PROFESSIONAL AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

ST. CHARLES HEALTH SYSTEM – REDMOND

December 1, 2019 – November 30, 2023
ONA’s purpose is to work for the improvement of health standards and the availability of health care services for all people, foster high standards of nursing, stimulate and promote the professional development of nurses, organize and represent the interests of RNs and advance their economic and general welfare.
Vision: Creating America’s Healthiest community, together

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

Values: Accountability, Caring, and Teamwork

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

THIS AGREEMENT is made and entered into by and between St. Charles Health System – Redmond, 1253 North Canal Boulevard, Redmond, Oregon, hereinafter referred to as the “Hospital,” and the Oregon Nurses Association (ONA), hereinafter referred to as the “Association.”

WITNESSETH

The intent of this Agreement is to formalize a mutually agreed upon and understandable working relationship between St. Charles Health System – Redmond and its registered professional nurses which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment, and communication, to the end that the dedicated common objective of superior patient care may be harmoniously obtained and consistently maintained.

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

ARTICLE 1 – RECOGNITION

1.1 The Hospital hereby recognizes the Association as the exclusive bargaining representative for all Registered Nurses employed by St. Charles Health System – Redmond in the capacity of staff nurses as defined in Article 5.5, excluding all administrative, supervisory and clerical personnel.

1.2 Upon completion of thirty (30) days of employment, each nurse covered by this Agreement shall, as a condition of employment, either join and maintain membership in the Oregon Nurses Association or pay to the Oregon Nurses Association a Fair Share equivalent in the same amount as regular dues.

A. Upon written request, on the Association form to be available at the Hospital, nurses may have regular monthly dues or Fair Share contributions deducted from their paychecks.
B. The amounts to be deducted shall be certified to the Hospital by the Executive Director of the Association, and the aggregate deduction shall be remitted monthly, together with an itemized statement to the Association.

C. The Association hereby agrees to hold the Hospital harmless from liability in the event that the Association commits an error resulting in an incorrect deduction by the Hospital.

D. Nurses employed by the Hospital who were not members of the Association at the time of contract ratification in 1983 will not be required to join the Association nor pay any fair share payments.

1.3 In order to safeguard the rights of non-Association Registered Nurses who belong to a recognized church or religious group which holds a bona fide tenet or teaching against membership or financial contribution to a labor organization, then such Registered Nurse shall be permitted to contribute his/her Fair Share to the St. Charles Health System Foundation and can designate their contributions towards a specific fund so long as this is allowed by the Foundation guidelines.

1.4 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 share 50% of the cost associated with publishing the labor agreement up to a cap of $2,500, which includes copies for the St. Charles-Redmond leadership team.

1.5 Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by Hospital for the purpose 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 Redmond Chief Nursing Officer or his/her
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 Redmond Chief
Nursing Officer 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-caregivers and shall not interfere with the work of
the caregivers.

1.6 The Hospital will provide bulletin board space in each nursing unit lounge or
utility room which the Association may utilize for Association business.

1.7 The Hospital shall provide the Association and unit chairperson monthly a list of
the nurses in the bargaining unit including names, addresses, phone numbers,
RN license number, dates of hire and membership or Fair Share status.

ARTICLE 2 – NON-DISCRIMINATION

2.1 The Hospital shall continue its present policy that age, sex, race, marital status,
color, national origin, creed, religion, gender identity, gender expression,
disability (provided that reasonable accommodation can be made), sexual
orientation or any other applicable federal or state law or statute prohibiting
discrimination, will not be considered in the hiring, placement, promotion, salary
determination, or any other terms of employment of nurses covered by this
Agreement.

2.2 The Hospital and Association agree that there shall be no discrimination against
any nurse on account of membership or non-membership in the Association or
other lawful activity on behalf of the Association, provided that it does not
interfere with normal hospital routine, the nurse’s duties, or those of other
hospital caregivers.
ARTICLE 3 – EARNED TIME OFF

3.1 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. ETO cannot be used to supplement additional non-scheduled workdays. In extenuating circumstances, time off without pay other than approved leaves of absence without pay may be requested up to forty-five (45) days in advance. If available, ETO will be used prior to leave without pay (LWOP). The leave time is subject to approval by the nurse’s supervisor/manager/director. When requests for scheduled unpaid time off conflict with staffing requirements on a unit, preference will be given to ETO requests over requests for time off without pay.

3.2 Earned Time Off will be accrued for each regular and part-time nurse on the basis of time scheduled to work, time worked, and time taken as ETO. Relief nurses will not earn ETO benefits while in a relief status. Nurses transferring from a relief position will have their original date of hire used as the ETO eligibility accrual date.

A. Nurses with less than four (4) years of continuous service shall be entitled to accrue ETO at the rate of 0.0923 hours for each hour scheduled, worked or paid for a maximum annual accrual of 192 hours (24 days) of ETO.

B. Nurses hired prior to January 1, 2011 and with four (4) years of continuous service, but less than ten (10) years, shall be entitled to accrue ETO at the rate of 0.11923 hours for each hour scheduled, worked or paid for a maximum annual accrual of 256 hours (32 days) of ETO. Nurses hired after January 1, 2011 and with four (4) years but less than ten (10) years of continuous service shall be entitled to accrue ETO at the rate of 0.1115 hours for each hour scheduled, worked or paid for a maximum annual accrual of 232 hours (29 days) of ETO.
C. Nurses with ten (10) or more years of continuous service shall be entitled to accrue ETO at the rate of 0.13846 hours for each hour scheduled, worked or paid for a maximum annual accrual of 288 hours (36 days) of ETO.

D. Only nurses hired prior to December 1, 2013, shall be entitled to accrue ETO at the rate of 0.154 hours for each hour scheduled, worked or paid for a maximum annual accrual of 320 hours (40 days) of ETO once they have reached fifteen (15) years of seniority in the Redmond ONA Bargaining Unit.

E. ETO will accrue for each participating nurse from their beginning date of employment and may be utilized during their introductory period with supervisor approval.

F. Nurses who are scheduled but not allowed to work their shift as the result of low census or other reasons will not lose ETO accrual for such hours not worked.

3.3 ETO will be accrued on a bi-weekly basis. Nurses may utilize their accrued ETO at any time after employment with supervisor approval. ETO shall be paid at the nurse’s regular rate of pay with applicable differentials defined as base wage plus certification and shift pay.

3.4 ETO will be scheduled in the normal manner for vacation and holidays with prior Hospital approval required.

3.5 All reasonable requests will be granted, with management approval, when they do not cause undue hardship on other nurses, overtime, or compromise ability to provide services. Managers will make every reasonable attempt to assist nurses to get their preferred vacation request.
Nurses may replace themselves utilizing part-time and/or relief nurses, provided
the relief staff agrees to meet their required hours in addition to the replacement
coverage and the replacement does not result in overtime or premium pay unless
approved by the manager.

3.6 **Prime Time Vacation.** During Memorial Day through Labor Day, a maximum
vacation period of one-and-one-half (1-1/2x) times the nurse’s two (2) week
regularly scheduled hours will be approved off as vacation. For example, a nurse
scheduled for eighty (80) hours in a two (2) week period would be allowed to take
up to one hundred twenty (120) hours of ETO during prime time; a forty-eight
(48) hour nurse in a two (2) week pay period would be allowed to take up to
seventy-two (72) hours of ETO during prime time.

3.7 All requests for ETO must be submitted on the appropriate request form. ETO
requests can be submitted up to twelve (12) months in advance and will be
approved or denied within two (2) weeks of submission to manager.

3.8 Nurses shall not allow more than two (2) years of Earned Time Off accrual. Once
a nurse reaches their two-year maximum ETO amount, they will cease to
continue to accrue ETO until his/her ETO amount falls below the maximum
amount. Once per calendar year, the 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 twelve (112) hours. It will be the nurse’s responsibility to request
this cash out once per calendar year.

3.9 Premium pay for one-and-one-half (1-1/2) times the nurse’s regular rate of pay
will be paid for time worked on the following holidays: New Year’s Day, Memorial
Day, July 4th, Labor Day, Thanksgiving and Christmas. For pay purposes,
Memorial Day, July 4th, Labor Day, and Thanksgiving will commence at 2300 the
night before the holiday and will conclude at 2259 the night of the holiday. For
Christmas and New Year’s, the holiday will commence at 1500 hours the day before the holiday and will conclude at 2259 hours on the day of the holiday.

**ARTICLE 4 – HOURS OF WORK**

4.1 The basic work period shall be forty (40) hours in a seven (7) day period, or eighty (80) hours in a fourteen (14) day period commencing Sunday 0300, or every other Sunday 0300 for the fourteen (14) day pay period.

4.2 The basic workday shall be eight (8), ten (10), or twelve (12) hours plus one-half (1/2) hour for lunch on the nurse’s own time, beginning at the time the nurse reports for duty and ending twenty-four (24) hours later.

4.3 Alternative work schedules for an individual nurse may occur with mutual agreement between the Hospital, the Association, and the affected nurse. If such an alternative schedule involves more than one nurse, such schedule shall first be offered to the most senior nurse desiring such schedule. Alternative work scheduled positions will be dissolved with the withdrawal of the work waiver from any party.

4.4 Overtime compensation will be paid at one-and-one-half (1-1/2) times the nurse’s straight time for all hours worked in excess of:

A. Forty (40) hours in a workweek, or eighty (80) hours in a pay period, depending on the nurse’s usual schedule.

B. Hours over a scheduled shift of eight (8) or more hours in a 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, those hours will not be considered again for determination of premium or overtime pay under another category.
Overtime compensation will be paid at one-and-one-half (1-1/2) times the nurse’s straight time for hours worked over a scheduled shift length of either eight (8) hours or greater and/or returning for a regularly scheduled shift after ten (10) hours or less off.

**Extra Shift Compensation.**

A. Time and one half (1-1/2) will be paid for working extra shifts over seventy-two (72) hours in a pay period. Nurses are eligible for the extra shift premium only if all scheduled hours in the pay period are worked or prescheduled ETO. For purposes of this article, low census call off by the Hospital will count as hours worked. Nurses who volunteer to work straight time when shifts are posted will be offered the work before a nurse offering to work at premium or overtime rates.

B. For weekend shifts (defined in A.10) worked in addition to the required contract weekend obligation or if the nurse agrees to work an unscheduled SCHS recognized holiday as defined by the contract, the nurse will be compensated at the rate of one and one half (1-1/2) times the nurse’s regular hourly rate of pay. Plus $12 per hour for each hour worked on that shift.

C. For weekend after hour on-call, where the nurse is called back and works eight (8) or more hours of the sixteen (16) hour period beginning at 1500 on Sunday, the nurse shall be paid one-and-one-half (1-1/2) times the nurse’s regular hourly rate for all hours worked on the following Monday.

D. At the Hospital’s discretion, time and one half (1-1/2) pay may be offered to any part-time eligible nurses who are asked by the Hospital to fill a “Saints” shift (two or more hours of work and be scheduled no more than 48 hours before the start of the identified shift). Nurses are eligible for this extra shift premium only if all scheduled hours in the pay period are worked or prescheduled ETO. For purposes of this article, low census call off by the
Hospital will count as hours worked. To be eligible, the nurse must not have reduced their scheduled hours at any time during the 180-day period immediately preceding the date of the Saints shift.

4.5 Work in excess of the basic workday or work week (to attend meetings, complete eLearnings, or other education) must be authorized in advance by the nurse’s management team. In the event of an emergency, the nurses will notify the management team as soon as possible.

4.6 Rest Periods.
A. One fifteen (15) minute rest period shall be allowed during each four (4) hour period of employment. Rest rooms and lockers shall be provided by Hospital.

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

C. When possible, meal breaks will be taken during the following working hours:
   1. For eight-hour shifts, between the third and sixth working hour;
   2. for nine-hour shifts, between the third and seventh working hour;
   3. for ten-hour shifts, between the fourth and eighth working hour;
   4. for twelve-hour shifts, between the fourth and ninth working hour.

4.7 Work schedules shall be prepared for a four-week (4) period and will be finalized two weeks before the start of the four-week (4) schedule. Once schedules have
been finalized, they are not subject to change unless the nurse desiring the change makes arrangements to trade shifts with another nurse who is qualified or finds his/her own replacement who is qualified. Changes to the posted schedule must be mutually approved in advance by management and the affected nurse. Schedule changes which result in overtime will not be approved. Any approved schedule changes will be updated by the staffing coordinator or department leadership team.

4.8 Redmond Hospital EXTRA WEEKEND shift times commence at 7 p.m. on Friday and end on 7:00 p.m. Sunday. This shift time pertains only to EXTRA WEEKEND SHIFTS. Regular weekend differential shift times are defined in Appendix A.10.

Nurses shall normally be scheduled for every other weekend off. Regular full-time and part-time nurses working three (3) or more weekends in a four-week (4) scheduling period shall receive compensation at the rate of time and one-half (1-1/2) times their regular rate of pay plus $12 per hour for hours worked. This provision shall not apply where the nurse requests to work such a schedule or if the consecutive weekends occur when nurses trade weekends or request their normal weekend off. Any non-premium weekend work arrangements shall be made by mutual agreement at the time of the nurse’s request. Nurses with twenty (20) complete years or more of continuous service to the Hospital may request to have weekends off. Nurses with ten (10) completed years or more of continuous service to the Hospital may request to be scheduled for only one (1) weekend during each four (4) week schedule cycle. Such requests shall be accommodated provided the staffing needs of the unit would be maintained. If extra weekends off are available, they will be offered in order of seniority.

4.9 Regular full-time nurses and regularly scheduled 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. Nurses are expected to accept work outside their “home” department according to the following criteria:
A. Float: Performs basic nursing skills from department list.

B. Secondary: Takes an assignment of less intensity. Does not function alone.

C. Primary: Takes an equal assignment. May function alone.

4.10 Nurses who are assigned to standing approved committees will be reimbursed by the Hospital on an hour-for-hour basis.

4.11 If a full-time nurse or part-time nurse wishes additional work that does not result in overtime, the nurse must notify the staffing office, in writing, requesting to be considered for additional work as it becomes available. Nurses requesting such additional work will normally be called in order of seniority and offered such work before the relief nurses are offered the available work.

4.12 Nurses who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any nursing work to which they may be assigned, provided the nurse has received proper orientation to that unit, or elect to take the day off without pay. When the Hospital is unable to utilize such nurse, the nurse shall be paid an amount equivalent to four (4) hours times the straight-time hourly rate, plus applicable shift differential; provided, however, that nurses scheduled to work less than four (4) hours on such date shall be paid for their regularly scheduled number of hours of work.

The provisions of this section shall not apply if the lack of work is not within the control of the Hospital or if the Hospital makes a reasonable effort to notify the nurse by telephone not to report to work at least one-and one-half (1-1/2) hours before the scheduled time to work. It shall be the responsibility of nurses to notify the Hospital of their current addresses and telephone numbers.
4.13 Nurses who are placed on standby for call back to work shall be compensated for hours worked at the rate of one-and-one-half (1-1/2) times the nurse’s regular hourly rate inclusive of differentials, if applicable. If the nurse is called back to work from standby, the nurse shall be paid for a minimum of two (2) hours.

4.14 Nurses will not be regularly scheduled to work different shifts (day, evening, and night shifts) unless there is mutual agreement between the nurse and the manager.

4.15 For the purpose of managing staffing on a daily basis, outside of nurses’ regular schedules, availability for straight-time hours will be managed as follows:

A. When work is available, it will be granted to the most senior nurse in the following order:
   1. Nurse called off for any of their regular hours;
   2. Part time nurses seeking additional hours at straight time;
   3. Relief nurses.

B. The nurse has the responsibility to notify the staffing office of availability as follows:
   1. By no later than the first day of each pay period the nurse will update the staffing office of specific department, days, shifts and hours of availability. If the nurse’s availability changes during this time, they must notify staffing as soon as possible.

C. After a nurse has been called off, the nurse may add themselves to the availability list at any time during the posted schedule.
4.16 If a nurse is working extended hours and requests to be replaced during the shift or for the next shift, reasonable efforts will be made to accommodate such request.

ARTICLE 5 – EMPLOYMENT STATUS

5.1 The Hospital shall have the right to hire, promote, transfer and layoff nurses and to discipline, suspend and discharge nurses for proper cause. The Hospital shall forewarn any nurse of possible disciplinary action in order that the nurse may request a representative to accompany them to the disciplinary meeting.

5.2 Introductory Employment Period: A nurse employed by the Hospital shall become a regular nursing employee following ninety (90) calendar days of continuous employment, except that if a relief nurse has not worked a minimum of three hundred (300) hours during that ninety (90) day period, then the nurse’s initial employment period shall continue until the three hundred (300) hours have been worked.

5.3 The Hospital may terminate the employment relationship with a nurse in the introductory period at any time. Nurses in the introductory period do not have access to the grievance and/or arbitration articles (Articles 10 and 11) in cases of discipline or discharge but may access either Article for other issues.

5.4 Any nurse who feels they have been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under the grievance procedure. Any nurse terminated shall be given the specific reasons therefore in writing. The nurse shall previously have been counseled on any deficiencies or have been terminated for cause according to the progressive discipline policy.

A disciplinary warning shall not be considered in subsequent disciplinary activity if there has been at least a one (1) year period since the last disciplinary action of
a related nature unless the prior disciplinary warning relates to sexual
harassment, bullying, creation of a hostile work environment, work place violence
or the creation of a significant patient safety event. A nurse may be suspended
pending investigation in the event of an allegation of serious misconduct. St.
Charles Redmond will notify the nurse of their right to consult with the
Association. St. Charles Redmond will also forward to the Association the name
of any nurse who is suspended 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 or given a verbal or written corrective action, the nurse
will be made whole for wages and benefits for the suspension period. If the nurse
is suspended or discharged for just cause, the nurse will not receive pay or ETO
accrual for the suspension period. If the nurse is given a final written warning, the
investigatory suspension may or may not be paid, depending on the severity of
misconduct.

5.5 **Nurse:** A Registered Nurse currently licensed to practice professional nursing in
Oregon.

**Full-Time Nurse:** Any nurse in a position that is a 0.9 or greater full-time
equivalent (FTE).

**Part-Time Nurse:** Any nurse in a position that is a 0.25-0.89 full-time equivalent
(FTE).

**Relief Nurse:** Any nurse who works on an intermittent or as-needed basis and
who is not included in the daily/work stand-by rotation system.

**Retiree Relief Nurse:** A nurse employed in a relief position that prior to moving
into the retiree relief nurse position meets the following requirements: twenty (20)
years’ service as defined in Article 13.2, age eligible for 403B retirement, and in a
regular benefited position as defined in Article 5 at the time of transfer into the retiree relief nurse position. The retiree relief nurse will be required to meet the requirements of Article 5.9.

**Positioned Weekend Relief Nurse:** A relief nurse regularly scheduled for every other weekend.

**Charge Nurse:** A nurse who has been awarded a position with additional duties to assist the unit leadership in the administration of an organized nursing unit but does not carry a twenty-four (24)-hour responsibility for the unit.

**Relief Charge Nurse:** A nurse who has been awarded additional duties to replace the charge nurse on an intermittent basis.

**Temporary Nurse:** Any nurse employed for a specific, limited duration of three (3) months or less in the event no full-time, part-time or relief nurses are available. This can be extended by up to an additional three (3) months by mutual agreement.

**Seasonal Nurse:** A nurse who works for a specific length of time during the year. This can be up to twelve (12) continuous weeks per twelve (12) month rolling calendar. It can be extended for up to four (4) weeks with joint approval. Seasonal nurses will have an obligation to schedule to work available shifts as determined by the Hospital. The seasonal nurse will not accrue seniority or benefit status while in the seasonal position.

5.6 All nurses shall give the Hospital not less than twenty-one (21) days’ notice of intended resignation. If a nurse resigns without giving such twenty-one (21) days’ notice, they shall lose one (1) day of accrued ETO for each day less than the twenty-one (21) days of resignation notice.
5.7 A nurse shall be granted an exit interview upon the voluntary termination of their employment.

5.8 Hospital shall give regular nurses twenty-one (21) days’ notice of the termination of their employment or, if less notice is given, then the difference between twenty-one (21) days and the number of working days of advance notice shall be paid the nurse at their regular rate of pay, for their regularly scheduled hours of work within the twenty-one (21) day notice period; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics or discharged for cause.

5.9 Relief nurses hired or existing nurses transferring into a relief position on or after January 1, 2008, will have an obligation to schedule work shifts for which they are needed to fill a scheduling hole, as determined by the Hospital, hereinafter referred to as “available shifts.” They will be required to schedule to work at least twenty-four (24) hours per four (4)-week work schedule, any shift, and at least 432 hours each calendar year, including three (3) weekend shifts per quarter and, if called to work on those days, must work, except in unusual circumstances. Relief nurses are expected to sign up for available shifts. Available shifts will be awarded as follows:

Shifts will be awarded according to Article 4.11

- By seniority up to the first thirty-six (36) hours per relief nurse

- All remaining available shifts will be awarded based on seniority and availability.

If there are no available shifts in the relief nurse’s department, the relief nurse will commit available hours to specific shifts. In the event those specific shifts become available, the relief nurse will work the shift at straight time. Relief nurses may request to replace a peer on shifts for which they have committed to
be available, with supervisor/manager/director approval, but must commit to be available for another shift in the same scheduling period. Relief nurses who have committed to be available for a specific shift shall be notified in accordance with Article 4.12 as if they were scheduled. Relief nurses shall have the obligation to make themselves available to work one (1) summer and one (1) winter holiday as defined in Article 3.9 each year.

5.10 Relief nurses hired before January 1, 2008. Such nurses shall have an obligation to make themselves available to work at least four (4) days per month, including two (2) weekend days and if called to work on those days, must work except in unusual circumstances. Relief nurses shall have the obligation to make themselves available to work one (1) summer and one (1) winter holiday as defined in Article 3.9 each year. If the Relief nurse is not scheduled for an available day on the posted schedule, he/she shall be released from further obligation when he/she notifies the coordinator or manager. Relief nurses are not eligible to receive premium pay other than Fair Labor Standards Act (FLSA) eligible overtime.

5.11 Nurses shall have the right to review their personnel files during normal administrative office hours. The Association shall have the right with written authorization from the nurse to review the nurse’s personnel file.

ARTICLE 6 – LEAVES OF ABSENCE

6.1 Leaves of absence may be granted at the option of the Hospital for good cause shown when applied for in writing in advance.

6.2 Leaves of absence will be granted only in writing.

6.3 Leaves of absence for service in the Armed Forces of the United States will be granted in accordance with state and Federal law.
6.4 A nurse will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence.

6.5 The portion of the insurance premium paid by the Hospital will continue to be paid by the Hospital for leaves of absence of fifteen (15) calendar days or less. Insurance benefits can be continued on an individual basis for leaves of absence of sixteen (16) calendar days or longer, at the nurse’s expense. It is the responsibility of the nurse to make the individual insurance payment to the Human Resources Department prior to the 20th of any month in which coverage is to be continued in the following month.

6.6 Nurses with ten (10) or more years of service may, once every five (5) years, take a pre-planned sabbatical leave for a full one-hundred eighty (180) days during which time ETO must be used to a minimum of 75% of the nurse’s positioned hours per pay period, down to a minimum balance of eight (8) hours, but no additional compensation is paid by the hospital. The nurse must request the sabbatical, by prior written notice, at least sixty (60) days in advance. Such notice shall include the date of the nurse’s return to work. Benefits will cease to accrue when the nurse is on unpaid leave. If the nurse chooses to continue benefits-eligible insurance covered by COBRA regulations, the nurse assumes personal financial responsibility for continuing that coverage. The nurse will return to the nurse’s original position or, in the event that the position no longer exists, to a position comparable in hours and shift. The nurse shall give the Hospital two (2) weeks’ written notice of intent to return to work. If such notice is not given, any obligations incumbent on the Hospital under Articles 6.7 and 6.8 shall begin from the time two (2) weeks’ notice is received, unless otherwise regulated by law.

6.7 Education leave requests including unpaid education leave for periods of up to two years for professional development purposes will be considered by Hospital
leadership. For an education leave of ninety (90) days or less, a nurse will be returned to their position. For an education leave of ninety-one (91) days or more, up to two (2) years, a nurse is eligible to return to any available position with bargaining unit restored.

6.8 With an unpaid personal leave of absence of thirty (30) days or less, the nurse shall return to the same position as the nurse left. With an unpaid personal leave of thirty-one (31) days or more, the nurse will be returned to the next available equivalent (i.e., same shift, same unit, and position hours within eight (8) hours per pay period of the position left) position for which they are qualified subject to and in accordance with the provisions in Article 13.3. If the nurse declines an offer of an available equivalent position for which they are qualified, the nurse may choose designation as a relief nurse or the nurse’s employment will be terminated.

Leaves of absence for parental reasons and family medical leave shall be granted in accordance with applicable statute, assuming no more favorable provision exists in this contract.

6.9 **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 their regular straight-time pay for the scheduled work days they missed, and the jury duty 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 duty service and jury duty pay received. For nurses who serve on jury duty, if there is at least four (4) hours remaining in the nurse’s scheduled hours, the nurse is required to call into the staffing office or supervisor, as appropriate, for work assignment or to request HR. Evening and night shift nurses required to perform jury duty will not be required to report for duty if they have served jury duty that day. The Hospital will provide work if the nurse does not request HR. Nurses who are requested by the
Hospital to appear as witnesses in a court case during their normal time off will be compensated for the time spent in connection with such an appearance in accordance with this Agreement.

6.10 Bereavement Leave. A regular full-time or regular part-time nurse who has a death in his/her immediate family or immediate family of spouse/domestic partner (father, mother, husband, wife, domestic partner brother, sister, son or daughter, grandparent, grandchild) will be granted time off with pay for up to three (3) regularly scheduled work days. An additional two (2) days’ paid time may be granted when such death of an immediate family member requires travel of more than five hundred (500) miles’ distance one way to attend the funeral. Such nurses will also be granted up to three (3) days off with pay for a critical illness in his/her immediate family not to exceed six (6) days per year. The leave for critical illness will count toward FMLA and/or OFLA leave if applicable.

ARTICLE 7 – HEALTH & WELFARE

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. If the nurse has received Hepatitis B vaccine in the past, they may request a Hepatitis B surface antibody screen to assess immunity status.

7.1 Laboratory examinations when indicated and ordered by the Hospital because of exposure to communicable diseases shall be provided by Hospital without cost to the nurse.

7.2 The Hospital will offer the St. Charles Health System Caregiver Benefit Plans, including the premium contributions offered under the agreement between St. Charles – Bend and ONA to all eligible nurses in accordance with the terms of the plans. 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.

Caregiver Directed Health Plan

Effective January 1, 2021 for the remainder of the Agreement:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hospital Portion of Premium</th>
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<tbody>
<tr>
<td>72 hours per pay period to 80 hours</td>
<td>Employee 90%</td>
<td>Dependent 80%</td>
<td></td>
</tr>
<tr>
<td>60 hours per pay period to 71 hours</td>
<td>Employee 90%</td>
<td>Dependent 65%</td>
<td></td>
</tr>
<tr>
<td>48 hours per pay period to 59 hours</td>
<td>Employee 65%</td>
<td>Dependent 45%</td>
<td></td>
</tr>
<tr>
<td>40 hours per pay period to 47 hours</td>
<td>Employee 55%</td>
<td>Dependent 45%</td>
<td></td>
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</tbody>
</table>

PPO plan effective January 1, 2021, for the remainder of the Agreement:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hospital Portion of Premium</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>72 hours per pay period to 80 hours</td>
<td>Employee 85%</td>
<td>Dependent 75%</td>
<td></td>
</tr>
<tr>
<td>60 hours per pay period to 71 hours</td>
<td>Employee 85%</td>
<td>Dependent 60%</td>
<td></td>
</tr>
<tr>
<td>48 hours per pay period to 59 hours</td>
<td>Employee 60%</td>
<td>Dependent 40%</td>
<td></td>
</tr>
<tr>
<td>40 hours per pay period to 47 hours</td>
<td>Employee 50%</td>
<td>Dependent 40%</td>
<td></td>
</tr>
</tbody>
</table>

If during the medical insurance benefit year, a nurse’s position hours or FTE changes, their status for the purposes of determining hospital premium portions will be changed immediately. The Hospital will continue to pay its portion of the premiums for medical insurance for a nurse on Workers’ Compensation leave per the medical plan summary plan description (SPD). The nurse will continue to be responsible for paying their share of the premium.
7.3 The Hospital shall contribute an amount no less than that scheduled in Article 7.2 for the cost of Hospital-provided group Dental program for each regular full-time and regular part-time nurse and their dependents.

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

7.5 Hospital will continue to offer a medical and dental insurance program substantially equivalent to the existing program.

A. Hospital shall bargain with the ONA prior to any plan changes. Plan summaries will be provided to the Association.

7.6 The Hospital will 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 benefit of $35,000.

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

7.8 **AirLink Membership.** The hospital shall provide AirLink membership to all full-time nurses enrolled in a St. Charles medical plan the first of the month after they are hired or accept a full-time position at no cost to the nurse as long as this benefit is provided at no cost to SCHS.

7.9 Drug and alcohol testing will be performed as follows:

A. There shall be no random testing of Registered Nurses.
B. Any testing shall be for reasonable suspicion.

C. Any nurse requested to be tested shall be offered representation by a local Bargaining Unit representative prior to interview.

D. Any back-to-work agreement must be negotiated with ONA.

7.10 Medical Benefits Advisory Committee. ONA Redmond Executive Team will appoint two RNs from the Redmond bargaining unit to participate on this advisory committee. All nurse representatives on the committee will be paid at their straight time rate for time spent in scheduled meetings. This committee will meet quarterly to review the current medical plan, anticipated cost increases or significant design changes, as well as data on utilization of the plan. The committee may also provide recommendations regarding plan design and cost controls, including but not limited to the prescription drug program, premiums, co-pays, and impatient and outpatient benefits provided under the plan.

7.11 Short-Term Disability. The Hospital shall continue to provide a short-term disability program for all benefit-eligible nurses. Short-term disability will have a seven (7) calendar day elimination period unless the nurse is hospitalized for twenty-four (24) hours or more (in which case benefits will begin immediately). The seven (7) calendar day elimination period may be taken as unpaid leave provided the caregiver submits the request to the Human Resources Leave Team and the short-term disability is approved. Benefits will be payable for up to twenty-six (26) weeks (including the elimination period).
Short-term disability benefits during weeks one (1) through thirteen (13) will be paid as follows:

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

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

| 60% of weekly earnings | 60% of weekly earnings |

7.12 **Use of ETO for Short-Term Illness.** A nurse who becomes ill/injured will be required to use ETO or unpaid days as specified in Article 3.1 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 Short Term disability, the nurse must use ETO (or unpaid days to the limit specified in Article 3.1) for the elimination period before 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/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.

**ARTICLE 8 – WORKPLACE SAFETY**

Both parties agree that workplace safety is a shared responsibility and are committed to working toward a safe and healthy workplace. Nurses and the Hospital will collaborate to support a culture of respect, free of incivility, bullying and workplace violence.
Nurses are encouraged to actively participate in the Hospital safety committees. Nurses who are members of safety committees will be paid for meeting time.

Workplace safety will be a standing agenda item for JLRC meetings. Workplace safety incident statistics will be reported to JLRC so that trends and best practices may be discussed. Nurses will be supported in reporting all incidents of workplace violence through the occurrence reporting process to ensure that accurate statistics are maintained. Nurses affected by workplace violence are encouraged to utilize the Hospital’s employee or caregiver assistance programs, discuss concerns with managers and work with Human Resources to address accommodations or leave options if time off is needed.

ARTICLE 9 – RETIREMENT PLAN

9.1 Hospital agrees to continue participation in the existing 403B plan for all eligible nurses during the life of this Agreement, or a successor plan, provided that the benefit levels and conditions for qualification are at least equivalent to existing benefits. Nurses may contribute to the 403B plan up to the legal limit allowed by law from date of hire. After one (1) year of positioned employment, the Hospital will match the nurse’s contribution dollar for dollar, up to a maximum of 6% per pay period for nurses in benefit-eligible positions.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1 The purpose of this Article is to provide the sole method for the settlement of disputes in connection with the interpretation and application of any specific provision of this Agreement. Any such dispute shall be defined as a grievance and must be presented and processed in accordance with the following steps, time limits and conditions provided herein.

10.2 STEP 1 – Any regular nurse may first present a grievance to their unit supervisor within ten (10) calendar days of the date of occurrence or when they should have reasonably known of the occurrence. The unit supervisor shall meet with the
nurse and attempt to resolve the matter within seven (7) calendar days. If the nurse is dissatisfied with the decision of the unit supervisor, the nurse may pursue the matter further by submitting a written grievance to the Redmond Chief Nursing Officer within five (5) calendar days from the date of the unit supervisor’s response or date when the unit supervisor’s response was due if none is given.

10.3 STEP 2 – The Redmond Chief Nursing Officer or designee shall meet with the grievant and a representative of the Association, if the nurse so desires within seven (7) calendar days and attempt to resolve the matter. The Association may effectuate a grievance on behalf of a nurse or group of nurses at this step, subject to the same initial ten (10) calendar day filing period. The Redmond Chief Nursing Officer or designee shall have seven (7) calendar days in which to respond in writing to the grievant with a copy to the Association. If the matter is not resolved at this step, the grievant or the Association may pursue the matter further by submitting the written grievance to the Redmond President within five (5) calendar days from the date of the Chief Nursing Officer’s response, or when the response was due if none was given.

10.4 STEP 3 – The Redmond President, or designee, shall meet within seven (7) calendar days after the grievance is presented with the grievant and a representative of the Association in an attempt to resolve the matter. The Redmond President will advise the grievant(s) and the Association of his/her decision in the matter within seven (7) calendar days from the date of the last meeting. If the matter is not resolved at this step, the grievant or the Association may pursue the matter further by submitting the written grievance to the President & CEO of St. Charles Health System within five (5) calendar days from the date of the Redmond President’s response, or when the response was due if none was given.

10.5 STEP 4 – The President & CEO or designee shall meet within seven (7) calendar days after the grievance is presented with the grievant and a representative of
the Association in an attempt to resolve the matter. The President & CEO will advise the grievant(s) and the Association of their decision in the matter within seven (7) calendar days from the date of the last meeting.

10.6 If the grievance is not settled at the conclusion of STEP 4, either party may proceed to the Arbitration Clause (Article 11). A notice of intent to seek arbitration must be filed by the moving party to the other party within ten (10) calendar days of the response in STEP 4. Said notification must be in writing.

10.7 A grievance involving a discharge shall be instituted at STEP 2 with the Redmond Chief Nursing Officer or designee within ten (10) calendar days from the date of discharge. The Hospital shall present each nurse with a written letter of termination at the time of the nurse’s termination, outlining the specific reason(s) for the discharge, with a copy to the Association.

10.8 The parties agree that they will follow the foregoing grievance procedures in accordance with the respective steps, time limits and conditions contained therein. If in any step the Hospital’s representative fails to give their written answer within the time limit set forth, the grievance may be appealed to the next step at the expiration of such time limit. If the nurse or the Association fails to follow the foregoing grievance procedure in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed settled on the basis of the Hospital’s last answer. Timelines may be waived by mutual consent in writing of the parties involved if such is deemed necessary due to illness, accident, vacation, etc.

10.9 No nurse shall be paid by the Hospital for time spent in grievance meetings, negotiations, or in conducting any other Association business. PNCC and Shared Practice Forum are not considered Association business under this Article.
10.10 No nurse in the bargaining unit shall engage in any Association activity on Hospital time except as specifically provided for in the provisions of this Agreement.

10.11 The Hospital and Association agree during the term of the Agreement that pending the raising, processing and settlement of a grievance, there shall be no strikes or lockouts as provided by Article 17.

ARTICLE 11 – ARBITRATION

11.1 If the grievance is not settled on the basis of the Grievance Procedure in Article 10, the grievance may be appealed in writing to final and binding arbitration within ten (10) calendar days after receipt of the written answer from the President and CEO (or designee) in STEP 4. The appeal to arbitration shall be in accordance with the procedure set forth below.

11.2

A. Within five (5) calendar days of the notification that the dispute is submitted for arbitration, the Hospital and the Association shall attempt to agree on an arbitrator. If the Hospital and the Association fail to agree on the arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliatory Services.

The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

B. The award of the arbitrator shall be final and binding on all parties.

11.3 No matter other than grievance, which is an alleged violation of a specific provision as written and expressed in this Agreement, can be reviewed on the merits by the arbitrator.
11.4 The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration unless the parties have expressly agreed, in writing, to give them specific authority to do so, or to make an award which has this effect.

11.5 Under no circumstances will a nurse under disciplinary suspension or in their introductory period be allowed to act as a designated representative of the Association.

11.6 The settlement of a grievance in any case shall not be made retroactive for a period exceeding sixty (60) calendar days prior to the date the grievance was first presented in writing.

11.7 When under this Agreement the Hospital has the right to exercise its judgment, the arbitrator shall have no right or power to substitute their judgment for the Hospital's judgment.

11.8 The arbitrator shall arrive at their decision solely upon the facts and contentions as presented by the parties during the arbitration proceeding. The arbitrator shall not consider any facts/contentions which were not introduced by the parties in the four (4) Steps of the Grievance Procedure. Should either party become aware of new facts or contentions prior to the arbitration hearing, such party shall request to reopen the Grievance Procedure at the last Step, and the parties shall meet to discuss such new facts/contentions.

11.9 Pending the raising, processing and settlement of the Grievance and the award of the arbitrator and during the term of this contract, the parties agree to abide by all of the provisions of Article 19 of this Agreement.
11.10 The arbitrator shall render their decision within thirty (30) days of the close of the arbitration hearing unless both the Association and the Hospital agree, in writing, to permit a longer period. It is the duty of the Association Representative and the Hospital Representative to bring this paragraph to the attention of the arbitrator.

11.11 The expenses and fee of the impartial arbitrator are to be borne equally by both parties.

11.12 Either party may obtain a transcript of the arbitration at that party’s expense and for that party’s sole use unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.

ARTICLE 12 – PROFESSIONAL DEVELOPMENT

12.1 Hospital shall provide coaching and evaluation of the work performance of each nurse covered by this Agreement at least once per year.

12.2 Hospital shall provide general and individualized orientation and training for all newly employed nurses or nurses new to a department/unit. The length of time for department/unit-specific orientation will vary based upon the needs identified for each nurse. Additional orientation may be necessary as recommended by the nurse’s management team. Orientation shall be directed by specific learning objectives and plan and will occur under close supervision by a Registered Nurse.

12.3 Each calendar year the Hospital shall provide one thousand six hundred (1,600) paid educational hours for continuing education of nurses covered by this Agreement. It is understood that paid educational hours shall not be used for any educational experiences required by the Hospital. Each calendar year the Hospital shall also provide $30,000 toward the reimbursement for tuition, books, travel and other reasonable expenses related to educational leaves.
12.4 Nurses desiring to access PNCC funds may do so after the completion of their introductory period and must submit all requests in writing, explaining the purpose of the request and the number of hours and/or other expenses to be reimbursed. Requests should be submitted to the PNCC as far in advance as possible.

A. The Hospital and the PNCC shall ensure that an accounting of dollars and days will be maintained so that the balance of funds and hours will be known to both parties. The Director of Clinical Practice and Professional Development and Redmond Chief Nursing Officer may meet with PNCC as needed to review the usage and balance of funds.

B. A nurse shall not make application to PNCC when the Hospital requires her/him to attend an educational program.

C. If the PNCC funds are exhausted but paid hours off remain unused, the nurse shall apply to PNCC for hours off and then to the Hospital for funds for the educational experience. It will be at the discretion of the Hospital to decide if additional funding will be provided.

D. When the PNCC funds and paid hours off are exhausted, a nurse may apply directly to the Hospital for optional education experience monies and time off, understanding that the request may or may not be granted.

E. The parties agree that they will both work actively to educate the nursing staff in the usage of the educational benefits.

12.5 All required hours of in-service/continuing education each year will be paid to each nurse during the pay period in which the hours were accrued. There is no set number of hours of required in-services.

A. Mandatory classes and education are required for each nurse each year; and nurses may meet mandatory required in-services by individual video review or
in informal educational presentations. Nurses not meeting mandatory requirements described above by their anniversary date may be subject to discipline, provided the Hospital has given the nurse notice of such in-service being due and has adjusted the nurse’s schedule to enable attendance.

B. If a nurse exceeds eight (8) hours in a day or eighty (80) hours in a fourteen (14) day pay cycle due to attendance at mandatory in-service classes, they will be paid at one-and one-half (1-1/2) their normal rate of pay. If a nurse working ten (10) hour shifts exceeds ten (10) hours in a day or forty (40) hours in a week or a nurse working twelve (12) hour shifts exceeds twelve (12) hours in a day or forty (40) hours in a week due to attendance at a mandatory in-service classes she/he will be paid at one and one half (1-1/2) their normal rate of pay.

C. All in-service/continuing education hours will be paid at the nurse’s straight-time hourly rate of pay except as noted in number B above.

12.6 The Hospital will reimburse regular full-time and part-time nurses for the cost of tuition and books for classes that are part of a program to obtain a BSN. Effective January 1, 2017, the Hospital will establish an annual fund in the amount of $40,000 to assist the part-time and full-time nurses in obtaining a BSN. Annually each fall, the JLRC will review the current year’s usage of tuition reimbursement to evaluate the equitable distribution of funds for the following year.

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

12.7 The Hospital will reimburse regular full-time and part-time nurses the program cost, material expense, and testing fee for the initial certification for an Advanced Certification that qualifies for Advanced Certification incentive. (See Addendum
A.8) Hospital will also pay for re-certification fees for the same Advanced Certifications. To qualify for reimbursement, the nurse must successfully complete the re-certification with a passing score.

12.8 Tuition and certification requests must be submitted under the Hospital Tuition Reimbursement program.

12.9 As defined by the by-laws, the Shared Practice Forum, which includes a separate nursing forum, is recognized and supported as the collaborative model for the development of evidence-based professional practice at St. Charles – Redmond. A staff RN shall be co-chair of the separate nursing forum. The ONA represented nurses will participate on this Hospital-wide committee. The purpose of the committee is improving patient care quality and nursing practice. The committee will work in collaboration with nursing leadership and support evidence-based practice and patient care outcomes. The shared practice nursing forum will meet monthly unless otherwise mutually agreed upon. Management will collaborate with nurses to support attendance.

ARTICLE 13 – SENIORITY

13.1 Continuous Employment is defined as the performance of all scheduled hours of work including time off because of vacation, paid sick leave, and authorized leaves of absence which has not been interrupted by the occurrence of the following:

A. Termination;

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

C. Continued absence following the expiration of a written leave of absence or emergency extension thereof granted by Hospital;
D. Absence from work for three (3) consecutive working days without notice to the Hospital;

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

13.2 Seniority shall mean the length of continuous employment by Hospital of a type covered by this Agreement. Relief nurses shall accumulate seniority separately based upon hours worked. For the purpose of calculating seniority if a nurse moves to or from relief, one year of seniority shall equal two thousand (2,000) hours.

13.3 The Hospital shall review the qualifications of each applicant and shall select the best applicant considering seniority, qualifications and experience. If two (2) or more applicants have relatively equal qualifications, the most senior nurse shall be selected. Regular nurses, charge nurses and relief nurses shall be given preference over outside applicants for both advancement and shift preference provided such nurses meet the qualifications. Required qualifications should be included on position postings.

13.4 Nurses who desire to change shifts or move to another nursing service department in the Hospital shall make their desires known in writing to his/her manager and the manager responsible for the area of interest. Nurses shall utilize the on-line application system to apply for positions. The nurse assumes responsibility for discussing requests periodically with the nurse manager.

13.5 Hospital will post notice of all nursing job vacancies including necessary qualifications, to be filled as vacancies occur, for a period of seven (7) calendar days. Postings will include unit, hours, shift and weekend obligation. The Hospital may fill vacancies temporarily without regard to the above paragraph, pending the filling of vacancies permanently. Notification of all applicants for positions...
occurs, regarding final disposition of the position opening, within five (5) days once the selected candidate has accepted the position.

13.6 Based upon the availability of qualified applicants, selection to fill permanent vacancies shall be made within six (6) weeks from the date of initial posting, and the nurse selected shall be assigned to the new position at the earliest possible time, subject to training, replacement availability and other patient care considerations.

13.7 Call Off (HR)
A. In the event the Hospital must reduce the work force for a given unit or shift for a short term staffing adjustment, then such reduction shall occur according to the following order: (1) agency nurses, (2) Shared Nursing Pool (SNP), (3) volunteers within the unit, (4) travel nurses with unpaid call off available, (5) any regular full or part-time nurses who are working an extra shift above their positioned hours, (6) seasonal nurses on a rotational basis, (7) relief nurses on a rotational basis, (8) then by a system of rotation among regular full time and regular part-time nurses based on seniority. The above order does not prevent the Hospital from calling off a nurse who would receive overtime or premium pay before any of the nurses listed. Travel nurses without unpaid call off available will be called off before nurses working a regularly scheduled shift at their regular rate of pay (unless volunteering in accordance with the above order). Nurses on premium pay or overtime will be called off before travel nurses without unpaid call off available. Nurses who are working an extra shift at premium compensation may be called off by the Hospital out of order; however, this shall not apply when the nurses on premium are working their regularly scheduled shift and are on premium because of previous extra shift worked at the Hospital’s request.

B. The number of times a Caregiver was called off will be included in the determination of the call-off rotation. In the event that the nurses have an
equal number of turns, the least senior nurse shall be called off and the
rotations will begin again. One and a half hours prior to the start of the
scheduled shift, a nurse may be called off entirely or placed on standby. If the
nurse is placed on standby, he or she will be informed that the standby period
is the first four (4) hours or the entire twelve (12) hour shift. When the nurse
reports for work at the end of the standby shift, he or she will be paid for
hours worked thereafter at straight time. If called back while on standby, the
nurse will be paid at the call back rate for the duration of the designated
standby period and will thereafter continue working at straight time for any
hours worked during the remainder of the scheduled shift. The Hospital may
adjust the length of the standby period one time within the first three (3) hours
of the standby period for newly arisen short-term staffing adjustments in
accordance with 13.7.A. Nurses may volunteer for call off in lieu of being
placed on standby. Reasonable efforts will be made to grant such requests.
Equitable call off in departments will variable shifts will be referred to JLRC for
review. This matter will be added to the first agenda following contract
ratification.

C. Call off of three and one-half (3-1/5) hours or more shall count as a call-off
rotation turn for any shift length of eight (8) or more hours.

D. All regular part-time and full-time nurses on guaranteed wages will not be
included in the call-off rotation.

E. Voluntary Low Census Call-Off (HR) - Voluntary HR can be requested up to
two weeks in advance but a minimum of two hours before the start of the
shift. When two or more nurses within the unit volunteer for low census (HR)
on the same shift, they will be called off in the following order:
1. Nurses who requested but were denied ETO for the shift;
2. The nurses will confer among themselves to see if they can reach mutual agreement as to who will be called off first.

3. In the event the nurses do not reach agreement among themselves, call off order among the volunteers will be based on rotation.
   - The number of times a nurse was awarded contested call-off in the four (4)-week cycle will be included in the determination of the call-off (HR) rotation;
   - In the event the nurses have an equal number of awarded turns, the most senior nurse shall be granted call-off (HR)

F. When a hospital unit is closed temporarily and re-opened within fourteen (14) days, the provisions on short-term layoff and recall shall be followed according to established hospital policy.

G. Reduction in work hours of nurses shall not exceed 25% of a nurse’s positioned hours for each two (2) week schedule cycle rotation unless a nurse: voluntarily waives this provision, requests to be on-call, reports illness, trades shifts, or refuses work appropriate on another unit. Regular full-time and regular part-time nurses who are at guaranteed hours shall be excluded from the call-off rotation. Nurses who will reach guaranteed hours during the shift may be required to work the hours up to the guaranteed hours, beginning at the start of the nurse’s regularly scheduled shift, or as mutually agreed upon, unless the nurse waives the receipt of guaranteed wages for such period. For purposes of calculating the work hours, all compensated hours within SCHS will be used for this calculation.

H. When a nurse is HR’d they shall have the option to use ETO or unpaid time off.
I. Charge nurses and/or relief charge nurses will be considered regular nurses for purposes of call off (HR) in accordance with 12.7 A above provided there is a qualified charge nurse and/or relief charge nurse remaining on the unit.

13.8 Layoff. In the event the Hospital must reduce the work force for a period of fourteen (14) consecutive calendar days or more in a unit or on a shift in a unit, the Hospital shall institute a layoff in the reverse order of seniority of the nurses in the unit or on the shift in the unit, as applicable, provided the nurses remaining on the affected unit and/or shift are qualified and maintain required certification to perform the work to be done. A laid-off nurse or a nurse subsequently replaced as a result of a layoff may request and shall be entitled to replace the least senior nurse (1) in the unit and shift affected, then (2) in the unit affected, then (3) in the Hospital, provided the laid-off nurse or replaced nurse has greater seniority than such other nurse and is qualified to perform the work independently following a department specific orientation.

A. The Hospital shall notify the Association of such layoffs in a timely manner to facilitate Association participation in any appropriate bumping process.

B. Recall from such layoff will be in the reverse order of the layoff. There shall be no agency/traveler nurses, relief nurses, or any new hires employed while qualified laid-off regular nurses are immediately available.

13.9 When a nurse moves out of the bargaining unit, the nurse shall cease accruing seniority under this Agreement. When/if the nurse returns to the bargaining unit from other positions at St. Charles Health System, the nurse shall have their same bargaining unit seniority time as on the day they left the bargaining unit reinstated after six months of service in the department.

13.10 The Hospital shall provide a list of all relief nurses, with the number of hours they have worked, to the Association once each quarter. If seniority questions develop
between such lists, the Human Resources Department will determine the
seniority status of the nurses in question.

ARTICLE 14 – JOINT LABOR RELATIONS COMMITTEE

The Hospital and Association will establish and maintain a Joint Labor Relations
Committee (JLRC). The goal and purpose of the JLRC will be to further foster a
collaborative relationship between the parties. Issues discussed will represent
issues of mutual concern involving labor relations. The parties will establish and
maintain ground rules and guidelines to be followed for conducting regular
meetings.

The composition of the JLRC is set in the ground rules and guidelines. Up to nine
(9) ONA JLRC members shall be compensated for their time spent in the general
meetings, up to a maximum of three (3) hours per meeting at the member’s
regular straight-time rate. The hours compensated for JLRC meetings will not
count toward hours worked for purposes of calculating overtime and shall not be
compensated at the extra shift premium level.

ARTICLE 15 – SCOPE OF AGREEMENT

15.1 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, or 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.
15.2 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 16 – MANAGEMENT RIGHTS

16.1 In order to operate its business, the Hospital in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, lay off, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all RN's; to contract; and to determine the number of RN's including the number of RN's assigned to any particular operation or shift.

16.2 Any of the rights, powers, authority and functions the Hospital had prior to the negotiation of this Agreement is retained by the Hospital, and the expressed provisions of this Agreement constitute the only limitations on the Hospital’s right to manage its business. The Hospital not exercising rights, powers, authority and functions reserved to it or its exercising them in a particular way shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

16.3 All other traditional rights of management are also expressly reserved to the Hospital, and the express provisions of this Agreement constitute the only limitations upon the Hospital’s right to manage its business.
ARTICLE 17 – NO STRIKE/NO LOCKOUTS

In view of the importance of the operation of the Hospital’s facilities to the community, the Hospital and the Association agree that there will be no lockouts by the Hospital and no strikes or other interruptions of work by nurses or by the Association during the term of this Agreement.

ARTICLE 18 – 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 regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 19 – DURATION AND TERMINATION

19.1 This Agreement shall be effective December 1, 2019 and shall remain in full force and effect through November 30, 2023, and annually thereafter unless either party gives notice to the other party to amend or terminate the Agreement as provided in this Article.

19.2 If either Party hereto desires to modify or amend any of the provisions of this Agreement, it shall give written notice to the other Party at least ninety (90) days but not more than one hundred twenty (120) days prior to the above-noted expiration date.

19.3 Letters of Agreement. All letters of agreement that do not have a specific expiration date attached to them are subject to renegotiations at the expiration of the contract at the request of either party.
IN WITNESS WHEREOF the Hospital and the Association have executed this Agreement as of November 2019

OREGON NURSES ASSOCIATION

Renee Ruiz, Labor Representative

Kati McWhortor, Chair

Emilie Bonney, Vice Chair

Emily Kunkel, Secretary

Linda Ovens, Treasurer

Teresa Gillette, PNCC

Heather Quatre, Member at Large

ST. CHARLES HEALTH SYSTEM – REDMOND

James Reedy, CNO

Hillary Forrest, Director of Human Resources

Julie Leutschaft, Human Resources

Daniel Davis, Director, Acute Care Services
St Charles Health System

Tracy Bloo, Manager of Surgical Services Redmond

Rachel Sando, Manager of Med/Surg Redmond

Shoshanna Egbert, Member at Large
APPENDIX A

A.1 Wage: The following are the rates of pay for all nurses employed at St. Charles Health System – Redmond covered under the terms of this Agreement. Pay rate increases will be placed in effect on the first day of the payroll period that begins closest to the effective date noted.

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

Redmond RN Wage Chart Step and Grade Redmond ONA 12/1/2019-11/30/2023

New chart to be added in accordance with the following:

Add Step 30 effective first payroll period following 12/1/2019. Ratification bonus: If contract is ratified prior to 12/01/2019, nurses employed at ratification will receive a ratification bonus of $1,000 per nurse, prorated by FTE with minimum bonus of $250 to each relief of retiree of retiree relief nurse.

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* Step 30 effective first payroll period following 12/1/2019
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June 1, 2023

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N3 – Additional 4% for nurses with a BSN and an Advanced Certificate effective January 1, 2011.

N4 – Additional 5% for nurses with an MSN effective January 1, 2013.

A.2 Specialty Coordinator will be compensated at $2.00 per hour until the Specialty Coordinator positions are filled.

A.3 Charge Nurse Differential. $3.50 per hour will be paid Charge RNs for all compensated hours in the charge nurse role and for ETO, education and meetings, excluding standby hours. Charge RNS will not receive Charge Pay when working extra shifts as a staff nurse outside of their regularly scheduled hours.

A.4 Relief charge nurses will be paid $5.00 per hour only for all hours during which the nurse is performing assigned Charge Nurse duties.

A.5 Seasonal, Relief, Retiree Relief and Positioned Weekend Relief Nurses: Nurses shall be compensated at the appropriate wage step to reflect their hospital experience. These positions shall not receive non-required benefits but shall receive the following differentials above the nurse’s hourly rate of pay on all hours worked in lieu of such benefits.

- Seasonal, relief and positioned weekend relief nurses – 15%
- Retiree relief nurses – 20%
- Relief nurses who work the evening and night shifts will also receive shift differential as indicated in this Agreement.
A.6 Standby: Standby compensation for nurses will be $5.00 per hour. Standby compensation will be paid for each hour the nurse is actually on standby, including hours worked at the call back rate.

A.7 Shift Differential:

<table>
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<tr>
<th>SHIFT DIFFERENTIAL</th>
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<tr>
<td>EVENINGS: 3 p.m. – 11 p.m.</td>
<td>$2.35 per hour</td>
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<tr>
<td>NIGHTS: 9 p.m. – 5 a.m., 11 p.m.-7 a.m., 7 p.m. – 7:30 a.m. or 6:30 p.m. – 7 a.m. (12-hour shifts)</td>
<td>$5.35 per hour</td>
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After two (2) years continuous employment as a bargaining unit nurse, night shift differential is compensated at $6.80 per hour.

A.8 Nurses who are called back from standby/on-call during the above defined evening or night shift hours shall receive the appropriate shift differential for all call back hours.

A.9 Nurses scheduled for hours on the 3-11 or 11-7 shift will receive the appropriate shift differential. Nurses working over their scheduled shift, being paid overtime, will receive the appropriate shift differential after completion of two and one-half (2-1/2) hours into the next shift. At that time, the appropriate differential will be paid for all time worked during that shift.

A.10 Weekend Differential. Weekend shifts commence at Friday 7:00 p.m. and end at Sunday 7:30 p.m. OR 6:30 p.m. and end at 7:00 p.m. (for Charge Nurses). When more than half of the shift has been worked on a weekend shift, all hours worked will be paid a differential of $1.80 per hour worked. For nurses on standby for the duration of a weekend, weekend differential shall be paid for all hours worked on call back between 7 p.m. on Friday and 7:30 p.m. on Sunday.
A.11 Preceptor Differential. A nurse designated by the hospital to function as a preceptor for a newly hired employee or an employee transferring to a different unit requiring orientation will receive a preceptor differential of $2.00 per hour for the duration of the assigned preceptor shifts.

A.12 Advanced practice certifications or BSN will be paid at a premium rate of 3% of the nurse’s base wage for all hours worked. Nurses with both a BSN and Advance practice certification will be paid at a premium rate of 4% of the nurse’s base wage for all hours worked Effective January 1, 2013; nurses with an MSN will receive 5% of the nurse’s base wage for all hours worked. Advanced practice certifications are those certifications from a national organization recognizing advanced practice in a defined functional or clinical area of nursing practice. Examinations based on nationally recognized standards demonstrate special knowledge and skills above and beyond basic nursing education and licensure. Since these certifications have a worked-hour requirement, if the nurse is able to maintain the qualifications, any certification may be valid for any nurse. Certifications qualifying for premium rate will be reviewed annually by the Joint Labor Relations Committee (See Article 12 Professional Development.)

Classes/examinations such as ACLS, ENPC, PHTLS, NRP, PALS, TEAM, and TNCC do not qualify since they are a completion course for specific skills that may be needed in a work area. Completing and passing the course does not indicate an advanced knowledge in a specific area of nursing. In areas in which these classes are required the course is paid in full as well as the nurse’s time to take the class.
A.13 Nurses are required to report to the Hospital within thirty (30) minutes of being called while on paid standby. If the Hospital specifically requests that a nurse stay on the Hospital premises, the standby pay will be at the nurse’s regular rate of pay inclusive of differentials. If the nurse stays on the Hospital premises for her/his own convenience, the standby pay will be as described in Section A4. Standby responsibilities shall be equitably rotated among staff in those units where standby occurs regularly.

A. Nurses will move to Step 7 after two (2) years on Step 5

B. Nurses will move to Step 9 after two (2) years on Step 7

C. Nurses will move to Step 11 after two (2) years on Step 9

D. Nurses will move to Step 13 after two (2) years on Step 11

E. Nurses will move to Step 15 after two (2) years on Step 13

F. Nurses will move to Step 17 after two (2) years on Step 15

G. Nurses will move to Step 20 after three (3) years on Step 17

H. Nurses will move to Step 23 after three (3) years on Step 20

I. Nurses will move to Step 30 after seven (7) years on Step 23

A.14 At the discretion of the Redmond Chief Nursing Officer, nurses first employed during the term of this Agreement may be compensated at a salary level reflective of their recent relative experience.
A.15 Nurses who terminate and are rehired within one (1) year will return to the same pay rate and ETO accrual level.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement this 13th day of November 2019.

Oregon Nurse Association

St. Charles Medical Center – Redmond

Renee Ruiz, Labor Representative

James Reedy, CNO
LETTER OF AGREEMENT SHARED NURSING POOL (SNP) FOR ST. CHARLES MEDICAL CENTER - BEND, REDMOND AND PRINEVILLE HOSPITAL

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

Provisions in this LOA will only apply to the SNP.

The goals of the Shared Nursing Pool are:

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

B. Use nursing resources where needed in times of shortages.

C. Allow nurses an opportunity to pick up additional shifts.

Definition of Terms:

Primary Contract: The collective bargaining agreement under which the nurse receives benefits. For relief nurses this is the collective bargaining agreement under which they were first hired.
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:
   A. Nurses called off due to low census within the current pay period.
   B. Nurses still in straight-time hours. If more than one nurse is eligible, then by rotation.
   C. Then by equal rotation within the SNP.

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

8. The nurse's primary contract shall prevail in all matters NOT addressed in this LOA.
9. Nurses on an SNP assignment shall not be shifted from one campus to another once they have begun their shift unless the nurse agrees to be shifted. The nurse may be asked to float from one unit to another provided they are qualified and can be oriented to that unit.

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

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

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

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

**Compensation**

14. 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.

15. Nurses will be paid overtime when they have worked in excess of forty (40) hours in a workweek or eighty (80) hours in a pay period. All hours worked by the nurse for either location will be included in this calculation.

16. If a nurse calls in, i.e., an unscheduled absence, during the involved pay period, the SNP premium will not apply.
17. If a nurse works one of the six recognized holidays, they will receive one and one-half (1-1/2) 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.

18. Overtime will be calculated at one and one-half (1-1/2) 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.

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

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement this 13th day of November 2019.

Oregon Nurse Association

[Signature]
Renee Ruiz, Labor Representative

St. Charles Medical Center – Redmond

[Signature]
James Reedy, CNO
LETTER OF AGREEMENT EXTENDED ILLNESS BANK (EIB)

St. Charles Health System, Inc., d/b/a St. Charles Medical Center – Redmond (“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 Agreement and will be contained within this Letter of Agreement (LOA).

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

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

4. Use of ETO for Short-Term Illness. A nurse who becomes ill/injured will be required to use ETO or unpaid days to the limit specified in Article 3.1 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 (or unpaid days to the limit specified in Article 3.1) 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.

5. Extended Illness Bank. EIB hours are intended to be used only in cases of extended illness or accident. Therefore, they 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 an anticipated recovery duration of five (5) or more days. The hospital reserves
the right to request a physician verification of illness or injury.

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

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

8. 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. For
Nurses moving from position to relief, EIB banked hours will be frozen and
reactivated in the event relief status is changed back to a position.

9. If a nurse retires due to a physical disability, he/she may use accrued but unused
EIB before retiring.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement
this 13th day of November 2019.

Oregon Nurse Association

Renee Ruiz, Labor Representative

St. Charles Medical Center – Redmond

James Reedy, CNO
LETTER OF AGREEMENT – REDMOND PERIOP

DEPARTMENT MANDATORY STANDBY

St. Charles Health System – Redmond and Oregon Nurses Association agree that the following provisions shall apply to Mandatory Standby for nurses within the Peri-Operative Services Department (OR and Same Day Unit). Standby will be a requirement of all full-time and part-time nurses practicing within the department.

1. Nurses called back to the hospital during standby will receive a minimum of three (3) hours of call back pay.

2. Cases occurring at any time within the three (3) hour minimum paid time will not incur an additional three (3) hour minimum.

3. Callback will be paid at double time if the average number of standby hours (averaging the total standby hours of the nurses in the department divided by the number of nurses sharing in the standby hours) in the pay period is forty (40) or more; callback will be paid at time and three-quarters (1-3/4) if the average number of standby hours in the pay period is thirty (30) to 39.99; and call back will be paid at time and a half (1-1/2) if the average number of standby hours is below thirty (30) hours per pay period.

4. If the nurse is required to report to work with less than an eight (8) hour break between worked hours or total worked hours exceeds sixteen (16) in the previous twenty-four (24), the nurse will be paid time and a half (1-1/2) for all hours on the subsequent shift. Hours on standby or non-worked hours as part of the minimum guarantee will not count as worked hours for purposes of the Letter of Agreement.

5. Nurses called back to work from standby will be expected to report ready for work within thirty (30) minutes from the time they receive the call to report.
6. Short-notice standby (after schedule has been posted) will be filled with volunteers first and the senior volunteer will be awarded the shift. If there are no volunteers, short-notice standby will be assigned by reverse seniority and then in rotation by number of cumulative short-notice shifts in a rolling calendar year. Credit is given for volunteering into a short-notice standby shift of any length.

7. Charge nurses may be assigned to take up to 50% of the amount of standby hours allotted to regular staff in the department if regular nurses scheduled call hour exceed one hundred twenty (120) hours per month. Standby hours will be reviewed quarterly at the Joint Labor Relations Committee to review appropriateness of total standby hours the Charge nurse and staff is taking.

8. Peri-Operative Days of Closure: A list of closure days will be published on or before January 15th each year.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement this 13th day of November 2019.

Oregon Nurse Association  St. Charles Medical Center – Redmond

Renee Ruiz, Labor Representative  James Reedy, CNO
LETTER OF UNDERSTANDING – EMERGENCY DEPARTMENT CRITICAL NEEDS

Effective June 1, 2020, at the Hospital’s discretion, critical needs pay may be offered to a regular full-time or part-time ED nurse who is requested by the Hospital to fill an ED shift on short notice. The shift must be scheduled forty-eight (48) hours or less at the manager’s discretion, before the beginning of the start of the identified shift. The nurse will be compensated at the rate of time and one-half (1-1/2) the nurse’s regular hourly rate of pay plus $10.00 per hour for each hour worked on the shift. The Critical Needs Pay will be clarified at the time the nurse agrees to work the extra shift. ED nurses are eligible for this extra premium only if all scheduled hours in the pay period are worked or prescheduled ETO. For purposes of this MOU only, low census call off by the Hospital will count as hours worked.

ED nurses will no longer be eligible for 12.7.G – reduction in work hours of nurses shall not exceed 25%.

This LOU sunsets effective November 30, 2023. It will cease to be part of the collective bargaining agreement on that date.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement this 13th day of November 2019.

Oregon Nurse Association

Renee Ruiz, Labor Representative

St. Charles Medical Center – Redmond

James Reedy, CNO
CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

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

Your Name:

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Saint Charles Medical Center - Redmond,
December 1, 2019, until November 30, 2023.

Signature: __________________________  Today’s Date: __________________________

Your Mailing Address:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Home Phone: ________________________
Work Phone: ________________________
Email: ____________________________
Unit: ____________________________
Shift: ____________________________