional standards of practice that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public;

(b) Provides information to or testifies before a private accreditation organization or a public body conducting an investigation, hearing or inquiry into an alleged violation of law or rule or into an activity, policy or practice that may be in violation of professional standards of practice by a hospital that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public;

(c) Objects to or refuses to participate in any activity, policy or practice of a hospital that the nursing staff reasonably believes is in violation of law or rule or is a violation of professional standards of practice that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public; or

(d) Participates in a committee or peer review process or files a report or a complaint that discusses allegations of unsafe, dangerous or potentially dangerous care.

(2) Except as provided in subsection (3) of this section, the protection against retaliatory action in subsection (1) of this section does not apply to a nursing staff, unless the nursing staff, before making a disclosure to a private accreditation organization or a public body as described in subsection (1)(a) of this section:

(a) Gives written notice to a manager of the hospital of the activity, policy, practice or violation of professional standards of practice that the nursing staff reasonably believes poses a risk to public health; and

(b) Provides the manager a reasonable opportunity to correct the activity, policy, practice or violation.

(3) A nursing staff is not required to comply with the provisions of subsection (2) of this section if the nursing staff:

(a) Is reasonably certain that the activity, policy, practice or violation is known to one or more managers of the hospital or an affiliated hospital and an emergency situation exists;

(b) Reasonably fears physical harm as a result of the disclosure; or

(c) Makes the disclosure to a private accreditation organization or a public body for the purpose of providing evidence of an activity, policy, practice or violation of a hospital or an affiliated hospital that the nursing staff reasonably believes is a crime. [2001 c.609 §10]

Note: See note under 441.160.

441.176 Remedies for retaliation.

(1) A nursing staff aggrieved by an act prohibited by ORS 441.174 may bring an action in circuit court of the county in which the hospital is located. All remedies available in a common law tort action are available to a nursing staff if the nursing staff prevails in an action brought under this subsection and are in addition to any remedies provided in subsection (2) of this section.

(2) In an action brought under subsection (1) of this section, a circuit court may do any of the following:

(a) Issue a temporary restraining order or a preliminary or permanent injunction to restrain a continued violation of ORS 441.174.

(b) Reinstate the nursing staff to the same or equivalent position that the nursing staff held before the retaliatory action.

(c) Reinstate full benefits and seniority rights to the nursing staff as if the nursing staff had continued in employment.

(d) Compensate the nursing staff for lost wages, benefits and other remuneration, including interest, as if the nursing staff had continued in employment.

(e) Order the hospital to pay reasonable litigation costs of the nursing staff, including reasonable expert witness fees and reasonable attorney fees.

(f) Award punitive damages as provided in ORS 31.730.

(3) Except as provided in subsection (4) of this section, in any action brought by a nursing staff under subsection (1) of this section, if the court finds that the nursing staff had no objectively reasonable basis for asserting the claim, the court may award costs, expert witness fees and reasonable attorney fees to the hospital.

(4) A nursing staff may not be assessed costs or fees under subsection (3) of this section if, upon exercising reasonable and diligent efforts after filing the action, the nursing staff moves to dismiss the action against the hospital after determining that no issue of law or fact exists that supports the action against the hospital. [2001 c.609 §11]

Note: See note under 441.160.

441.178 Unlawful employment practices; civil action for retaliation.

(1) A hospital that takes any retaliatory action described in ORS 441.174 against a nursing staff commits an unlawful employment practice.

(2) A nursing staff claiming to be aggrieved by an alleged violation of ORS 441.174 may file a complaint with the Commissioner of the Bureau of Labor and Industries in the manner provided by ORS 659A.820. Except for the provisions of ORS 659A.870, 659A.875, 659A.880 and 659A.885, violation of ORS 441.174 is subject to enforcement under ORS chapter 659A.

(3) Except as provided in subsection (4) of this section, a civil action under ORS 441.176 must be commenced within one year after the occurrence of the unlawful employment practice unless a complaint has been timely filed under ORS 659A.820.

(4) The nursing staff who has filed a complaint under ORS 659A.820 must commence a civil action under ORS 441.176 within 90 days after a 90-day notice is mailed to the nursing staff under this section.

(5) The commissioner shall issue a 90-day notice to the nursing staff:

(a) If the commissioner dismisses the complaint within one year after the filing of the complaint and the dismissal is for any reason other than the fact that a civil action has been filed.

(b) On or before the one-year anniversary of the filing of the complaint unless a 90-day notice has previously been issued under paragraph (a) of this subsection or the matter has been resolved by the execution of a settlement agreement.

(6) A 90-day notice under this section must be in writing and must notify the nursing staff that a civil action against the hospital under ORS 441.176 may be filed within 90 days after the date of mailing of the 90-day notice and that any right to bring a civil action against the hospital under ORS 441.176 will be lost if the action is not commenced within 90 days after the date of mailing of the 90-day notice.

(7) The remedies under this section and ORS 441.176 are supplemental and not mutually exclusive. [2001 c.609 §12; 2001 c.609 §12a]

Note: See note under 441.160.

441.180 Hospital posting of notice.

(1) A hospital shall post a notice summarizing the provisions of ORS 441.162, 441.166, 441.168, 441.174, 441.176, 441.178 and 441.192 in a conspicuous place on the

premises of the hospital. The notice must be posted where notices to employees and applicants for employment are customarily displayed.

(2) Any hospital that willfully violates this section is subject to a civil penalty not to exceed \$500. Civil penalties under this section shall be imposed by the Oregon Health Authority in the manner provided by ORS 183.745. [2001 c.609 §13; 2009 c.595 §736]

Note: See note under 441.160.

441.182 Rights, privileges or remedies of nursing staff.

(1) Except as provided in subsection (2) of this section, nothing in ORS 441.176 and 441.178 shall be deemed to diminish any rights, privileges or remedies of a nursing staff under federal or state law or regulation or under any collective bargaining agreement or employment contract.

(2) ORS 441.176 and 441.178 provide the only remedies under state law for a nursing staff for an alleged violation of ORS 441.174 committed by a hospital. [2001 c.609 §14]

Note: See note under 441.160.

441.192 Notice of employment outside of hospital.

(1) A hospital, as defined in ORS 441.172, may require a registered nurse who is receiving full employment benefits from the hospital to provide notice of any outside employment that may reasonably impede the ability of the nurse to fulfill the nurse's obligation to the hospital in providing nursing services to patients under the hospital's care.

(2) If a hospital determines that the outside employment causes a risk to patients receiving services in the hospital, the hospital may require the nurse to discontinue the outside employment.

(3) A hospital may not unreasonably restrict the outside employment of nurses and may restrict outside employment only if the hospital provides in writing to the nurse an explanation of the hospital's documentation that the outside employment creates a risk

to patients in the hospital. A nurse who does not discontinue outside employment if required by the hospital may be disciplined or terminated from employment by the hospital.

(4) A nurse who does not provide notice as required by a hospital pursuant to this section may be disciplined or terminated from employment by the hospital if the failure to provide notice creates a risk to a patient in the hospital. [2001 c.609 §18]

Note: See note under 441.160.

OREGON NURSES ASSOCIATION (ONA)
CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.
Thank you.

Your Name: _____

*I certify that I have received a copy of the ONA Collective
Bargaining Agreement with Rogue Regional Medical Center,
July 1, 2014 through June 30, 2017.*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____

