COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

ST. CHARLES HEALTH SYSTEM-, INC., dba PIONEER MEMORIAL HOSPITAL (PRINEVILLE)

May 1, 2011 through April 30, 2017
**St. Charles Health System Logo** – The St. Charles Health System color logo will be represented on the front cover of the Labor Agreement and on the back of the Labor Agreement in equal size and proportion to the Oregon Nurses Association logo. The Parties agree to work together on formatting the image prior to finalization of the final print.

**Inside Cover of Labor Agreement** – The St. Charles Health System’s Vision, Mission, and Values will be displayed on the inside cover of the Labor Agreement, on its own page, directly after the ONA Weingarten Rule page. The Vision, Mission, & Values page will be accompanied with the SCHS logo. The ONA’s Mission Statement will also be displayed on the inside cover of the Labor Agreement.
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PREAMBLE

THIS AGREEMENT is made and entered into by and between St. Charles Health System dba Pioneer Memorial Hospital, (1201 NE Elm Street, Prineville, Oregon) (hereinafter referred to as the "Hospital"), and the Oregon Nurses Association (hereinafter referred to as the "Association").

The purpose of this Agreement is to formalize a mutually agreed upon and understandable working relationship between the Hospital and the Registered Nurses which will facilitate the achievement of the mutual goal of providing improved patient care by establishing fair employment conditions and an orderly system of employer-employee relations based upon fairness with respect to wages, hours, general conditions of employment and communication. This will facilitate joint discussions and cooperative solutions of mutual problems by Hospital Administration and representatives of the Registered Nurses so as to serve the best interest of the patients of the community.

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit – The Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for the bargaining unit composed of all full time, part time and relief registered nurses who perform patient care services, including clinical coordinators employed by the Hospital at its Prineville, Oregon Hospital, excluding house supervisors, guards and supervisors as defined in the act and all other employees.

1.2 Membership – Membership in the Association shall not be required as a condition of employment. Nurses who are currently members of the Association will be required as a condition of continued employment during the term of this Agreement to either maintain their membership or contribute a sum equal to the Association fair share payment to Association. Bona fide religious objectors may contribute an amount equal to Association dues to a non-religious charity mutually agreed upon between the employee and Association. All nurses covered by this Agreement, after thirty (30) days
from the nurse's first day of work or the effective date of this Agreement, whichever is
later, as a condition of continued employment, either become a member of the
Association or make a monthly fair share payment.

1.2.1 Fair Share Payment – The monthly fair share payment shall be as
established by the Association, but in no event shall be greater than the monthly
dues paid by members of the Association. Fair share payment shall be made to
the Association.

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

ARTICLE 2 – ASSOCIATION

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

2.2 Bulletin Boards – The Hospital will provide two (2) centrally located
bulletin boards for exclusive use for Association business. One will be in the
medical/surgical report room and one will be in the OR break room out of sight of
patients and families.
2.3 **Bargaining Unit Rosters** – The Hospital will provide the Association and General Duty Unit Membership Chairperson, monthly, with a list of all new hires and terminations, including their names, addresses, RN license number, date of hire, position and status of employment, and rates of pay. The Hospital will provide the Association every three (3) months a complete list of the Bargaining unit membership, including names, addresses, telephone numbers, RN license number, and dates of hire.

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

2.5 **Orientation** – Hospital agrees to provide each new hire with a copy of this Agreement upon their employment, together with Association membership information and application forms as provided by the Association. The Association will provide sufficient copies of the Agreement for this purpose. The Hospital will pay for 50% of the cost of printing Agreements, up to a maximum of $2,500.

**ARTICLE 3 – RN DEFINITIONS**

3.1 **Full-Time RN** – Any nurse in a position which is regularly scheduled for forty (40) hours per week or eighty (80) hours per pay period. Nurses in positions which are regularly scheduled for thirty-six (36) hours in a week on twelve (12) hour shifts shall be considered full-time nurses.

3.2 **Part-Time RN** – Any nurse in a position that is regularly scheduled for less than forty (40) hours per week but more than ten (10) hours per week.

3.3 **Relief RN** – Any nurse in a relief position, utilized on an intermittent basis. Relief RNs must comply with the following requirements during the time the Relief nurse is actively employed by the Hospital:

3.3.1 **Minimum number of shifts** – A relief nurse must schedule him/herself for 108 hours every quarter. The 108 hours must meet the following weekend and holiday requirements.
3.3.1.1 Weekends – A relief nurse must schedule him/herself for 5 weekend shifts every quarter.

3.3.1.2 Holidays – A relief nurse must schedule him/herself for 1 summer holiday and 1 winter holiday. Summer and winter holidays defined for this section only are: Summer holidays - Memorial Day, July 4th, Labor Day. Winter holidays are: Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve, and New Year’s Day.

Relief nurses will be given shifts available for their sign up during the work schedule review process. In addition any shifts a relief nurse picks up after the posting of the work schedule will count towards the above requirements.

3.4 Casual RN – Any nurses in a casual position that is utilized to fill open shifts on an “as needed” basis. In order to retain their casual status they must work a minimum of 72 hours every 6 months, 24 of those hours being weekend hours. Casual RNs will be responsible for maintaining contact with the Hospital in order to maintain their position.

3.5 Temporary Position – A position having a duration of four (4) months or less. After four months, the Hospital will review the need for the position to determine if the temporary status should be continued for up to an additional four (4) two (2) months or if the position should be eliminated or posted as a regular position. A temporary position extension shall require mutual agreement between the Association and the Hospital. Temporary employees shall not be entitled to fringe benefits except as required by law, unless the RN filling the position was entitled to fringe benefits and was enrolled in them at the time he/she took the temporary position.

3.6 Clinical Coordinator – A nurse that coordinates the nurse provided services (i.e. provide technical expertise in a specific area, purchasing equipment, educational liaison for staff, coordination and integration of nursing’s clinical needs) for a direct patient care unit.
ARTICLE 4 – EQUAL EMPLOYMENT/NON DISCRIMINATION

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

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

ARTICLE 5 – EMPLOYMENT STATUS

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

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

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

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

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

5.1.5 Disciplinary Documentation – All disciplinary action shall be recorded in writing. The verbal warning is documented on the chronological form. More severe steps of discipline shall be documented in the personnel file. A copy of the discipline documentation shall be provided to the nurse receiving the discipline at the time it is administered.

5.1.6 Suspension Pending Investigation – A nurse may be suspended pending investigation in the event of an allegation of serious misconduct. The Hospital will notify the nurse of his or her right to consult with the Association. The Hospital will also forward the name of any nurse who is suspended to the Association when such suspension is initiated. The investigation will be concluded as soon as reasonably possible given the circumstances. Determination of the appropriate discipline in compliance with this article shall be made at the completion of the investigation. If the nurse is exonerated of misconduct, the nurse will be made whole for wages and benefits for the suspension period. If the nurse is discharged for just cause, the nurse will not receive pay or ETO/EIB accrual for the suspension period.

5.2 Introductory Nurses

5.2.1 Introductory Period – Nurses employed by the Hospital shall become regular employees after they have been continuously employed for a period of one hundred twenty (120) ninety (90) consecutive calendar days except that if a relief nurse has not worked a minimum of three hundred (300) hours during that ninety (90) one hundred twenty (120) day period, then the nurse’s introductory period shall continue until the three hundred (300) hours have been worked.
5.2.2 Introductory Discipline and Termination – Any nurse terminated during the introductory period shall be given the specific reasons therefore in writing and shall have been previously coached on their deficiencies, if reasonably possible. The standard for the discipline or discharge of an introductory period nurse is that such action shall not be arbitrary or capricious.

5.3 Chronological Records

5.3.1 Definition – Chronological records are maintained on the unit to document specific events or issues related to a nurse's performance. Entries are not considered discipline unless documented as a verbal warning under Disciplinary Documentation section.

5.3.2 Use – A chronological record that documents performance may result in an entry in the nurse's personnel evaluation or a disciplinary action. An evaluation or discipline will not be based on a chronological record that was purged before the evaluation or discipline was given.

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

5.3.4 Purging – Chronological records shall be purged from the nurse's records after one (1) year if there has been no repeat occurrence of a similar nature.

5.4 Resignation and Termination

5.4.1 Notice of Resignation – All regular nurses shall give the Hospital not less than fifteen (15) calendar days' notice of intended resignation but shall be allowed to continue on their regular job assignment unless otherwise agreed to by the nurse. Failure to give such notice shall constitute forfeiture of accrued fringe benefits otherwise payable upon termination at a rate of the difference between fifteen (15) working days and the number of working days of advance notice given at the nurse's regular rate of pay for his/her regular scheduled working day (8, 10, 12 hours).
5.4.2 Notice of Termination – The Hospital shall give regular nurses fifteen (15) calendar days' notice of the termination of their employment, or if less notice is given, the difference between fifteen (15) calendar days and the number of working days of advance notice shall be paid at the nurse's regular rate of pay for his/her regular scheduled working day (8, 10, 12 hours); provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for just cause.

5.4.3 Exit Interview – Each nurse who is terminating employment shall be offered an exit interview.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 Intent – It is the intent of the parties that grievances be adjusted informally wherever possible and at the first level of supervision. Both parties recognize the individual rights of employees to present grievances as provided for in section 9(a) of the National Labor Relations Act.

6.2 When Applicable – Whenever a nurse feels dissatisfied in connection with the interpretation and the application of the provisions of this Agreement, the nurse may present a grievance in accordance with the procedures set forth in this Article. A nurse past the initial introductory period who feels he/she has been suspended, disciplined or discharged without proper cause may invoke the grievance procedure. The sole exception for a nurse in the introductory period is to file a grievance in regards to a discrimination claim as covered in the EEO section of the agreement.

6.3 Grievance Procedure

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

Step Two  If the grievance is not settled in Step One, it may be appealed in writing by
the grievant, or with the grievant’s concurrence by the Association, to the
Nurse Executive within seven (7) calendar days from receipt of the written
decision referred to in Step One. The Nurse Executive or designee shall
meet with the Association Representative and the grievant within seven
(7) days of the receipt of the appeal and together they shall attempt to
resolve the grievance. The Nurse Executive or designee shall give a
written decision to the grievant, with a copy to the Association, within five
(5) calendar days after the meeting. If the parties are unable to resolve
the grievance within three (3) calendar days following receipt by the
Association of the written decision, the decision may be appealed in
writing by the grievant or the Association to the Hospital CEO within seven
(7) calendar days thereafter.

Step Three  The Hospital CEO shall meet with the grievant and the Association
Representative within seven (7) calendar days of the receipt of the appeal.
The Hospital CEO shall also review the case with the Unit manager/Nurse
Executive. The Hospital CEO or designee shall give a written decision to
the grievant and the Association Representative within seven (7) calendar
days after the meeting. The Association shall have fifteen (15) calendar
calendars from receipt of the written decision to refer the decision to step four.

Step Four  The System CEO/President or designee shall meet with the grievant and
the Association Representative within seven (7) calendar days of the
receipt of the appeal. The System CEO/President shall also review the
case with the Unit manager/Nurse Executive. The System CEO/President
or designee shall give a written decision to the grievant and the
Association Representative within seven (7) calendar days after the
meeting. The Association shall have fifteen (15) calendar days from
receipt of the written decision to refer the decision to Arbitration.

6.4 **Association Grievance** – Grievances filed affecting two (2) or more
employees and involving the interpretation and/or application of a provision of this
Agreement may be presented by the Association representative and will be filed at Step
Two of the grievance procedure subject to the initial fourteen (14) calendar day period
from the event constituting the grievance.

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

6.6 **Discharge Grievances** – All discharge grievances shall be referred
immediately to Step Three of the grievance procedure and shall be filed within seven
(7) days of the effective date of discharge.

6.7 **Arbitration Procedure**
   
   A. Within seven (7) calendar days following receipt of the
   Association’s notice of intent to arbitrate, the parties shall meet to try to mutually
   agree upon the selection of an arbitrator. If the parties cannot agree upon the
   selection of an arbitrator within the seven (7) day period, the parties agree to
   select an arbitrator from a list of at least five persons submitted by the Federal
   Mediation and Conciliation Service. A selection from the list shall be made within
   five (5) days of receipt of the list.

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

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

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

**ARTICLE 7 – HOURS OF WORK**

7.1 **Work Week** – The work week begins at 4:45 AM on Sunday and ends at 4:45 AM on the following Sunday.

7.2 **Work Day** – Each regular full-time and part-time bargaining unit position will have a designated basic workday, which will include one-half (1/2) hour meal period on the nurse’s own time when working a shift of 6 hours or longer.

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

7.4 **Shift Length Alternative** – Notwithstanding Sections 7.2 and 7.3 provisions, the Hospital and a nurse can agree that the nurse's position will be scheduled for two different standard shift durations. The nurse's starting and stopping times shall remain approximately the same as the original schedule of the position, with only sufficient alteration to accommodate the varying shift lengths of the new schedule. Either the Hospital or the nurse can withdraw agreement to the alternate schedule upon four (4) weeks' written notice prior to the posting of the work schedule, in which case the position reverts to the original designated workday and schedule. If the nurse vacates the position, it shall revert to its original designated basic workday and will not be posted
with different shift durations, unless the Hospital and Association agree to a position modification under the Alternate Work Schedule article.

7.5 Weekend Work – The hospital will in good faith make its' best effort to schedule nurses off every other weekend. The weekend shall be defined as the 48 hour period beginning with the Saturday day shift and ending with the Sunday night shift.

If a nurse is required to work three or more consecutive weekends the hours worked on the third weekend (or partial weekend) will be compensated at 1 ½. This provision does not apply when:

a) The nurse volunteers or requests to work the additional weekend(s) or
b) The excessive weekends resulted from a trade between nurses, or
c) The Nurse’s position is posted and agreed to by the nurse to work every weekend.

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

7.7 Rest and Meal Periods – One fifteen (15) minute paid rest period shall be allowed for each four (4) hour period of employment, and one thirty (30) minute meal period on the nurse’s own time.

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

For 8 hour shifts between the 3rd and 6th working hour or
For 8 – 9 hour shifts between the 3rd and 7th working hour
For 9 – 10 hour shifts between the 4th and 8th working hour
For 11–12 hour shifts between the 4th and 9th working hour

B. When possible meal breaks will be scheduled by mutual agreement; management reserves the right to assign break time.
C. All other provisions regarding meal and/or rest breaks contained in the labor contract, work instructions, or Bureau of Labor and Industries regulations will apply.

D. It is the intention of the Hospital to provide rest and meal breaks separate from each other. The option to combine one (1) rest break with the meal break will be allowed when mutually agreed upon. Patient care and unit staffing will be the primary consideration when combining one (1) rest break and the meal break. The combination of one rest break and meal break will be administered on a unit by unit and/or shift by shift basis.

7.8 **Work Schedule** – Work schedules shall be prepared for a four (4) week period and will be posted at least two (2) weeks before the start of the four (4) week schedule period. A full-time or part-time nurse will not be regularly scheduled to work different hours than established for the nurse’s position.

Once the initial schedule has been drafted, a needs list will be posted so nurses can sign up for additional shifts. Management and staffing will actively seek to fill the open shifts in a manner that minimizes overtime and premium pay. Preference for additional shifts will be given to nurses that will be at straight time. Any additional shifts that will put the nurse into overtime or premium must be approved by management. Nurses may only sign up for shifts in departments they are qualified and oriented to work in.

Nurses may trade shifts only with management (Department manager, CNO or management designee) approval. Trading of shifts that may result in overtime must have department manager or their designee’s approval.

After a schedule is posted, the Hospital and affected nurse will confer in an attempt to reach mutual agreement about any alteration of the nurse’s schedule, except under Low Census Call off (Article 11.11). If mutual agreement cannot be reached, consistent with the Hospital's current practice, a nurse’s schedule shall not be altered except in an emergency.
7.9 **Time Sheet Records** – A readily accessible record of a nurse's time worked on a daily and work period basis shall be available to the nurse on the nursing unit. A hard copy of the daily and work period record shall be readily available to the nurse.

7.10 **Report Pay** – Nurses who report to work as scheduled and who must leave because of Hospital’s decision shall be paid a minimum of two (2)four (4) hours report pay at the straight time rate. The nurse may be required to work the four (4) two (2)-hours. The nurse may elect to take the day off and forfeit pay.

The provisions of this section shall not apply if the lack of work is not within the control of the Nurse or if the Hospital makes a reasonable effort to notify the Nurse by telephone or by messenger not to report for work at least two (2) hours before his/her scheduled time to work. It shall be the responsibility of the Nurse to notify the Hospital of his/her current address and telephone number. Failure to do so shall preclude the Hospital from the notification requirements and the payment of the above minimum guarantee.

7.11 **Standby** – A nurse placed on standby by the hospital is required to be available to report to work within 45 minutes unless otherwise approved by the CNO or designee, except OR which will have their report time designated by the Department Head.

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

7.13 **Required Standby** – The Hospital will notify and bargain with the Association before either establishing a standby requirement in a unit where standby is not currently mandatory or changing the standby guidelines in a unit to increase the number of mandatory standby hours.
7.14 Extra Work Scheduling – The Hospital will do its best to post extra available work that has become available after the schedule has been posted in a unit. Priority will be given to regular full time and part time nurses who have been called off and need the additional hours to maintain their positioned hours, next to relief nurses who have not worked enough to meet their relief position requirements. The hospital will then give priority to nurses that would not be in overtime or premium pay status. The hospital agrees such extra work assignments shall not be used in lieu of posting new positions. Bargaining unit RNs will be awarded extra available shifts after the schedule has been posted prior to any non-bargaining unit RN up to one week prior to the start of the schedule period.

7.15 Consecutive Work Hour Limitation – Nurses shall not work more than sixteen (16) consecutive hours.

7.16 Floating – A nurse may volunteer to be temporarily assigned (floated) for his or her full or partial shift to another nursing unit. If there is no qualified volunteer and no reasonable alternative, a nurse may be required to float on an equitable rotational basis (between scheduled nurses within the unit).

If a nurse floats to a unit in which he/she has not worked or been oriented within six (6) months, and the nurse feels he/she is inadequately prepared for the initial assignment, the nurse and manager, or designee, will confer in good faith on a safe alternative to the initial assignment for the nurse on that unit. Although the nurse and manager must reach a reasonable mutual agreement on a safe alternative assignment performing registered nurse duties on that unit, the nurse shall not be required to assume primary responsibility for patients on that unit if he or she in his or her professional self-assessment does not feel competent to assume these responsibilities.

7.17 Return to Unit – A regularly scheduled nurse floated from his or her unit shall be the first considered to work in the nurse’s unit if work subsequently becomes available during the remainder of the shift provided replacement coverage is available.

ARTICLE 8 – COMPENSATION

ONA/Pioneer Medical Center (Prineville) 2011-2014 2014- Collective2017 Collective Bargaining Agreement
8.1 Annual Increase – Nurse will be evaluated once a year. The performance review will be on a calendar year cycle. On their
anniversary date. Annual increases will be based upon negotiated increases as set forth in Appendix A.

A nurse must receive an overall “meets expectation” rating on their annual review in order to receive an increase. In order for a nurse to move to the next “step” on their anniversary date, they must have been in their current step for 12 months and worked a minimum of 1000 cumulative hours since their last anniversary date step increase. Increases shall become effective at the beginning on the first payroll period following the anniversary date if the nurse meets the above criteria.

Increases will be implemented on May 1, 2014 in the amount of 2.25%; May 1, 2015 in the amount of 2.25%, and on May 1, 2016 in the amount of 2.25% as set forth in Appendix A. First year increases shall be implemented on either May 1, 2011 or the date of ratification, whichever occurs first. The third year increase of 1.5% shall be implemented on May 1, 2013 as set forth in Appendix B.

8.2 Appeal and Grievance – A Nurse that disputes their annual rating may utilize the appeal process to have their overall evaluation reviewed by the CNO. Such dispute is also subject to the grievance procedure as to whether the evaluation was made in good faith and based upon bona fide job performance issues.

8.3 Wage Scale – The nurse’s wage scale is based on established classifications in Appendix B. See Appendix B for current wage scale and increase amounts.

8.4 Scale Placement Upon Hiring – At the discretion of the hiring manager and Chief Nursing Officer, nurses first employed may be placed at the step reflective of the nurse’s relative experience, to a maximum of 7 years experience. Newly hired nurses can be placed at a higher step by the CNO after consultation with the PNCC. For the purpose of this initial step placement continuous recent experience shall be defined as clinical nursing experience in an acute care facility with no more than twelve (12) months since the last employment as a Registered Nurse in an acute care setting.
8.5 **Overtime** – Overtime will be paid at the rate of time and a half for all hours worked over 40 in a work week or over 12 in a day (8 hours for OR RNs who are scheduled for an 8 hour day).

There shall be no pyramiding or duplication of overtime pay. Whenever time and one half as premium or overtime is payable for hours worked under one provision of this Article, those hours will not be considered again for determination of premium or overtime pay under another category.

All overtime must be properly authorized by the employer.

8.6 **Holiday Pay** – The Hospital recognizes the following holidays. If a nurse is scheduled to work on any of the following holidays, he/she will be paid one and a half (1 ½) times his/her regular rate of pay for all time worked on such holiday.

- New Year’s Day
- July 4th
- Memorial Day
- Thanksgiving Day
- Labor Day
- Christmas Day

The observance of recognized holidays will begin at 2300 hours the day preceding the actual holiday, except that the observance of New Year’s Day and Christmas Day will begin on the evening shift of the day preceding the actual holiday and will continue until the end of the actual holiday.

When a nurse works any time on a holiday that otherwise would be paid at the overtime rate or a premium rate of other than time-and-one half (1 ½) premium described above, the nurse will receive two-and-one half (2 ½) times the normal rate of pay instead of the overtime or premium rate.

Holiday pay does not preclude the nurse from receiving overtime pay for hours worked beyond scheduled hours on a different day.

The hours worked during a recognized holiday are classified as premium pay and count toward overall worked hours. If total worked hours exceed forty hours (40) in a work week any hours over forty will be paid at one and a half (1 ½) times pay for that week.
8.7 Differentials – Differential compensation is paid to offset impact of working different shifts or assignments. Since the impact is the same for any nurse performing the function all differentials will be paid at a flat rate per hour with no relationship to a nurse’s base pay. Applicable differentials are set forth in Appendix A.

ARTICLE 9 – EARNED TIME OFF

9.1 General Provisions – In order to ensure each nurse the maximum flexibility of paid time off, the Hospital shall provide each nurse with the following Earned Time Off (ETO) benefit in lieu of any vacation, holiday, and sick leave benefits otherwise previously enjoyed.

9.2 Eligibility – All regular part/full-time nurses are eligible to earn ETO. Relief nurses receive a wage differential in lieu of ETO and all other benefits.

9.3 Accrual Rates and Schedule – Earned time off will accrue from the beginning date of employment at the Hospital as noted below. ETO will be accrued on a bi-weekly basis. Accrual is based on benefit hours (all hours worked or paid, excluding standby hours, and including all regularly scheduled hours called off, to a maximum 2,080 hours per year).

<table>
<thead>
<tr>
<th>YEARS OF EMPLOYMENT</th>
<th>EARNED LEAVE</th>
<th>ONE YEAR ACCRUAL</th>
<th>MAXIMUM ACCRUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3 years</td>
<td>.0923 hours</td>
<td>192 hours (24 days)</td>
<td>384 hours (48 days)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-9 years</td>
<td>.1115 hours</td>
<td>232 hours (29 days)</td>
<td>464 hours (58 days)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10+ years</td>
<td>.1385 hours</td>
<td>288 hours (36 days)</td>
<td>576 hours (72 days)</td>
</tr>
</tbody>
</table>

Based on a full-time 80 hour position.

9.4 Maximum Accruals – Nurses will not accrue ETO past their two year maximum accrual rate. Once a nurse reaches his/her two year maximum ETO amount
he/she will cease to continue to accrue ETO until his/her ETO amount falls below the maximum amount.

If the nurse has requested sufficient ETO that would have kept the nurse from reaching their maximum accrual within the six (6) months preceding their reaching the maximum accrual and it was denied, the nurse shall have an additional sixty (60) days in which to use their ETO. If within this additional 60 day period, the nurse is again denied their request to use their ETO, the nurse will be cashed out for all excess ETO over the maximum.

9.5 ETO Cashout — Once per calendar year, during the month of a nurse’s anniversary, he/she a nurse is eligible for an ETO cash out of up to eighty (80) hours of ETO, when the nurse has an accrued balance of at least one hundred ninety-two (192) hours. It will be the nurse’s responsibility to request this cash out once per calendar year, during the month of his/her anniversary.

9.6 Use of ETO — ETO accrued as of the most recently completed payroll period may be used in accordance with the provisions of this Article. ETO cannot be used in less than fifteen (15) minute increments.

9.7 ETO — shall be paid at the nurse’s regular rate of pay with applicable differentials defined as base wage plus certification and shift pay.

9.8 Requesting and Granting ETO — ETO must, except in unusual circumstances, be requested in writing in advance of the time off desired. Consistent with the Hospital’s responsibilities to provide adequate patient care, the Hospital will make a reasonable effort to approve the nurse’s request. Approval for scheduled time off can be cancelled if, after the approval was given, the nurse used so much ETO time that the nurse will not have sufficient ETO time for the scheduled time off.

9.9 Prime Time Vacation — Prime time is defined as the time period beginning on Memorial Day and through Labor Day. The following provisions will be applied by the Hospital in responding to requests for time off during prime time: During prime time, nurses are limited to requests of no more than two (2) weeks of ETO. Additional weeks can be granted at management’s discretion. For full time RNs, 2
weeks shall be defined as 6 shifts for 12 hour RNs, 8 shifts for 10 hour RNs, and 10 shifts for 8 hour RNs. This shall be prorated for part time RNs, to equal approximately 2 weeks of the part time nurses regular schedule.

9.10 Weekend Limitation – ETO request for scheduled weekends during prime time will be limited to no more than two (2). Additional weekends can be granted at management discretion.

9.11 Holidays – The Hospital will attempt to rotate holiday work. The Hospital will continue its practice of circulating request forms for the Christmas, Thanksgiving, and New Year’s holidays and rotating time off on those holidays unless the nurses in the unit agree on specific unit guidelines to an alternative holiday scheduling system. Any unit specific holiday scheduling guidelines are subject to management approval and review each year. For departments that are closed on a holiday the nurse will have the option to use full or partial ETO if it was their regularly scheduled day of work.

9.12 Low Census Optional Use – ETO may or may not be used, at the discretion of the nurse, to supplement loss of scheduled worked time because of low census.

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

9.14 Movement to a Relief Position – When a regular nurse transfers to a relief position, accrued but unused ETO hours will be paid to the nurse based on the nurses’ regular rate of pay (without regard to relief differentials) within twelve (12) months. Within twelve (12) months, the payout will be made in one or two pay periods, as requested by the nurse.

9.15 Extended Illness Bank (EIB)

9.15.1 Eligibility – All part-time/full-time nurses hired prior to ratification will have the option to remain in the EIB plan or switch to the new Short Term
Disability plan as outlined in Article 10. At the time of ratification a period will be designated to allow nurses to opt into the new short term disability plan effective June 1, 2011.

All nurses hired after the ratification of this agreement will not be eligible for EIB. In addition, nurses in a relief position after the ratification of this agreement transferring to a benefited position will be placed in the short term disability plan upon the effective date of their benefit activation. They will retain any accrued but unused EIB.

For those nurses who remain in the EIB program, EIB is accrued on a bi-weekly basis. Nurses may utilize their accrued EIB after completing the introductory period. Relief and temporary nurses do not accrue EIB. EIB is a non-vested benefit, which means there is no payment of EIB accrual upon termination of employment.

Nurses not electing to move into the STD plan will continue to accrue EIB. After initial open enrollment, nurses will only be eligible to move into the STD plan each subsequent year during open enrollment and such nurses will not be eligible to retain their EIB accounts if they elect to move into STD plan in subsequent years.

9.16 Use of Extended Illness Bank—EIB hours are intended to be used only in cases of extended illness, accident or an approved FMLA/OFLA leave. All use of EIB requires verification and reporting per SCHS requirements.

9.17 Use of ETO for Short Term Illness—A nurse who becomes ill/injured will be required to use ETO for hours they were scheduled to work and missed due to illness/injury during the elimination period. If the illness/injury results in the nurse qualifying for EIB or STD, the nurse must use ETO for the elimination period before EIB or STD benefits are eligible to be paid. ETO for such purposes will require the nurse to notify the Hospital in advance of the absence. Reasonable notification of illness shall normally be two (2) hours prior to the beginning of the scheduled shift. The Hospital reserves the right to request verification for use of ETO/EIB/STD beyond twenty-four (24) hours absence from consecutive scheduled shifts, and may require the nurse to report their continued absence according to SCHS guidelines.
9.18 Accrual—For those nurses who remain in EIB, the following schedule is used in accruing EIB:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Earned per Hour</th>
<th>Maximum Accrued per Year</th>
<th>Maximum Amount Banked</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>.0192</td>
<td>40 hours</td>
<td>1040 hours</td>
</tr>
</tbody>
</table>

9.19 Waiting Period—EIB hours can only be used after a nurse has been ill or disabled for three (3) consecutive working days or twenty-four (24) scheduled working hours, whichever comes first, or on the first day of hospitalization or surgery with anticipated recovery duration of seven (7) or more calendar days. For chronic conditions or any approved OFLA/FMLA intermittent leave, the nurse is required to satisfy the three-day waiting period only once during a calendar year.

When a relief nurse qualifies for use of EIB, the amount of time to be paid will be based on the nurse’s average daily hours calculated according to the average number of hours worked per pay period during the prior seven (7) pay periods.

9.20 Payment of EIB—EIB will be compensated at the nurse’s regular hourly rate of pay including all applicable differentials, defined as base wage plus certification and shift pay.

9.21 Use of EIB During ETO—If a nurse becomes ill during a period of previously scheduled ETO, the nurse may switch to benefits outlined under Articles 9 and 10. The hospital reserves the right to request a physician’s verification of illness or injury.

9.22 Use of EIB with Workers’ Compensation—Because workers’ compensation benefits are not subject to withholding taxes and are intended under state law to replace net pay, EIB is not used to supplement workers’ compensation benefits.

9.23 Payment of EIB Upon Termination—EIB hours are not eligible to be cashed out upon termination.
9.24 Upon Retirement—When a nurse will retire due to physical/mental disability, the disabled nurse can use the time in the EIB before retiring.

ARTICLE 10 – SHORT TERM DISABILITY (STD)

10.1 Eligibility – The Hospital will implement a new Short Term Disability (STD) plan for all benefit eligible nurses effective June 1, 2011. All nurses hired prior to ratification will have the option to remain in the EIB plan or switch to the new Short Term Disability plan as outlined in this article. All nurses hired after the ratification of this agreement will not be eligible for EIB.

If a current nurse elects to move into the STD plan, the nurse will be eligible to retain and use their EIB banks under the exiting EIB guidelines, but will no longer accrue EIB as of June 1, 2011. After initial enrollment, nurses will only be eligible to move into the STD each year during open enrollment, and such nurses will not be eligible to retain their EIB accounts when moving into STD.

10.2 Short term disability will have a seven (7) calendar day elimination period, unless the nurse is hospitalized twenty-four (24) hours or more (in which case benefits will begin immediately). Short term disability payments (for nurses with EIB) will not be paid until the nurse has exhausted his/her EIB. Benefits will be payable for up to thirteen (13) weeks, including the elimination period. Short term disability benefits will be paid as follows:

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Percentage of Weekly Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 months through 3 years of service</td>
<td>66.67%</td>
</tr>
<tr>
<td>4 years of service through 9 years of service</td>
<td>75%</td>
</tr>
<tr>
<td>10+ years of service</td>
<td>100%</td>
</tr>
</tbody>
</table>

ARTICLE 11 – LEAVES OF ABSENCE

11.1 General Provisions – Leaves of absence may be granted at the option of the Hospital for good cause shown when applied by the established process, as far in
advance of such requested leave as possible, specifying beginning and ending dates for such leave.

11.1.1 Non-Accrual of Service or Benefits – A nurse will not lose previously accrued benefits as provided in this Agreement to the extent protected by the law and/or the collective bargaining agreement, but will not accrue additional benefits during the term of a properly authorized leave of absence.

11.1.2 Use of ETO – Use of paid time off benefits (i.e., earned time off) must be used if allowed by law and will count as part of the leave. If paid time benefits are exhausted prior to the end of the leave, the balance of the leave shall be unpaid, unless otherwise approved by the CNO and Human Resources who shall have complete discretion.

11.2 Mandated Legal Leave – Leaves of absence mandated by law shall be granted accordingly. A leave of absence granted for annual military training duty, not to exceed two (2) weeks, shall not be charged as vacation time unless requested by the nurse.

11.3 Education Leave – Requests for educational leaves of absence professional development purposes will be considered by the administration.

11.4 Return From Leave

11.4.1 Thirty Days or Less – Nurses returning from an authorized leave of absence of thirty (30) calendar days or less; or protected leave as provided by law; shall be returned to their same position and shift of employment in accordance of applicable law, if such position still exists and the nurse was not subject to lay off/reduction in force.

11.4.2 More than Thirty Days – Nurses returning from an authorized leave of absence of more than thirty (30) days will be required to re-apply for the next available position if their position is no longer available. Nurses returning from a protected leave shall be returned to the same position and/or shift if still available in accordance with applicable law if such position still exists and the employee was not subject to lay off/reduction in force.
11.5 Absences With Pay

11.5.1 Bereavement – A regular full-time or regular part-time nurse who has a death in his/her immediate family, or immediate family of spouse or domestic partner (i.e., father, father-in-law, mother, mother-in-law, husband, wife, domestic partner, brother, sister, son, daughter, grandparent or grandchild) will be granted time off with pay for up to three (3) consecutive regularly scheduled workdays to attend the funeral. An additional two (2) days' paid leave may be granted when such death of an immediate family member requires travel of more than five hundred (500) miles one way distance to attend the funeral. Time off with pay up to one (1) regularly scheduled workday, with a limit of two (2) such leaves a year, shall be granted when there is a death of other relatives (aunts, uncles, cousins).

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

- They are not related by blood closer than would bar marriage in the state of Oregon (first cousins or nearer);
- Neither is legally married;
- They have continuously lived together as a family and shared a close personal relationship, which is exclusive and loving, for an extended period of time, and they intend to maintain that family and that relationship with each other for the rest of their lives;
- They have joint financial accounts and have agreed to be jointly responsible for each other's common welfare, including basic living expenses;
- They are the sole domestic partner of each other and have no other domestic partner; and
- They are both 18 years of age or over.
11.5.3 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 regular straight-time rate of pay for the scheduled workdays missed and the jury pay received, provided that the nurse has made arrangements with their 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. A nurse must report for work if jury service ends on any day in time to permit at least four (4) hours work in the balance of the nurse's normal workday, except that swing shift and night shift nurses will not be required to report for duty if they have served at least three (3) hours of jury duty that day.

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

ARTICLE 12 – SENIORITY/LAYOFF

12.1 Seniority – Seniority shall mean the length of continuous employment by the Hospital of a type covered by this Agreement. Seniority shall be accumulated for each regular nurse within the bargaining unit on the basis of years of service to the Hospital. Relief nurses shall accumulate seniority separately based upon hours worked. For the purpose of calculating seniority if a nurse moves to and from relief status, one (1) year of seniority shall equal two thousand eighty (2,080) hours of relief work.

12.2 Continuous Employment – Continuous employment includes the performance of all scheduled hours of work, including time off because of earned time off, and authorized leaves of absence. Nurses on approved unpaid leave of absence will not lose existing seniority but the nurse will not earn additional seniority while on unpaid leave unless required by law.

12.3 Loss of Seniority – Continuous employment that has been interrupted by the occurrence of the following:
1. Termination.

2. Layoff for lack of work which has continued for six (6) consecutive
   months.

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

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

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

12.4 Service Outside Bargaining Unit – A nurse who has accepted or
    accepts employment in a position outside the scope of this Agreement, without a break
    in Hospital service, and who is later employed by the Hospital as a regular nurse,
    without a break in Hospital service, will thereafter be credited with his/her previously
    accrued seniority as a nurse, his/her ETO accrual rate based upon total consecutive
    years of Hospital service, and no less than his/her previously existing wage step as a
    nurse. In addition, such nurse may utilize accrued bargaining unit seniority during the
    first six (6) months outside the bargaining unit for purposes of job bidding for any
    bargaining unit position, provided the nurse maintains Association membership during
    this period of time. Additionally, a nurse who accepts a special project non-bargaining
    unit position may be granted access to prior accrued bargaining unit seniority for
    purposes of job bidding for up to twelve (12) months after leaving the bargaining unit,
    provided that before the nurse leaves the bargaining unit, the Hospital and Association
    have reached mutual consent to that effect, and provided further that the nurse maintain
    Association membership while out of the bargaining unit.

12.5 Job Posting – The Hospital will post notice of all nursing job vacancies to
    be filled as vacancies occur, for a period of seven (7) business days, two (2) weeks.
    Position postings shall include required qualifications, unit, shift, hours, starting and
    stopping time and weekend obligation. Qualifications will be based on the requirements
    of the position and will not be developed in order to unfairly favor a particular applicant.
12.5.1 Posting of Temporary Positions – A temporary position must be posted for bidding if the Hospital can reasonably anticipate the vacancy lasting for at least thirty (30) days after the conclusion of the posting process. That posting process will not be unreasonably delayed. A notice of the availability of hours to be vacated by the nurse granted the temporary position shall be posted in the hospital for seven (7) calendar days. The posting shall include the anticipated duration of the replacement need. The senior nurse(s) in the unit who express an interest in working these hours will be given the first opportunity to be scheduled for such hours. If no qualified candidate applies from the unit, the most senior qualified nurse that applied will be given the temporary position.

12.6 Posting/Bidding Exceptions

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

12.6.2 Increase of Existing Position Hours – Unless the Hospital elects to use sections 11.5 or 11.7 of this Article, no vacancy will be deemed to have occurred if the Hospital, in its discretion and with the consent of the nurse, desires to increase the scheduled hours per week of a nurse by no more than one shift. Such hours will be posted in the unit involved for seven (7) calendar days. The qualified senior nurse applicant then employed in the unit and on the shift where such hours will be scheduled will be given the first opportunity for such hours.

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

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

12.7 Filling of Vacancies – If two (2) or more applicants meet the posted qualifications, the most senior shall receive the position unless the Hospital wishes to grant the position to a junior applicant who has substantively greater qualifications or ability. The determination of qualifications and ability shall not be arbitrary or capricious and will be based on factors that are capable of accurate comparative assessment.

Specifically, these factors include the following:

1. To override seniority, the magnitude of the necessary difference in the qualifications and ability of the applicants correlates with the magnitude of the difference in their seniority. In other words, a minor difference in seniority can be overridden by demonstrable and relevant differences in qualifications and ability. But a greater difference in seniority will require a more pronounced difference in the comparative qualifications or ability of the applicants in order to override seniority.

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

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

4. Because it is more difficult to determine and prove comparative qualifications and ability in the areas of interpersonal skills, decisions to override seniority will not generally be made solely on that basis.

However, as between qualified nurses applying for a position within their own unit (the general units together and the specialty units), the more senior nurse shall be awarded the position. Nurses shall be given preference over outside applicants for an open position, provided such nurses meet the posted qualifications. A nurse may be denied a position if on written corrective action status at the time of review of the application and award of the position. Documented verbal warnings may be considered in making the decision but shall not be the sole criteria. Every nurse shall receive consideration for promotional advancement.
12.8 Position Award and Assignment – Based upon the availability of qualified applicants as defined in 11.7, the Hospital shall make reasonable efforts to fill permanent vacancies within four (4) weeks from the date of initial posting. The Hospital will make a good faith effort to assign the nurse selected to his/her new position within four (4) weeks of selection. If necessary this may be extended to seven (7) weeks. Upon request, the selected nurse will be provided status reports at regular intervals. These time periods may be extended by mutual agreement between the nurse and hospital.

12.9 Applicant Notification – The Hospital shall make a reasonable effort to notify all applicants, regarding final disposition of the position opening, within two (2) weeks of the decision.

12.10 Low Census – In the event the Hospital must reduce the work force for a given unit or shift for a short-term staffing adjustment, the reduction shall occur in the following order: agency nurses, nurses working a shift at premium pay, nurses working a shift at overtime pay, traveler nurses, nurses working at PMH through the shared nursing pool, volunteers within the unit and/or shift affected, any regular full or part-time nurses who are working an extra shift above their positioned hours, relief nurses on a rotational basis, and then by a system of equitable rotation (see “Percentage of Call Off Hours Formula” below) among the regular full-time and regular part-time nurses (including regular nurses in temporary assignments specified in section 11.8 of this Article) based on hours called off from regularly scheduled shifts in the previous 30 day rolling calendar period, provided the nurses remaining on the unit and shift are qualified to perform the work to be done.

This provision applies to:

(1) Cancellations of a nurse’s scheduled shift, which shall be in compliance with the notice requirements of section 7.10, or

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

Percentage of Call Off Hours Formula:
1) Percentage of call off hours is calculated to reflect the relationship to the nurse’s positioned hours. The percentage will be calculated over a revolving 2-week period.

2) Percentage of call off = Total Call Off Hours During the Revolving 2-Week Period / Nurse’s positioned hours

3) The revolving 2-week period will encompass the previous work-week worked, plus the current week. Any days of the current week not yet worked will be considered full work-days.

4) When the difference of percentage of call off hours is greater than 8% the nurse with the greater percentage of call off hours will work.

5) When the difference of percentage of call off hours is less than or equal to 8% than the nurses can split the shift. The nurse with the greater percentage of call off hours will be given the choice of working the first or second half of the shift. When the percentage of call off hours is equal than the nurse with greater seniority will be given the choice of which half of the shift he/she will work.

The same system formula will be used when nurses are placed on standby due to low census.

Nurses placed on call off may be required to be on standby for all or part of their shift.

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

12.12 Layoff – In the event the Hospital must reduce the work force for a period of fourteen (14) continuous calendar days or more in a given unit, the Hospital shall institute a layoff in the reverse order of seniority, provided the nurses remaining on the unit are qualified to perform the work to be done. A laid-off nurse may request and shall be entitled to replace the most junior nurse in the Hospital, provided the laid-off nurse has greater seniority than such other nurse and is qualified to perform the work to be done, following a normal orientation.
11.12 Recall – Recall from such layoff will be in the reverse order of the layoff. There shall be no relief employees or any new hires employed while qualified laid-off regular nurses are immediately available.

ARTICLE 13 – HEALTH AND WELFARE

13.1 The Hospital will offer the St Charles Health System Caregiver Employee Benefit Plans, including the premium contributions offered under the agreement and subsequent changes then in effect between St. Charles – Bend and ONA to all benefit eligible nurses in accordance with the terms of the plan. In the event St Charles – Bend and ONA negotiate changes to such benefit plans, the changes shall be applicable to and binding upon, nurses covered under this agreement. For this Article 13, benefit eligible nurses are defined as all nurses positioned at a minimum of 20 (twenty) hours per week or 40 (forty) hours in a pay period. Effective June 1, 2011 Hospital will terminate the current ONA medical insurance plan, prescription plan, vision and dental coverage insurance program and will no longer offer those plans. On that date, eligible regular full-time and regular part-time nurses will be placed on the SCHS Employee Benefit plan. Subject to changes negotiated at Bend for ONA represented nurses, the Hospital shall contribute an amount no less than outlined in the schedule below for the cost of Hospital-provided group medical and dental insurance, including optical insurance and prescription benefits, for each regular full-time and regular part-time nurse and his/her dependents.

<table>
<thead>
<tr>
<th>EMPLOYMENT STATUS</th>
<th>HOSPITAL PORTION OF PREMIUM FOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NURSE</td>
</tr>
<tr>
<td>Full time</td>
<td>95%</td>
</tr>
<tr>
<td>60 hours per pay period to full time</td>
<td>95%</td>
</tr>
<tr>
<td>48 hours per pay period to 60 hours</td>
<td>70%</td>
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<tr>
<td>40 hours per pay period to 48 hours</td>
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</table>
## Caregiver Directed Health Plan

**Effective January 1, 2014 through December 31, 2015**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hospital Portion of Premium</th>
<th>Employee</th>
<th>Dependent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td></td>
<td>95%</td>
<td>85%</td>
</tr>
<tr>
<td>60 hours per pay period to full-time</td>
<td></td>
<td>95%</td>
<td>70%</td>
</tr>
<tr>
<td>48 hours per pay period to 59 hours</td>
<td></td>
<td>70%</td>
<td>50%</td>
</tr>
<tr>
<td>40 hours per pay period to 47 hours</td>
<td></td>
<td>60%</td>
<td>50%</td>
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</tbody>
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## Current PPO Plan

**Effective January 1, 2014 through December 31, 2014**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hospital Portion of Premium</th>
<th>Employee</th>
<th>Dependent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td></td>
<td>90%</td>
<td>80%</td>
</tr>
<tr>
<td>60 hours per pay period to full-time</td>
<td></td>
<td>90%</td>
<td>65%</td>
</tr>
<tr>
<td>48 hours per pay period to 59 hours</td>
<td></td>
<td>65%</td>
<td>45%</td>
</tr>
<tr>
<td>40 hours per pay period to 47 hours</td>
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<td>55%</td>
<td>45%</td>
</tr>
</tbody>
</table>

## New PPO Plan

**Effective January 1, 2015**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hospital Portion of Premium</th>
<th>Employee</th>
<th>Dependent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td></td>
<td>90%</td>
<td>80%</td>
</tr>
<tr>
<td>60 hours per pay period to full-time</td>
<td></td>
<td>90%</td>
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<tr>
<td>48 hours per pay period to 59 hours</td>
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<td>65%</td>
<td>45%</td>
</tr>
<tr>
<td>40 hours per pay period to 47 hours</td>
<td></td>
<td>55%</td>
<td>45%</td>
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</tbody>
</table>
13.2 If during the medical insurance benefit year, a nurse's position hours or
FTE changes, his/her status for the purposes of determining hospital premium portions
will be changed the first of the month following the change.

13.3 It is the responsibility of the individual nurse to know and meet the
appropriate enrollment dates. The Hospital agrees to adequately publicize such dates.

13.4 Any nurse, spouse, domestic partner or dependent who is enrolled in the
SCHS Medical Plan and that require hospitalization or outpatient treatment at the St.
Charles Health System owned facilities including the Labs and the Sleep Centers
(excluding clinics and co-pays) shall receive a twenty-five percent (25%) discount on the
charges remaining after application of all SCHS insurance benefits. The discount
applies to SCHS owned technical services only that are provided within the physical
location of the Bend, Redmond, Madras or Prineville facilities. This discount does not
apply to any professional services or services not covered by the plan. In the event St.
Charles – Bend and ONA negotiate changes and/or elimination of this discount, the
changes shall be applicable to, and binding upon, nurses covered under this
agreement.

13.5 Life Insurance and AD&D – The Hospital shall provide at no expense to
the nurse, a group life and accidental death and dismemberment (AD&D) insurance
policy for all benefit eligible nurses. Coverage will be equivalent to the nurse’s annual
base wage, as defined in the summary plan description, with a minimum of $35,000.

13.6 Long Term Disability – The Hospital shall provide the current SCHS
long-term disability program for benefit eligible nurses. Nurses will be eligible first of the
month coinciding with or next following 90 days of continuous employment. The
hospital will pay the full premiums for long term disability.

13.7 AirLink Membership – The Hospital shall provide all full time nurses and
their families paid AirLink memberships within one month of their date of hire. In
addition, part-time nurses are eligible for AirLink memberships pre-tax and through
payroll deduction. In the event of sale of AirLink, the parties will meet to discuss the cost
and/or availability of air ambulance coverage.
13.8 Employee Health Services – At the beginning of employment the Hospital shall arrange to provide any physical tests, examinations, and/or vaccinations as required to meet government, industry and hospital standards at no cost to the nurse.

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

Laboratory examinations and physical examinations, when indicated because of exposure to communicable diseases or due to work-related injury or illness, shall be provided by the Hospital at no cost to the nurse.

13.9 Retirement – Eligible nurses shall be covered under the terms and conditions of the Hospital’s retirement plan as outlined in the summary plan descriptions. After one (1) year of positioned employment, the Hospital will match the nurse’s contribution dollar for dollar, up to a maximum of six percent (6) per pay period for all nurses who are eligible under the plan document.

All funds contributed by the Hospital will be subject to the following vesting schedule. Eligible caregivers must complete 1,000 hours each calendar year in order to receive a year of vesting service.

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Vested percentage</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>0%</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
</tr>
<tr>
<td>3</td>
<td>50%</td>
</tr>
<tr>
<td>4</td>
<td>75%</td>
</tr>
<tr>
<td>5</td>
<td>100%</td>
</tr>
<tr>
<td>6 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

ARTICLE 14 – PROFESSIONAL DEVELOPMENT
14.1 Evaluations – The Hospital shall provide counseling and evaluations of the professional performance of each nurse covered by this Agreement not less than once per year. Nurses shall have the right to respond in writing to evaluations and have that response incorporated into the record.

14.2 In-Service Education

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

14.2.2 In-Service Requirement – Recommendations of the PMH PNCC as to in-service education programming and conference attendance will be given consideration.

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

14.4 Educational Development Fund – An educational development fund shall be established annually to provide for non-mandatory paid education leave (including paid time, tuition, and expenses).

14.4.1 Funding – Effective upon ratification, the annual contribution to the educational development fund shall be $12,000 annually and will be distributed on a calendar year basis. PNCC funds shall be eligible to reimburse nurses for advanced certification courses to obtain certification in OR, Critical Care, ED and Medical Surgical certifications and for other educational requests.
by the nurse, except for BSN or MSN, or OHSU MNE requests which are
provided for in Tuition Reimbursement article below. Designated certifications
eligible for reimbursement shall be jointly agreed to between PNCC committee
members and CNO.

14.4.2 Education Employment Obligation — A nurse must be employed
for one year to be eligible for PNCC or tuition reimbursement funds. A nurse who
has not completed one (1) year of consecutive employment shall, as a condition
to receiving fund monies, be required to sign a contract in the form specified by
the Hospital that the nurse will reimburse the Hospital for the fund monies
received, if the nurse terminates employment by resignation or discharge for just
cause within the first twelve (12) months of employment — The PMH PNCC shall
be kept informed of remaining educational funds available.

14.4.3 Fund Allocation — Fund allocation shall be by criteria jointly
developed between PMH PNCC and PMH nursing management.

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

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

14.6 Tuition and Related Expense Reimbursement — The Hospital shall fund
the tuition reimbursement fund each calendar year up to three two-thousand
($3,000,000) dollars to assist regular full time or part time nurses (not in corrective
action) in meeting the cost of tuition, books and associated expenses for classes that
are part of a program to obtain a BSN or MSN or MNE nursing degree specifically
attained that Oregon Health Sciences University. Management and PNCC will jointly set
the criteria to determine nurses that will be eligible for BSN or MSN or MNE reimbursement funds. No more than two (2) nurses per year will be eligible for tuition reimbursement up to one thousand dollars ($1,000) each in a calendar year. If funds are not exhausted in a calendar year there shall be no carryover of unused funds.

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

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

14.8 Float Assignment Orientation – Nurses assigned to a different unit, including floated and temporarily assigned nurses, will receive appropriate training, including but not limited to reasonable instruction in equipment or procedures with which the nurse is not familiar. As a normal practice, nurses shall be oriented to units prior to their being required to work those units. A nurse may request reorientation to any unit that the nurse will be assigned to float to, if the nurse has not worked in the unit within six (6) months and feels that reorientation is necessary.

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

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

ARTICLE 15 – PROFESSIONAL NURSING CARE COMMITTEE

15.1 Recognition and Composition – A professional nursing care committee shall be established at the Hospital, composed of four (4) nurses. The Committee members shall be elected by the registered nurse staff of the Hospital. Election rules should be set up to elect new members to include holdover member(s), and not more than two (2) representatives from each clinical area.

15.2 Committee Objectives – The objectives of the Committee shall be:

1. To consider constructively the practice of nursing, including utilization and staffing of registered nurses, and
2. To work constructively for the improvement of patient care and nursing practice.

15.3 Responsibility – The Hospital recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the Committee of action taken or under consideration within ten (10) working days. The Committee may request status reports on recommendations taken under consideration. Final disposition of recommendations taken under consideration shall be reported to the Committee when final action has been determined by the Hospital.
15.4 Staffing – The data and related issues about staffing, staffing incident reports, and patterns of staffing will be referred to the staffing committee.

ARTICLE 16 – LABOR MANAGEMENT COMMITTEE

Labor Management Committee. The Hospital and Association will establish and maintain a Labor Management Committee (LMC). The goal and purpose of the LMC will be to further foster a collaborative relationship between the parties. Issues discussed will represent issues of mutual concern involving labor relations. The parties will establish and maintain Ground Rules and Guidelines to be followed for conducting regular meeting.

The composition of the LMC is set in the Ground Rules and Guidelines. Up to four (4) ONA LMC members shall be compensated for their time spent in the general meeting up to a maximum of three (3) hours per meeting at the member’s regular straight time rate. The LMC will meet two (2) times per quarter or as otherwise mutually agreed. The hours compensated for LMC meetings will not count toward hours worked for purposes of calculating overtime and/or premium plus compensation.

ARTICLE 17 – SCOPE OF AGREEMENT

Agreement expressed herein in writing constitutes the entire Agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Association and any nurse covered by this Agreement and shall supersede all previous oral and written Agreements between the Hospital and the nurses or the Hospital and the Association. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only; no prior agreements, understandings, past practices, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the Parties, or the wages, hours and working conditions unless and until such Agreement, understandings, past practices, existing conditions, and prior agreements shall be reduced to writing and duly executed by both parties, subject to the date of this Agreement.
It is mutually understood that the Hospital must notify the Association if the Hospital intends to modify any mandatory term of employment. Negotiations shall commence on that specific change only, at the earliest possible, mutually agreeable time.

**ARTICLE 18 – MANAGEMENT RIGHTS**

The management of the hospital, and the direction of the work force, including the right to plan, direct and control its operation; to determine the means, methods, processes, materials and schedules of operations; to determine the location of its business; the right to contract and sub-contract for materials, supplies, services and equipment; to determine the continuance of its operation or operating departments; to establish and require employees to observe its rules and regulations; to hire, lay off or relieve employees from duties; and to suspend, demote, discipline and discharge employees for just cause, are the right solely of the Employer.

The foregoing enumeration of Employer’s rights shall not be deemed to exclude other rights of the Employer not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically limited by this Agreement.

**ARTICLE 19 – NO STRIKE/Lock OUT**

*No Strike, No Lockout.* In view of the importance of the operation of the Hospital's facilities to the community, the Hospital and the Association agree that there shall be no lockouts by the Hospital and no strikes or other interruptions of normal work, including sympathy strikes, by nurses or the Association during the term of this Agreement.

**ARTICLE 20 – SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
If a provision is found to be invalid then the parties shall meet to negotiate a replacement provision.

ARTICLE 21 – GENERAL PROVISIONS

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

21.2 Rest Rooms and Lockers – Rest rooms and lockers shall be provided by the Hospital.

ARTICLE 22 – DURATION AND TERMINATION

22.1 Duration – This Agreement shall be effective May 1, 2014, and shall remain in full force and effect through April 30, 2017, and shall continue in full force and effect from year to year thereafter unless either party gives notice.

22.2 Modification/Termination Notice – Either party may give notice in writing at least ninety (90) days prior to any expiration date or modification date of its desire to terminate or modify such Agreement. Whenever possible, notification shall include the substance of the modification and the proposed language with which such desired modifications are to be expressed. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of negotiations.

22.3 Mutual Reopener – This Agreement may be opened by mutual agreement of the parties at any time.

22.4 Letters of Agreement – All Letters of Agreement that do not have a specific expiration date attached to them are subject to renegotiation at the expiration of the contract at the request of either party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS Agreement this ______ day of __________, 2014.
OREGON NURSES ASSOCIATION  

ST. CHARLES HEALTH SYSTEM – PMH

_____________________________  ________________________________
Alison Hamway, James A Diegel, FACHEJeannie Gentry
Labor Relations Representative CEO & President

_____________________________  ________________________________
Mary PykeSheila Nichols, RN Katy Vitcovitch, Chad Davis
Sr. Vice President of Human Resources

_____________________________  ________________________________
Theresa WoodJen Wine, RN Christine GishRebecca Morgan,
Sr. Director of Human Resources CNO PMH

_____________________________  ________________________________
Jen Smith-WineRoxie Berthold, RN Karen McGuire, CNO PMHEllis

Heather Lytle, RN
Appendix A

Wage Scale

Upon ratification through April 30, 2013 wages:

Effective May 1, 2014 2.25% pay increase

<table>
<thead>
<tr>
<th>Step 1</th>
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<td>Step 23</td>
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</tbody>
</table>
1.5% cost of living adjustment effective May 1, 2013

Effective May 1, 2015 2.25% pay increase

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Step 1
Step 2
Step 3
Step 4
Step 5
Step 6
Step 7
Step 8
Step 9
Step 10
Step 11
Step 12
Step 13
Step 14
Step 15
Step 16
Step 17
Step 18
Step 19
Step 20
Step 21
Step 22
Step 23

Effective May 1, 2016 2.25% pay increase

Initial Placement

For the initial contract placement, a nurse will be placed into their step as agreed in negotiations.
Incumbent float nurses will have their float differential grandfathered into their initial wage.

**Night Differential**

$3.50 per hour for all hours worked on the night shift from 4:45 PM to 5:15 AM. (excluding day shift standard reporting time until 5:15pm). For Nurses working in the Emergency Department the hours listed in the preceding sentence shall be 5:45pm to 6:15am. For midday shifts, shift differential will be paid for hours worked after 4:45pm.

**Coordinator**

$1.80 per hour worked in the coordinator role.

**Weekend Differential**

$2.00 per hour for all hours worked during the weekend shifts.

**Preceptor Differential**

$1.25 per hour for all hours as the designated preceptor.

**Standby Differential**

OR nurses will receive $8.00 per hour for every hour they are on standby for the OR. If the nurse is called back to the location the standby differential will continue once the nurse reports for call back

All other nurses placed on standby will receive $5.00 per hour for every hour they are placed on standby. If the nurse is called back to the location the standby differential will continue once the nurse reports for call back.

**Call Back Pay**
The nurse will be paid time and a half (1 ½) at the nurse’s applicable base rate of pay for all hours worked on call back.

**Relief and Casual RN**

15% of the nurse’s base wage. This differential is in lieu of any other hospital benefits such as ETO, health and welfare, 403B etc.

**Certification Differential**

Nurses holding an approved Advanced Certification will be paid $1.00 per hour above the RN rate. An approved certification list shall be established by mutual agreement between the PNCC and the Nurse Executive or designee, and shall be updated on an annual basis. Certifications must be related to the practice of nursing within the Hospital.

**BSN**

Nurses with a BSN will receive $2.00 per hour in addition to the applicable base rate for every hour worked by the nurse.

**Extra Shift Differential**

At management’s discretion they may offer this differential to fill an open shift. Extra shift differential will be the nurse’s base wage at 1 ½ + $12.00 per hour worked.
LETTER OF AGREEMENT SHARED NURSING POOL (SNP) FOR ST. CHARLES MEDICAL CENTER - BEND, REDMOND AND PIONEER MEMORIAL HOSPITAL

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

Provisions in this LOA will only apply to the SNP.

The goals of the Shared Nursing Pool are:

• Provide opportunities for nurses to supplement periods of call off.

• Use nursing resources where needed in times of shortages.

• Allow nurses an opportunity to pick up additional shifts.

Definition of Terms:

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

Provisions of this LOA:

1. All participation in the SNP will be voluntary.

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

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

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

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

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

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

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

10. Nurses in relief positions other than their primary location will not be eligible to participate in the SNP unless they give up one of their other relief position(s).
11. Nurses on standby will not be eligible to accept an assignment in the SNP that will conflict with their standby hours.

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

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

Compensation

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

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

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

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

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

6. All other contractual premiums will not apply to hours worked in the SNP.
9.15 Letter of Agreement

Extended Illness Bank (EIB)

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

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

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

4. **9.15.1 Eligibility** – All part-time/full-time nurses hired prior to ratification will have the option to remain in the EIB plan or switch to the new Short Term Disability plan as outlined in Article 10. At the time of ratification a period will be designated to allow nurses to opt into the new short term disability plan effective June 1, 2011.

All nurses hired after the ratification of this agreement will not be eligible for EIB. In addition, nurses in a relief position after the ratification of this agreement transferring to a benefited position will be placed in the short term disability plan upon the effective date of their benefit activation. They will retain any accrued but unused EIB.

2.3. For those nurses who remain in the EIB program, EIB is accrued on a bi-weekly basis. Nurses may utilize their accrued EIB after completing the introductory period. Relief and temporary nurses do not accrue EIB. EIB is a non-vested benefit, which means there is no payment of EIB accrual upon termination of employment.

3.4. Nurses not electing to move into the STD plan will continue to accrue EIB.

After initial open enrollment, nurses will only be eligible to move into the STD plan each subsequent year during open enrollment and such nurses will not be eligible to retain their EIB accounts if they elect to move into STD plan in subsequent years.

9.16 Use of Extended Illness Bank – EIB hours are intended to be used only in cases of extended illness, accident or an approved FMLA/OFLA leave. All use of EIB requires verification and reporting per SCHS requirements.
9.17. Use of ETO for Short Term Illness – A nurse who becomes ill/injured will be required to use ETO for hours they were scheduled to work and missed due to illness/injury during the elimination period. If the illness/injury results in the nurse qualifying for EIB or STD, the nurse must use ETO for the elimination period before EIB or STD benefits are eligible to be paid. ETO for such purposes will require the nurse to notify the Hospital in advance of the absence. Reasonable notification of illness shall normally be two (2) hours prior to the beginning of the scheduled shift. The Hospital reserves the right to request verification for use of ETO/EIB/STD beyond twenty-four (24) hours absence from consecutive scheduled shifts, and may require the nurse to report their continued absence according to SCHS guidelines.

9.18. Accrual – For those nurses who remain in EIB, the following schedule is used in accruing EIB:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Earned per Hour</th>
<th>Maximum Accrued per Year</th>
<th>Maximum Amount Banked</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>.0192</td>
<td>40 hours</td>
<td>1041 hours</td>
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9.19. Waiting Period – EIB hours can only be used after a nurse has been ill or disabled for three (3) consecutive working days or twenty-four (24) scheduled working hours, whichever comes first, or on the first day of hospitalization or surgery with anticipated recovery duration of seven (7) or more calendar days. For chronic conditions or any approved OFLA/FMLA intermittent leave, the nurse is required to satisfy the three day waiting period only once during a calendar year.

9. When a relief nurse qualifies for use of EIB, the amount of time to be paid will be based on the nurse’s average daily hours calculated according to the average number of hours worked per pay period during the prior seven (7) pay periods.

9.20. Payment of EIB – EIB will be compensated at the nurse’s regular hourly rate of pay including all applicable differentials, defined as base wage plus certification and shift pay.
9.21  11. Use of EIB During ETO – If a nurse becomes ill during a period of previously scheduled ETO, the nurse may switch to benefits outlined under Articles 9 and 10. The hospital reserves the right to request a physician’s verification of illness or injury.

9.22  12. Use of EIB with Workers’ Compensation – Because workers’ compensation benefits are not subject to withholding taxes and are intended under state law to replace net pay, EIB is not used to supplement workers’ compensation benefits.

9.23  13. Payment of EIB Upon Termination – EIB hours are not eligible to be cashed out upon termination.

9.24  14. Upon Retirement – When a nurse will retire due to physical/mental disability, the disabled nurse can use the time in the EIB before retiring.

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

16. Investigatory Suspension -- If the nurse is discharged for just cause, the nurse will not EIB accrual for the suspension period.

OREGON NURSES ASSOCIATION     ST CHARLES HEALTH SYSTEM - Prineville

______________________________________________________
Alison Hamway                                   Jeanie Gentry
Labor Relations Representative                  CEO, St. Charles Health System - Prineville
LETTER OF AGREEMENT

Nurses in Scheduled Relief Positions as of April 21, 2011

St Charles Healthcare System—Prineville and the Oregon Nurses Association agree to the following provisions for nurses as of April 21, 2011 classified as “relief” but being regularly scheduled. Nurses in this category are:

   Carol Giles
   Kimberly Vanderford
   Mary Ann Queen
   Teresa Wood

The above nurses will be moved from a “relief” status to a part time status and will be eligible for the following benefits in lieu of continuing to receive the current 15% relief differential.

   a. ETO
   a. EIB
   b. Retirement benefits as outlined in the Summary Plan Description

Nurses hired after the date of ratification into a part time position that is not benefit eligible as defined in the Health and Welfare Article 13 will be provided the following benefits.

   a. ETO
   a. Retirement benefits as outlined in the Summary Plan Description

OREGON NURSES ASSOCIATION——ST. CHARLES HEALTH SYSTEM——PMH

______________________________________  ________________________________
Alison Hamway,                                         James A Diegel, FACHE
Labor Relations Representative                      CEO &President

ONA/Pioneer Medical Center (Prineville) 2011-2014 2014-2017 Collective Bargaining Agreement