

ONA→St. Charles Health System – Bend	Date of Proposal: / /
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PROFESSIONAL AGREEMENT

Between

THE OREGON NURSES ASSOCIATION

and

ST. CHARLES MEDICAL CENTER – BEND

January 1, 2023~~January 25, 2019~~ through ~~Dec. 31~~June 30th,
2026~~2~~

~~Effective Date: January 25, 2019~~

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ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

PREAMBLE

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

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

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

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. The Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work, and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by the Hospital as general duty nurses and charge nurses, excluding administrative and supervisory personnel, nursing unit

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supervisors/managers/directors, managers, and registered professional nurses not employed in direct patient nursing service.

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

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

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ARTICLE 2 – ASSOCIATION REPRESENTATIVE

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

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

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

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

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

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

2.7 Meetings with Management. When management requests an ONA representative participate in a meeting or work group, the ONA representative will be paid their regular straight time rate plus differentials in accordance with Article 8.9 for time spent in meetings.

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ARTICLE 3 – EMPLOYEE DEFINITIONS

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

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

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

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

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

3.6 Regular Full-Time Nurse. Any nurse in a position which is regularly scheduled at least 72 core hours per two-week pay period (0.9 FTE) is considered full-time.

3.7 Regular Part-Time Nurse. Any nurse in a position that is regularly scheduled for less than 72 core hours (0.1 up to 0.9 FTE) per two-week pay period is considered part-time.

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

3.8.1 Retiree Relief Nurse. A nurse employed in a relief position that prior to moving into the retiree relief nurse position must meet the following requirements: 20 years' service as defined in Article 11.1, age eligible for 403B retirement, and be in a regular benefited position per Article 3 at the time of transfer into the retiree relief nurse position. The retiree relief nurse will be required to meet the minimum number of hours requirements of Article 7.11c, but shall not be required to work night shift, weekends, or holidays.

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

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

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

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ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY

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

Upon notification to the Association of an individual filing for redress of any item in this article in any court of law or administrative agency, any grievance filed by that same employee or Association under this article will be withdrawn.

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

4.3 Workplace Bullying. The parties recognize the importance that each nurse be treated with respect and dignity. The parties endorse the ongoing efforts to eradicate bullying behavior.

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ARTICLE 5 – EMPLOYMENT STATUS

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

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

Whenever the employer wishes to schedule a meeting to research or investigate an issue involving a nurse, the nurse will be given advance notice of the subject matter of the meeting.

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

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

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

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1 times.

2
3 Information obtained from an RN during the Hospital's root cause analysis
4 (or equivalent) process will not be used to discipline that RN.

5
6 **5.1.5 Disciplinary Documentation.** All disciplinary action shall be
7 recorded in writing. The verbal warning is documented in the chronological
8 record. More severe steps of discipline shall be documented in the personnel file.
9 A copy of the discipline documentation shall be provided to the nurse receiving
10 the discipline at the time it is administered.

11
12 **5.1.6 Administrative Leave Pending Investigation.** A nurse may be
13 placed on paid administrative leave pending investigation in the event of an
14 allegation of serious misconduct. The Hospital will notify the nurse of his or her
15 right to consult with the Association. The Hospital will also forward the name of
16 any nurse who is placed on administrative leave to the Association when such
17 leave is initiated. The Hospital shall make every effort to conclude the
18 investigation within 14 calendar days or as soon as reasonably possible given
19 the circumstances. Nurses on paid administrative leave will be available to meet
20 during any scheduled hours for which they are being paid, or the leave will
21 become unpaid time from that point forward. Determination of the appropriate
22 discipline in compliance with this article shall be made at the completion of the
23 investigation. If the nurse is discharged for just cause, the nurse will not receive
24 pay or ETO accrual for the administrative leave period.

25
26 **5.2 Introductory Nurses.**

27 **5.2.1 Introductory Period.** Nurses employed by the Hospital shall
28 become regular employees after they have been continuously employed for a
29 period of 90 consecutive calendar days except that if a relief nurse has not

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worked a minimum of 300 hours during that 90-day period, then the nurse's introductory period shall continue until the 300 hours have been worked. The introductory period for seasonal nurses will be the first 80 hours worked.

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

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

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

5.5 Exit Interviews. Each nurse leaving the employment of the Hospital shall be required to report for a termination or exit interview by the Human Resources Department. A nurse shall, if the nurse so requests, be granted an interview upon

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1 termination of their employment with the Chairperson of the Professional Nursing Care
2 Committee (PNCC).

3
4 **5.6 Personnel Records.** Personnel record information shall be made available in
5 accordance with state and federal law.

6 **5.6.1 Evaluations.** Each nurse shall be evaluated by a
7 supervisor/manager/director. Clinical nursing skills shall be reviewed and
8 assessed by an RN with clinical expertise. Written, non-anonymous peer
9 feedback may be solicited and considered in the professional performance
10 evaluation. The supervisor/manager has sole responsibility for the outcome of
11 the evaluation.

12
13 **5.7 Chronological Records.**

14 **5.7.1 Definition.** Chronological records are maintained on the unit to
15 document specific events or issues related to a nurse's performance. Entries are
16 not considered discipline unless documented as a verbal warning under section
17 5.1.5.

18
19 **5.7.2 Use.** A chronological record that documents performance may result
20 in an entry in the nurse's personnel evaluation or a disciplinary action. An
21 evaluation or discipline will not be based on a chronological record that was
22 purged before the evaluation or discipline was given. The Hospital may refer to
23 prior evaluations.

24
25 **5.7.3 Notice.** The nurse will be notified promptly when a chronological
26 record reflecting a performance concern is written. The chronological record is
27 available for the nurse to review and to respond.

28
29 **5.7.4 Purging.** Chronological records shall be purged from the nurse's

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1 records after one year if there has been no repeat occurrence of a similar nature.

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ARTICLE 6 – GRIEVANCE PROCEDURE

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

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

6.3 Grievance Procedure.

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

Together they shall attempt to resolve the grievance. The immediate nurse leader (or designee) supervisor shall give a written decision to the

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grievant, and a copy to the Association, within five calendar days after the meeting.

Step Two If the grievance is not settled in Step One, it may be appealed in writing by the grievant, or with the grievant's concurrence by the Association, to the Chief Nurse Officer within seven calendar days from receipt of the written decision referred to in Step One. The Chief Nurse Officer or designee shall meet with the Association Representative and the grievant within 10 calendar days of the receipt of the appeal and together they shall attempt to resolve the grievance. The Chief Nurse Officer or designee shall give a written decision to the grievant, with a copy to the Association, within seven calendar days after the meeting. If the parties are unable to resolve the grievance within three calendar days following receipt by the Association of the written decision, the decision may be appealed in writing by the grievant or the Association to the St. Charles Medical Center Bend President or designee and may copy the SCHS President within seven calendar days thereafter.

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

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6.4 Association Grievance. Grievances filed affecting two or more signatory employees-nurses and involving the interpretation and/or application of a provision of this Agreement must be presented by the ONA labor representative or bargaining unit chair or vice-chair or grievance chair or steward and will be filed at Step Two of the grievance procedure subject to the initial 14 calendar day period from the event constituting the grievance.

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

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

6.7 Arbitration Procedure.

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

A.

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

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

7
8 **D.** The arbitrator's fee and all joint incidental expenses of the arbitration shall
9 be borne by the parties. However, each party shall bear the expense of
10 presenting its own case.

11
12
13 **D. 6.8 Grievance meetings.** The parties agree to set mutually agreed
14 dates for bi-weekly meetings for the purpose of discussing open grievances at
15 steps one and two of the grievance procedure. Grievances shall be
16 presented at the next scheduled grievance meeting after they are submitted.
17 If the next scheduled grievance meeting is within ten (10) calendar days of
18 submission, the parties may agree that the grievance will be presented at the
19 following scheduled grievance meeting. All step one and step two grievance
20 deadlines will be adjusted to accommodate the bi-weekly grievance meetings.

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ARTICLE 7 – HOURS OF WORK

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

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

7.2.1 Variable Shift/Department Position. The Hospital may fill regular full-time or regular part-time bargaining unit positions that may be scheduled to regularly work a combination of different shifts and departments, however, only to a maximum of two positions per department, unless there is mutual agreement to a higher number. The positions' schedule shall allow for at least 48 hours off when a change between evening/day shifts is made and 72 hours off when a change between day/night or night/day is made if the start and stop times of the variable shifts will differ by more than four hours.

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

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

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2. Short shift nurses shall be included in the low census rotation.

3. Combinations of short and regular shift durations shall not occur without mutual agreement between the nurse, the Hospital and the Association.

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

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

7.4 Shift Length Alternative. Notwithstanding sections 7.2 and 7.3, the Hospital and a nurse can agree that the nurse's position will be scheduled for two different standard shift durations (eight, nine, 10, 11 or 12 hours). The nurse's starting and stopping times shall remain approximately the same as the original schedule of the position, with only sufficient alteration to accommodate the varying shift lengths of the new schedule. Either the Hospital or the nurse can withdraw agreement to the alternate schedule upon two weeks' written notice prior to the posting of the work schedule, in which case the position reverts to the original designated workday and schedule. If the nurse vacates the position, it shall revert to its original designated basic workday and

will not be posted with different shift durations, unless the Hospital and Association agree to a position modification under Section 7.3.

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

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

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

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

7.7 Rest and Meal Periods. The Hospital, the Association, and the bargaining unit nurses have a mutual interest in nurses taking their meal and rest breaks. The Hospital is responsible for providing rest breaks and meal periods; it is the nurse's responsibility to take them. Accurate reporting of a missed meal period or rest break is

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not a basis for disciplinary action. Nurses must accurately and contemporaneously report missed meal periods and rest breaks at the time clock.

Starting July 1,2024, in the event a nurse accurately reports a missed meal period or missed rest break on the time clock during their shift, they will be eligible to receive, upon request, a single payment equivalent to an additional half hour of pay at their base rate for a missed meal period and a quarter of an hour pay for each missed rest break in the next payroll period. This payment will not be counted as an hour worked for any reason. Nurses who decline to take a break when offered are not eligible for this payment.

Starting July 1,2025, in the event a nurse accurately reports a missed meal period or missed rest break on the time clock during their shift, they will be eligible to receive, upon request, a single payment equivalent to an additional hour of pay at their base rate for a missed meal period and a half hour pay for each missed rest break in the next payroll period. This payment will not be counted as an hour worked for any reason. Nurses who decline to take a break when offered are not eligible for this payment.

One 15-minute paid rest period shall be allowed for each four-hour period of employment, and one 30-minute meal period on the nurse's own time. The Hospital will comply with all legal requirements with respect to meals and breaks if not otherwise provided in this Agreement, with the understanding that all exceptions to such legal requirements must be permissible under the law. To ensure compliance with all legal requirements with respect to meal and break periods, the Hospital will provide adequate staffing, which shall be reflected in the department-based plan described in sub-part F below. The Hospital will work with the Association and nurses to accommodate nurses' needs and legal requirements with respect to meals and breaks as long as all

accommodations are either in accordance with or permissible under state and federal law.

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

- For eight-hour shifts between the third and sixth working hour.
- For nine-hour shifts between the third and seventh working hour.
- For 10-hour shifts between the fourth and eighth working hour.
- For 12-hour shifts between the fourth and ninth working hour.

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

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

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

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

F. Each department has the flexibility to develop a written plan for providing nurses with rest and meal periods set forth in this section, subject to the

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following:

- a. The department-based plan will be developed and implemented within six months of ratification of this Agreement.
- b. The plan must have the agreement of the department manager.
- c. Nurses will follow the methodology outlined in the department plan.
- d. If a nurse anticipates that he or she will be unable to take a meal period or rest break, the nurse will inform the charge nurse (or supervisor, if the charge nurse is not available) as soon as possible. The charge nurse, supervisor, or manager will make reasonable efforts to provide the nurse with such break(s) or meal period. Charge nurses who are encountering difficulties with providing meal and rest breaks to nurses on their department will notify their manager or designee in a timely manner.
- e. Each department will review its written plan no less than annually to determine whether revision to the plan is necessary. Such necessary revisions will take place with input from the nurses on that department. Each annual review will include a list of practices ~~in~~^{on} the department that have been successful in allowing nurses to regularly receive meal periods and breaks, as well as any challenges. The Bend Staffing Committee will maintain a list of department-based plans' successful practices on meal periods and rest breaks in the different departments throughout the Hospital.

7.8 Work Schedules. Work schedules shall be prepared for an ~~eight~~^{four}-week period and will be posted at least ~~four~~^{two} weeks before the start of the ~~four~~^{eight}-week schedule period. A full-time or part-time nurse will not be regularly scheduled to work different hours than established for the nurse's position. After a schedule is posted, the

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Hospital and affected nurse will confer in an attempt to reach mutual agreement about any alteration of the nurse's schedule, except under section 11.11. If mutual agreement cannot be reached, consistent with the Hospital's current practice, a nurse's schedule shall not be altered except in an emergency. [Implementation date prior to December 10, 2023.](#)

For purposes of this section, an emergency is defined as:

A. A national or state emergency or circumstances requiring the implementation of a facility disaster plan; or

B. Circumstances that include:

a. Sudden and unforeseen adverse weather conditions;

b. An infectious disease epidemic suffered by hospital staff; or

c. Any unforeseen event preventing replacement staff from approaching or entering the premises.

7.8.1 Self-Scheduling. Nursing departments will have the opportunity to request a self-scheduling trial period by submitting the request to the Hospital Staffing Committee. Both department leadership and nurses must mutually agree to request a self-scheduling trial period for their specific nursing department. The Staffing Committee will review the request and will make a determination on whether to approve the request and set forth the terms and conditions of the trial period. The self-scheduling will be facilitated by an RN appointed by peers and approved by the department leadership. The self-scheduling guidelines will be established jointly by nurses and management. At a minimum, the self-scheduling guidelines will include scheduling to levels as defined by the staffing plan that assures predetermined core level of staffing, while minimizing call-off

and overtime/premium. ~~The ICU day and night shifts will continue self-scheduling for all regular part and full-time RNs and for relief RNs. The ED will continue to provide self-scheduling specifically for the night shift. Self-scheduling may be modified by mutual agreement or discontinued by either Party with 30 days of notice.~~

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

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

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

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Reporting an Unscheduled Absence.

Nurses are required to notify the Hospital per their Department guidelines as far in advance of their unscheduled absence as possible, but not less than two and one-half hours in advance of the start of their scheduled shift if they will not be able to report to work.

7.11 Relief Nurse Work Requirements.

7.11.1 Relief Nurses. Relief nurses will be hired and required to work specific shifts (including nights only, days only, or variable shifts) in specific departments. A relief nurse must comply with the following requirements during the time that the relief nurse is actively employed by the Hospital:

7.11.1.1 Minimum Number of Hours. A relief nurse must schedule to work available shifts, as determined by the Hospital, in the nurse's department (or if the nurse has more than one department, then in each of the nurse's departments) for which the nurse has been hired to work. A relief nurse hired to a day shift position or a night shift position may not pick up other shifts unless they fulfill their minimum positioned shift requirements. To maintain relief nurse status, the nurse must:

1. Work at least 400 hours each calendar year and at least 24 hours per four-week work schedule in the nurse's department, provided work is available and the relief nurse is needed. Any such hours worked at the request of the Employer shall count toward meeting the minimum hourly obligation for the month and the year. Shifts worked at the request of the Employer are defined as (1) unfilled shifts which the relief nurse chooses prior to the posting of the schedule; or (2) shifts worked at the Employer's request during the posted work cycle. Hours spent completing mandatory education requirements are not included in these hourly minimums. Nothing in this section shall be interpreted as a guarantee to relief nurses of a minimum number of hours or shifts.

2. Work 12 weekend shifts per calendar year, provided work is available and the relief nurse is needed.

7.11.1.2 Weekend Hours. If the relief nurse is hired to more than one department, then the weekend requirement applies in each of the nurse's departments. For departments that do not schedule weekend shifts, Friday or Monday shifts will count toward this requirement.

7.11.1.3 Holidays. Relief nurses must schedule to work at least one summer and one winter holiday per year in the nurse's department (or if the nurse has more than one department, then in each of the nurse's department). Holidays for purpose of this article are:

Summer Holidays:

Memorial Day

Fourth of July

Labor Day

Winter Holidays:

Thanksgiving Day

Christmas Eve after 3:00 p.m.

Christmas Day

New Year's Eve after 3:00 p.m.

New Year's Day

Every other year, the relief nurse must be available for one of the following: Thanksgiving Day, Christmas Eve, or Christmas Day based on the needs of the department.

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

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

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

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

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

7.11.1.6 Position Review. At the request of the Association, the Hospital and the Association will review the staffing pattern and the utilization of relief nurses in a department and will consult as to whether additional regular full-time or part-time positions should be posted. Factors to be considered include the number of relief hours being used and an evaluation of the continued need for that level of nursing hours in the

department. The Hospital agrees that relief nurses should not be used in lieu of posting a new regular part-time or full-time position.

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

7.12.1 Scheduling Guidelines. The standby schedule will be prepared and posted no later than the time frame described in Section 7.8 (Work Schedules). The Hospital will provide the Association with a written description of current department guidelines regarding the scheduling and utilization of standby time. The guidelines are to include the required number of standby hours, if any, per nurse per posted cycle. The guidelines for a department will be made available to the nurses in the department. No nurse shall be required to cover standby hours on short notice after the schedule is posted.

7.12.2 Required Standby. The Hospital will notify and bargain with the Association before either establishing a standby requirement in a department where standby is not currently mandatory or changing the standby guidelines in a department to increase the number of mandatory standby hours. The amount of required standby will be included in the staffing plan in each department.

7.13 Extra Work Scheduling. The Hospital will schedule extra available work in a department on an equitable basis among full-time, part-time, and relief nurses. Prior to the schedule being posted, relief nurses are first offered available shifts up to 24 hours per pay period. Any remaining open shifts are offered to relief, part-time, and full-time nurses on an equitable basis. After the schedule is posted, priority is given first to full-time and part-time nurses who have been called off and need the hours to maintain their positioned hours, and next to relief nurses. The Hospital agrees that such extra work assignments shall not be used in lieu of posting new positions. This provision does not prevent the Hospital from first offering extra work to a qualified nurse who will not be in overtime or premium pay status by accepting the extra work.

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

7.15 Charge Nurse Assignment.

7.15.1 Department Assignment. The Hospital will continue its current practice of having a charge nurse and/or assistant nurse manager/managers/directors on the day, evening, and night shifts in each department that regularly has at least three scheduled nurses. The staffing committee will be used to determine any future changes in the number of charge nurses.

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

7.16 Floating.

A. A nurse may volunteer to be temporarily assigned (floated) for his or her full or partial shift to another nursing department. If there is no qualified volunteer and no reasonable alternative, a nurse may be required to float on an equitable rotational basis (between scheduled qualified nurses within the department) to departments within the group that includes their home department. Nurses may be assigned to alternate locations of the hospital to care for patients normally included in the population cared for in their home department.

The required floating department groupings will be as follows (future departments will be added to the group that most closely aligns based on typical patient acuity and specialty care provided):

- **Med/Surg**

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- Surgical
- Medical
- Ortho/Neuro
- Inpatient Rehab [\(Med/Surg cluster can float in, Rehab is not required to float out\)](#)

- **Critical Care**

- ICU
- Progressive Care Unit
- IMCU

- **Women and Children's services** (see LOA 9)

- Family Birthing
- Pediatrics
- NICU

- **Behavioral Health**

Other than float pool nurses, there shall be no required floating into or out of Inpatient Behavioral Health

Nurses will be oriented to each department included in their assigned floating group areas and have responsibility to maintain competencies for these required floating areas.

B. Nurses may float to any nursing department, including those outside of their required department groups, to be utilized for sitter (one-to-one) assignments. Nurses utilized for sitter assignments outside of their required floating group will not assume primary nursing care as part of this assignment. [The Hospital and the Association agree to work collaboratively to reduce the need for RNs to be used as sitters.](#)

C. When a nurse is floated from his/her department, this will be counted as a “call-off” (Article 11.11.1).

Order of float:

- Volunteers within the department and/or shift affected a volunteer will be permitted to float first.
- Agency/traveler nurses
- Shared nursing pool
- Seasonal nurses on a rotational basis
- Relief nurses on a rotational basis
- Any regular full- or part-time nurses who are working an extra shift above their positioned hours
- And then by a system of rotation among the regular full-time and regular part-time nurses (including regular nurses in temporary assignments specified in section 11.8 of this Article).

C.

D. Each department’s UPC will develop floating standards which will include definitions of full assignment, light assignment, and supplemental assistance. The supplemental assistance description will not allow assumption of primary responsibility for patients on the department. Nurses who volunteer to float shall receive patient assignments commensurate with their skills and competencies.

7.16.1 Float Exceptions. Nurses regularly scheduled in a department requiring mandatory standby scheduling shall not be required to float outside their department or area without the nurse's prior consent, unless there is no other reasonable alternative to meet urgent patient care needs and is for as short a time as possible. Nurses with prior experience will not be required to float for ninety (90) days unless mutually agreed in writing. Nurses in a specialty fellowship program will not be required to float for six months. Nurses in a new graduate residency program will not be required to float for one year.

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

7.16.3 Return to Department. To ensure continuity of care for the patient, it is the intent that a regularly scheduled nurse floated from ~~his/her/their~~ his/her/their department will finish ~~his/her/their~~ his/her/their assignment in the department they floated to. A regularly scheduled nurse floated from ~~his/her/their~~ his/her/their department may be returned to ~~his/her/their~~ his/her/their home department if their skills are needed for patient care, as determined by house supervisor/management utilizing department guidelines and/or charge nurse request.

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

~~**7.16.4 Low Census (HR).** For the purpose of low census call-off (HR) rotation, a nurse mandated or volunteering to float from their home department will be considered as having taken their "turn" in the rotation in order to incentivize voluntary floats to departments where the nurse is qualified.~~

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7.17 Float Pool The general float pool and critical care float pool shall be maintained in order that unpredicted gaps in a department's staffing will be filled with expert nurses who are hired for the purpose of floating and, as such, maintain expertise on multiple departments.

The general float pool will be required to float to Medical, Surgical, Ortho/Neuro, Inpatient Rehab, progressive care unit and one department of their choosing from the following list:

- Inpatient Behavioral Health
- IMCU
- FBC (post-partum)

The Critical Care float pool will be required to float to:

- Emergency Department
- ICU
- IMCU
- PACU
- PCU
- MDU
- Progressive Care Unit

Float pool nurses will be required to achieve and maintain the same core competencies and certifications as nurses of the departments for which they are required to float. Float pool nurses shall also receive orientation commensurate with core staff for each of the departments for which they are required to float. A nurse may request reorientation to any department if the nurse feels that reorientation is necessary.

If the Hospital establishes new patient care departments during the life of this contract they must notify the Association and upon request bargain to reach mutual agreement in order to require float pool nurses to work in those new departments and/or floating restrictions in and out of the new department. Only Articles 7.16 and 7.17 will be opened for these negotiations.

For the purposes of Article 11.5 and 11.7, Float Pool Nurses who (1) have been in the float pool for two years or (2) worked a minimum of 500 hours in the department or (3) meet the minimum posted requirements for the department, will be treated as in-department applicants for those departments in which they work, provided the nurse places their name on the department preference list. For the purpose of Article 11.11 Low Census, float pool nurses shall be treated the same as in-department core nurses.

ARTICLE 8 – COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A. Nurses' compensation shall be computed on the basis of hours compensated. The Hospital and the Association agree and recognize that compensation is a central factor in retaining and recruiting the nursing workforce necessary to care for our patients and the community.

- i. March 5, 2023: \$5.00/hour increase in base wage
- ii. July 1, 2023: \$5.00/hour increase in base wage
- iii. July 1, 2024: 4% increase in base wage
- iv. July 1, 2025: 4% increase in base wage
- v. January 1, 2026: 4% increase in base wage

8.2 Progression. Nurses move to a higher step at the beginning of the pay period closest to their anniversary date in accordance with Appendix A.

8.3 Credit for Prior Experience. As a new employee of the Hospital, nurses shall be given year for year credit for equivalent relevant past experience as a registered nurse in an acute care setting, which shall determine appropriate step placement on the wage scale (Appendix A). Relevant experience in a non-acute care setting will also be considered. In addition, the Hospital may approve an initial placement at a higher step when it deems appropriate. Nurses shall receive written notice of the rationale for their step placement, and rate of pay in their offer letter prior to commencement of their employment. Nurses may request a correction to their step placement within ninety days of hire or ninety days of ratification via a written request for review. The correction will be prospective only.

8.4 Merit and Bonus Pay. The Association recognizes this Agreement to be the minimum standards of employment. This Agreement should not be construed to limit

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management's right to reward an individual nurse's performance over and above the prescribed conditions called for in this Agreement. If requested by the Association, the Hospital will provide a list of wage increases and bonus compensation awarded under this provision.

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

8.5.1 Overtime. Overtime compensation will be paid at one and one-half times the nurse's regular straight time hourly rate of pay for hours worked in excess of:

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

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

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

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

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hours worked in nursing duties outside the hours on the posted work schedule, including mandatory department meetings and in-services but not including non-mandatory unit meetings and in-services. Beginning December 1, 2022, mandatory department meetings and in-services will not be included in the hours worked for premium pay.

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

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

D. Paid Education or Meetings Pre/Post Shift: For paid staff meetings or paid training programs which are contiguous to the nurse's work shift. For definition of this item, "contiguous" will mean up to 30 minutes before or after the nurse's shift.

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

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8.5.3 Extra Shift Incentive Pay (Critical Need Shift). At management's discretion, extra shift incentive pay may be offered to a regular full-time or part-time nurse who is requested by the Hospital to fill a critical need shift on short notice. The shift must be scheduled for at least two or more consecutive hours in direct hands-on patient care no more than seven days 48 hours before the beginning of the start of the identified shift ~~(this will be extended to two full working days for units that are not open 24/7)~~. The nurse will be compensated at the rate of time and one-half the nurse's regular hourly rate of pay plus \$~~12.13~~.00 per hour for each hour worked on the shift, provided that the criteria in both A and B below have been met. The extra shift incentive pay will be clarified at the time the nurse agrees to work the extra shift.

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

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

Nurses scheduled to work an extra shift per this section 8.5.3 will be guaranteed a minimum of two hours pay if they report to work. However, this provision shall not apply if the Hospital makes a reasonable effort to notify the nurse by telephone not to report to work at least two hours before the scheduled time to work. It shall be the responsibility of the nurses to notify the Hospital of

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1 their current address and telephone number. This does not in any way modify
2 any other sections of the agreement, in particular 7.10 Report Pay and 11.11.1
3 Call-Off Order.

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

11
12 **8.7 Consecutive Weekends.** Weekend work is paid at straight time unless one
13 of the provisions below applies or other overtime provisions apply. The premium
14 provisions below shall not apply when the nurse requests such a work schedule.

15
16 1. For regular full-time and part-time nurses scheduled to work every other
17 weekend. If the nurse is scheduled or called in on an unscheduled weekend, the
18 nurse will be paid for all hours worked on the unscheduled weekend at the rate of
19 one and one-half times (premium pay) the nurse's regular hourly rate of pay.

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

27
28 ~~2.3.~~

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

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

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

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

8.9 Shift Differential.

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

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

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

~~**8.9.4 Night Shift.** The night shift differential will be \$5.34 10.00 per hour~~

~~_____~~ and ~~\$6.89~~12.00 per hour after two continuous years and \$14.00 per hour at five
years of employment as a bargaining unit nurse. The ~~\$6.89~~ differential will begin
_____ on the first pay period after the nurse's applicable ~~second year~~ anniversary.

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

8.10.1 Standby Rate. Nurses scheduled for standby shall be paid the sum of ~~\$7.50~~5.00 per hour for each hour of scheduled standby. ~~with the following exception: Implementation of increase on Jan 1, 2024.~~

~~Nurses scheduled for mandatory standby teams in MDU, CVL, PACU, OR, Dialysis, CVOR and Radiology will be compensated for standby hours on the following pay schedule based on the average scheduled standby hours for all nurses on the team. Average scheduled standby will be determined by taking the total number standby hours covered by the team, divided by the number of members on the team.~~

The following schedule:

0 to 80 = \$5.00 per hour

81 to 120 = \$10.00 per hour

121 + = \$15.00 per hour

(These hours represent the team average, not individual standby hours.)

~~If a nurse who has been called off and placed on standby is called back to work all or any part of the shift from which the nurse was called off, the nurse will be paid standby compensation of \$5.00 per hour regardless of the applicable standby rate and callback pay as provided in 8.10.2 for all hours actually worked.~~

8.10.2 Callback Pay. Time actually worked while scheduled on standby. Callback shall be compensated at one and one-half times the nurse's regular straight time hourly rate of pay as set forth in Appendix A, in addition to standby compensation.

Callback hours for nurses in the following departments will be paid at the rate of one and three-quarters times the nurse's regular rate of pay: MDU, CVL, PACU, OR, Dialysis, CVOR and Radiology. (moved to 8.10.4)

8.10.3 Mandatory Standby Team Rate.

Nurses scheduled for mandatory standby teams in MDU, CVL, PACU, OR, Dialysis, CVOR and Radiology will be compensated for standby hours on the following pay schedule based on the average scheduled standby hours for all nurses on the team. Average scheduled standby will be determined by taking the total number standby hours covered by the team, divided by the number of members on the team, (excluding Travelers and Relief nurses).

The following schedule:

0 to 80 = \$7.50 per hour

81 to 120 = \$12.50 per hour

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position and relief charge nurses will receive \$5.003.50 for all hours performing a charge RN assignment duties.

8.13 Specialty Coordinator Pay. Add \$4.002.50 per hour to the appropriate general duty nurse compensation for all compensated hours.

8.14 Preceptor Pay. Add \$32.00 per hour worked while assigned preceptor duties, except in the case of precepting students on a voluntary basis. Preceptors are subject to low census as specified under section 11.11.

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

Nurses required to who have an advanced degree (Bbachelor's degree in nursingSNor or Masters degree in nursingSN) and an advanced certification for their position will be paid for their advanced degree at the applicable rate (BSNBachelor's prepared nurse: 4 percent, MSNMaster's prepared nurse: 5 percent) plus \$11-percent for the advanced certification.

8.16 Float Pools Differential. Effective the first pay period following July 1, 2020, nurses in the general ff float pool nurses s (Patient Care Support and Critical Care Float Pool) will receive an additional \$122.00 per hour for all hours worked.

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8.17 Weekend Differential. For hours worked on a weekend shift when the nurse is not eligible for time and one-half or greater pay under this Agreement, the nurse will be paid a weekend differential of ~~\$1.80~~\$2.00 per hour worked.

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

8.19 Relief Nurse Pay.

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

8.19.2 Retiree Relief Nurse Pay. Retiree relief nurses shall receive a premium in lieu of the benefits contained in Article 9 at the rate of 20 percent of their regular hourly rate of pay.

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

8.21 Time Cards. The Hospital will provide the nurse the ability to access and

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1 print their time card for current and previous pay periods.

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ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. **4883-6784-1854v.1 0092854-000039**

ARTICLE 9 – EARNED TIME OFF

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

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

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

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

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

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C. Upon termination of employment.

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

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

9.3.1 Schedule.

Duration of Employment Earned Leave Maximum Accrual -Increase by 24 hours
14 per tier

First tier (0-4 years): 216 hours per year, or .10385 per hour. With a maximum accrual of 432.

Second tier (5-10 years): 256 hours per year, or .12307 per hour. With a maximum accrual of 512.

Third tier (10-15 years): 312 hours per year, or .15 per hour. With a maximum accrual of 624.

Fourth tier (15+ years) : 336 hours per year, or 0.16154. With a maximum accrual of 672 hour

1419

~~0 - 4 years 0.0923 hours 384 hours~~

~~5 - 10 years 0.1115 hours 464 hours~~

~~10-15 years 0.1385 hours 576 hours~~

~~15 + years 0.15 hours 624 hours~~

~~19~~

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

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

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26 outlined in Article 9.3. Once a nurse reaches their ~~his/her~~ two-year maximum ETO,
27 ~~he/she/they~~ will cease to continue to accrue ETO until their ~~his/her~~ ETO balance falls
28 below the maximum amount. One time per year the nurse is eligible for ETO cash out of
29 up to 80 hours of ETO, when the nurse has a balance of at least 192 hours. It will be the

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nurse's responsibility to request this cash out one time per calendar year. Maximum accrual for ETO will be prorated for part-time nurses.

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

9.6 Requesting and Granting ETO. ETO must, except in unusual circumstances, be requested in writing in advance of the time off desired. Consistent with the Hospital's responsibilities to provide safe patient care, the Hospital will approve said request if less than 20 percent of the department's core nursing staff have requested that day off (individual departments may exceed the 20 percent minimum). Before the schedule is posted, it is the responsibility of the Hospital to find a replacement for a nurse's granted ETO, including coverage of standby shifts. If a replacement is necessary for a nurse who utilizes emergency or sick ETO, it shall also be the Hospital's responsibility to arrange for the replacement. For ETO requests after the schedule is posted, with management approval, nurses may replace themselves utilizing part-time or relief nurses (this will not count toward the minimum required hours for the replacement nurse's position). ETO approvals cannot be rescinded by either party without mutual agreement once the ETO is on the posted work schedule. An exception to this will be ETO approval for scheduled time off can be canceled if, after the approval was given, the nurse used so much ETO time for purposes other than call-off, emergency or sick that the nurse will not have sufficient ETO time for the scheduled time off.

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

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

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

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

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

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

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

9.7 Holidays. The Hospital will attempt to rotate holiday work. Each department will develop a holiday scheduling plan that will consider anticipated patient volume and provide a minimum of five months’ notice to nurses of holiday coverage for upcoming holidays.

9.7.1 For departments that are closed on a holiday or open for urgent and emergent cases only, if a manager is unable to schedule a nurse for their positioned FTE due to a holiday specified in Section 8.8, a nurse has the following options:

- 1. Take the holiday off as HR and use all or part of it as ETO.
- 2. Take the holiday off as HR and save ETO for later use.
- 3. May request to be scheduled on a different shift (day, evening, or night) in the same work week. This shift shall not be considered an “extra shift” for purposes of Sections 7.13 and 11.11.1.

9.7.2 Nurses in departments that are open on a holiday, specified in

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

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

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

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

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

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

9.9 ETO Department Guidelines. By consensus, the nurses and the supervisor/manager/director in a department may develop additional ETO department guidelines, including seasonal and holiday requirements, or may agree to modify the above guidelines. These additional or modified guidelines that can be reasonably

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implemented will be approved by the Patient Care Support office. If these additional or modified ETO department guidelines cannot reasonably be implemented, and upon request by the Association, the Association and the Hospital shall meet to resolve the problem. The Patient Care Support office can give approval with the condition that the department will be responsible for administering the additional or modified guidelines. A copy of any additional or modified guidelines will be maintained in writing in the department and in the Patient Care Support office and will be given to the Association.

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

9.11 Payment of ETO.

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

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

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1 exhausted.

2

3 **9.11.3 Movement to a Relief Position.** When a regular nurse transfers to
4 a relief position, accrued but unused ETO hours will be paid to the nurse based
5 on the nurse's regular rate of pay (without regard to the relief differential in
6 Section 8.18) within 12 months. Within 12 months, the payout will be made in
7 one or two pay periods, as requested by the nurse.

ARTICLE 10 – LEAVES OF ABSENCE

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

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

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

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

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

10.4 Return from Leave.

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

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1 with provisions of FMLA/OFLA.

2

3 **10.4.2 More than Thirty Days.** Nurses returning from an authorized leave

4 of absence of more than 30 days or non FMLA/OFLA medical leave of 60

5 calendar days or more duration, shall be returned to the same position and/or

6 shift if still available. Return to work from FMLA/OFLA shall be in accordance

7 with provisions of FMLA/OFLA.

8

9 **10.5 Absences with Pay.**

10 **10.5.1 Bereavement.** A regular full-time or regular part-time nurse who

11 has a death in his/her immediate family, or immediate family of spouse or

12 domestic partner (i.e. father, mother, husband, wife, domestic partner, brother,

13 sister, son, daughter, grandparent, or grandchild) will be granted time off with pay

14 for up to three regularly scheduled workdays to attend the funeral. An additional

15 two days' pay may be granted when such death of an immediate family member

16 requires travel of more than 500 miles one-way distance to attend the funeral.

17 Time off with pay up to one regularly scheduled workday, with a limit of two such

18 leaves a year, shall be granted when there is a death of other relatives.

19

20 **10.5.2 Definition of Domestic Partner.** For purposes of administering

21 bereavement leave when a "domestic partner" relationship is involved, an

22 affidavit must be signed by the employee and whenever possible his or her

23 domestic partner that affirms the following circumstances:

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

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- with each other for the rest of their lives;
- They have joint financial accounts and have agreed to be jointly responsible for each other's common welfare, including basic living expenses;
- They are the sole domestic partner of each other and have no other domestic partner; and
- They are both 18 years of age or over.

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

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

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

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

12-hour night shift nurses will work from 1900-2330 prior to reporting to

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

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

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

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ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ARTICLE 11 – SENIORITY AND LAYOFFS

11.1 Seniority. Seniority shall mean the length of continuous employment by the Hospital of a nurse covered by this Agreement. Seniority shall be accumulated for each regular nurse within the bargaining unit on the basis of years of service to the Hospital. Relief nurses shall accumulate seniority separately based upon hours worked. For the purpose of calculating seniority, if a nurse moves to and from relief status, one year of seniority shall equal 1,800 hours of relief work.

A newly hired seasonal nurse will not accrue seniority or benefit status while in the seasonal position. If a bargaining unit nurse is awarded a seasonal position, he/she will retain seniority while in the seasonal position on a pro-rated basis. The pro-rate will be based on hours worked, and one year of seniority shall equal 1,800 hours. Once the seasonal position is finished, the bargaining unit nurse will need to return to a position eligible for seniority accrual in order to maintain their accrued seniority.

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

11.3 Loss of Seniority. Continuous employment that has been interrupted by the occurrence of the following:

1. Termination.
2. Layoff for lack of work which has continued for six consecutive months.
3. Continued absence following the expiration of a written leave of absence or emergency extension thereof granted by the Hospital.
4. Absence from work for three consecutive working days without notice to

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the Hospital.

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

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

11.5 Job Posting. Each department will maintain a preference list of all nurses who wish to change shifts or FTE as vacancies occur in their department. This preference list will be updated whenever a change is requested by a nurse to a department management team member(s) via email. The preference list will be available for viewing in the charge nurse area, or equivalent in each department. Seniority will be validated with each vacancy to ensure accuracy.

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

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

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

11.6 Posting/Bidding Exceptions.

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

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

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hours.

11.6.3 Temporary Assignment Pending Award. The Hospital may fill

vacancies temporarily, without regard to the procedures of this Article, in emergencies when the assignment is for 30 days or less or pending completion of the application process.

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

11.7 Filling of Vacancies.

11.7.1 Position/Shift Changes Within a Department. Nurses may sign up on a preference list in their department to indicate interest in changing positions/shifts within their department; the list will include contact information for communication via email and/or text. When a general duty nurse (as defined by Article 3.2) vacancy becomes available in a department, the hiring manager will offer the position/shift via email and/or text to all nurses on the preference list for that department. The position/shift will be given to the most senior nurse on the preference list that accepts within 72 hours (or less, if the most senior nurse on the list accepts in less time).

When a positioned charge nurse (as defined in Article 3.3) vacancy becomes available in a department, the hiring manager will offer the position/shift via email and/or text to all positioned charge nurses on the preference list for that department. The position/shift will be given to the most senior positioned charge

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nurse on the list that accepts within 72 hours (or less, if the most senior positioned charge nurse on the list accepts in less time).

If the vacancy is not filled with the above process, the Hospital will post vacancies for a period of seven calendar days. Position postings shall include required qualifications, department, shift, hours, start and stop times, weekend obligation, and mandatory standby obligation (for departments listed in 8.10.2). Qualifications will be based on the requirements of the position, and will not be developed in order to unfairly favor a particular applicant.

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

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

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

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

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

Bend ONA Nurses shall be given preference over all other applicants for an open position provided such nurse meets the posted qualifications except that an external candidate may be selected if that candidate has substantially greater qualifications as defined above in this section. A nurse may be denied a position if issued a final written warning within 36 months of the application. Every nurse shall receive consideration for promotional advancement. Candidates have the responsibility to actively engage in the process to fill positions. Nurses may be disqualified if they fail to respond to in-person or telephone (including voice or text message) interview scheduling requests within 72 hours.

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

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

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

11.11 Low Census.

11.11.1 Call-Off. In the event the Hospital must reduce the work force for a given unit or shift for a short-term staffing adjustment, then such a reduction shall occur as follows provided the nurses remaining on the unit and shift a qualified to perform the work to be done.

The following order does not prevent the Hospital from calling off a nurse who would receive overtime or premium pay for the shift before calling off a nurse who is not eligible for overtime or premium time. An exception to this will be when a nurse has ten hours or less break before his/her next regularly scheduled shift; the nurse will not be called off out of rotation for that regularly scheduled shift but may be called off in rotation.

Order of call-off:

- Agency nurses
- Shared nursing pool
- Volunteers within the department or shift affected willing to be on standby
- Volunteers within the department and/or shift affected,
- Traveler nurses,
- Any regular full- or part-time nurses who are working an extra shift above their positioned hours,
- Seasonal nurses on a rotational basis,
- Relief nurses on a rotational basis,

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

4 This provision applies to:

- 5 1. Mid-shift cancellations after the nurse has reported to work
- 6
- 7 2. Prior to the start of the shift. (See nurse’s status prior to the start of the
8 shift.)
- 9

10 **Nurse's Status During a Mid-Shift Cancellation.**

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

13

- 14 1. Full call-off: The nurse is not obligated to the Hospital for the remainder of
15 the shift.
- 16
- 17 2. Standby: By mutual agreement, a nurse may volunteer to be placed on
18 standby for all or a portion of the remainder of their shift. If there are no
19 volunteers for standby, up to two nurses per unit may be required to be on
20 standby for all or a portion of the remainder of their regularly scheduled shift on a
21 rotational basis. If the nurse is being placed on standby for only a portion of their
22 regularly scheduled shift, the length of time they are required to be on standby
23 shall be determined at the time the nurse is placed on standby and shall not be
24 altered except to be placed on full call-off.
- 25

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

28

29 **Nurse's Status Prior to the Start of the Shift.**

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

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

2. Delayed Start:

a. For 12-hour shifts, call-off before the nurse's scheduled shift is limited to the full shift or the first four hours (except as provided in [b] and [c] below).

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

c. By mutual agreement, a nurse may volunteer to be placed on standby. If there are no volunteers for standby, up to two nurses per unit may be required to be on standby for all or a portion of their regularly scheduled shift on a rotational basis. If the nurse is being placed on standby for only a portion of their regularly scheduled shift, the length of time they are required to be on standby shall be determined at the time the nurse is placed on standby and shall not be altered except to be placed on full call-off.

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

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

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

1. The nurses may confer among themselves to see if they can reach mutual agreement as to who will be called off first.

2. In the event the nurses do not reach agreement among themselves, call-off order among the volunteers will be based on rotation (i.e., the nurse who has been called off furthest in the past will be offered the voluntary HR). In the unlikely event of a tie, seniority shall prevail between two or more nurses who were all called off on the same date.

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

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

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

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

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

11.13 Layoff In the event the Hospital must reduce the workforce for a period of 14 continuous calendar days or more in a given unit, ONA can request a meeting with the leadership in the unit to review the reasons for the reduction in workforce and whether a layoff should be initiated. The meeting will be scheduled within five business days. Once the parties have met, if it is determined that a layoff is needed, the Hospital shall institute a layoff that will be in reverse order of seniority provided the nurses remaining on the unit are qualified to perform the work to be done. If unable to agree in the meeting, ONA can demand a layoff be initiated. Nothing in this language prevents the Hospital from initiating a layoff.

The Hospital will provide as much advance notice as reasonably possible, but in all cases, in accordance with Article 5.4 - Notice of Termination, in no case will this notice be less than 21 calendar days. A nurse selected for layoff will have the following steps in the following order. For purposes of this Article, similar category applies to "benefited" positions and "relief" positions. Benefited nurses can bump the least senior benefited nurse, and relief nurses can bump the least senior relief nurse in each step. If multiple positions are being eliminated, the most senior nurse shall exercise their choice among the available options first. In the event that the Hospital is eliminating an entire

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unit, job classification, or major portion thereof, or is combining or separating units, the Association and Hospital will discuss additional options related to such reorganization.

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

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

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

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

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

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

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1 **11.14 Recall.** Recall from such layoff will be in the reverse order of the layoff. A
2 nurse rejecting an offer for a position in a similar category will end the Hospital's
3 obligation to recall the nurse and the nurse will forego any further recall rights.

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

7
8 There shall be no new temporary, seasonal, or traveler nurses brought in while
9 qualified laid-off nurses are immediately available until such positions have first been
10 made available to the laid off nurse. The laid-off nurse must notify the Hospital within 48
11 hours if they will accept this position. If a temporary vacancy occurs that is expected to
12 last two weeks or more, the laid-off nurse shall be offered such temporary work for up to
13 six months following the last day they worked.

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ARTICLE 12 – HEALTH AND WELFARE

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

12.1 Health Insurance. The Hospital will offer through December 31, 2022 the St. Charles Health System Employee Benefit Plan to all benefit eligible nurses in accordance with the terms of the current plan. Benefit eligible nurses will be eligible to select one of the two following St. Charles Medical/Rx plans: Caregiver Directed Health Plan (CDHP) with a health savings account (HSA) or the Preferred Provider Option (PPO) as outlined in the Summary Plan Description and Benefits Revolution. The CDHP deductible and out-of-pocket maximum will be reviewed on an annual basis and adjusted to follow IRS regulations applicable to the plan. Vision and dental coverage or a substantially equivalent plan will continue to be available to all benefit eligible nurses for the remainder of this agreement. The SCHS medical/Rx plans will be offered to all benefit eligible nurses for the remainder of the Agreement and consistent with IRS, federal and state regulations.

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

Caregiver Directed Health Plan

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

Position	Hospital Portion of Premium	
	Employee	Dependent
72 hours per pay period to 80 hours	90%	80%

60 hours per pay period to 71 hours	90%	65%
48 hours per pay period to 59 hours	65%	45%
40 hours per pay period to 47 hours	55%	45%

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

Position	Hospital Portion of Premium	
	Employee	Dependent
72 hours per pay period to 80 hours	85%	75%
60 hours per pay period to 71 hours	85%	60%
48 hours per pay period to 59 hours	60%	40%
40 hours per pay period to 47 hours	50%	40%

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

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

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

CAP Visits. Effective upon ratification, nurses will be permitted 12 CAP visits per year.

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

Short-term disability will have a seven calendar day elimination period, unless the nurse is hospitalized 24 hours or more (in which case short-term disability benefits will begin immediately). [The 24 hour hospitalization exception ends effective 1/1/2020] The seven-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 26 weeks (including the elimination period).

Short-term disability benefits during weeks one through 13 will be paid as follows:

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

Short-term disability benefits during weeks 14 through 26 will be paid as follows:

All tiers of service	60% of weekly earnings
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12.3 Long-Term Disability. The Hospital shall continue to provide a long-term disability program for all benefit eligible nurses. The Hospital will pay the premiums for a program that provides an income replacement benefit of 60 percent of gross base pay, to a maximum benefit of \$5,000.00 per month, following a 180 consecutive day elimination period.

12.4 Life Insurance. The Hospital shall provide a group life and accidental death and dismemberment (AD&D) insurance policy for all benefit eligible nurses at no cost to the nurse. The coverage will be effective the first of the month following 90 days of continuous active employment. Coverage will be in an amount equivalent to the nurse's annual base wage, as defined by the plan document with a minimum benefit of \$35,000.00 and a maximum benefit of \$100,000.00.

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

12.6 Employee Health Services.

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

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

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

12.7 Retirement Plan

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

12.7.2 Matching Contributions. The Hospital agrees to match nurse contributions to the retirement plan up to 6 percent of total compensation for all benefit eligible nurses after one year of employment. The above referenced provision shall be interpreted in a manner to enable the retirement plan to remain tax-qualified in compliance with the IRS guidelines. All matching contributions by the Hospital will be subject to the following vesting schedule. Eligible caregivers must complete 1,000 hours each calendar year in order to receive a year of vesting service.

- Funds contributed during the first year of eligibility: 0 percent
- Funds contributed during the second year of eligibility: 25 percent
- Funds contributed during the third year of eligibility: 50 percent
- Funds contributed during the fourth year of eligibility: 75 percent
- Funds contributed during the fifth and subsequent years of eligibility: 100 percent
- Forfeited funds will be used to offset future matching contributions.

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

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

12.9 Compliance with Law. All SCHS welfare and benefit plans described herein shall comply with applicable law.

~~12.10 Pilot Program. Nurses will be offered the option to participate in a new low-cost health benefit plan, the Select PPO, to be included as a pilot opportunity in benefit year 2019.~~

12.11 Medical Benefits Advisory Committee. ONA will appoint up to two RNs from the Bend 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 inpatient and outpatient benefits provided under the plan.

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ARTICLE 13 – PROFESSIONAL DEVELOPMENT

13.1 Evaluations. The Hospital shall provide counseling and evaluations of the professional performance of each nurse covered by this Agreement not less than once per year. Nurses shall have the right to respond in writing to evaluations and have that response incorporated into the record. Nurses are encouraged to provide timely feedback about concerns with leadership or colleagues through their reporting structure, human resources, or ethics point.

13.2 In-Service Education.

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

13.2.2 In-Service Requirement. As a condition of employment, all nurses covered by this Agreement shall be required to participate in in-service education during each year of employment. Such education shall be made available to all shifts. Nurses who have difficulty completing required computer-based education learnings (CBL) during their regularly-scheduled shifts, will be allowed, with leadership preapproval, to come into the hospital to complete them at their applicable rate of pay including applicable differential, and overtime for hours worked.~~should confer with leadership to discuss options for completing their CBLs in a timely manner.~~ BLS via Hospital approved training is required for all nurses. The PNCC Chair and ~~the Director of~~ Clinical Practice and Professional

Development (CPPD) [leadership](#) will provide PNCC with the department-specific required education and certifications for each department at the end of each year. The PNCC Chair and CPPD ~~Director~~ [Leader](#) will work collaboratively to share information regarding department-specific required training, educational offerings and certifications in an effort to ensure continuity of programs being offered and to reduce duplication. Recommendations of the PNCC as to in-service education programming and conference attendance will be given consideration.

13.3 Educational Conferences. If the Hospital or department manager requests a nurse attend an educational conference, the nurse will be paid for their regularly scheduled hours (base rate of pay, plus lost differentials). The Hospital will reimburse the nurse for reasonable out-of-pocket expenditures including registration and travel expenses.

13.4 Educational Development Fund. An educational development fund shall be established annually to provide for non-mandatory paid education leave (including paid time, tuition, expenses, and PNCC sponsored education offerings). The PNCC and the CPPD will work collaboratively to identify educational opportunities for nurses and ensure joint educational offerings advance nursing practice are in alignment with the Hospital's strategic direction and goals to include the commitment to safe patient care. If a nurse chooses to attend an educational conference that is funded with the educational development fund and the ETO request is approved, once per year the nurse may elect to utilize leave without pay instead of ETO for conference days that otherwise would have been days worked.

13.4.1 Funding Effective ~~January 1~~ [July 1, 2023](#) ~~2019~~ the annual contribution to the educational development fund shall be \$~~190~~ [75](#),000.00. Educational development fund monies shall be available for nurses after the completion of the introductory period specified in Section 5.2. This provision shall

be in addition to the Hospital required in-service education specified in Section 13.2.2; but shall include approved paid attendance at Hospital-sponsored educational programs and seminars requested by the nurse. The education development fund shall be established January 1 of each year with any under-expenditures up to 10 percent of the annual contribution eligible to carry over to the next year.

13.4.2 Fund Allocation. The nurse shall apply for education funds by delivering the application/PNCC request in writing to the PNCC. The PNCC shall review the application, make a decision, allocate the appropriate funds, and then submit it to the Hospital's Accounts Payable office for review and payment. In support of this process, the Hospital will provide the PNCC with access to a credit card to be used in accordance with PNCC policy. The credit card may be utilized to facilitate payment of membership dues, certifications, and registration fees, and will be administered in accordance with established spending thresholds and guidelines. Upon request, the committee will submit reports to the Hospital of applications submitted and approved showing the name of the nurse and the educational program.

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

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

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

13.6 Tuition and ~~Related~~ Advanced Certification Expense Reimbursement. In addition to the funds available under Section 13.4, the Hospital will establish an annual fund in the amount of \$125,000.00 to assist regular full-time and part-time nurses in obtaining a baccalaureate or master's degree in nursing or a nursing specialty related to the practice of nursing within the Hospital. Nurses receiving such funds shall agree to reimburse the Hospital should they separate from Hospital employment within two years after completion of the advanced degree program. All classes must be passed with a grade of "C" or better. PNCC and the Hospital shall jointly develop a work instruction that outlines the best use and distribution of these funds. Usage of funds will be reported to PNCC quarterly. At year end, the maximum roll over amount will not exceed \$3025,000.00 per year.

1. Bachelor's ~~degree of Science~~ in Nursing (BSN) and Master's ~~degree of Science~~ in Nursing (MSN): ~~Costs of tuition will be reimbursed at up to \$459.00 per credit hour, which is based on the 2017-2018 OHSU online BSN rate for registered nurses. If funds are available after tuition has been reimbursed, books and associated fees for classes that are part of a program to obtain a MSN or BSN will be reimbursed up to 50 percent.~~

2. Advanced certification reimbursement: The Hospital will pay reasonable fees associated with obtaining an advanced certification for regular full- and part-time nurses covered by this agreement. The Hospital will pay for program cost, material expense, and testing fee for initial certification that qualifies for the advanced certification incentive. An approved list of advanced certifications shall be established by mutual consent between the PNCC and the nurse executive or

designee and shall be updated on an annual basis at the end of each calendar year. The Hospital will also pay recertification fees for that advanced certification.

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

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

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

13.9 Specialty Unit Training. If a temporary position is created for the purpose of training in a specialty area, the position will be posted in the same manner and duration as other position postings under this Agreement. An interview committee will be named, which will include an Association representative from the specialty unit, unit leadership, and bargaining unit nurse(s) from the specialty unit selected collaboratively by the Association representative and the supervisor/manager/director. The committee will make a selection recommendation by consensus to the

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

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

13.10 Transition Fellowship Program. ~~The Hospital shall develop a transition program to provide opportunities for Bend ONA nurses who desire to work on specialized units for which they do not have the required experience. The transition program will establish training positions in specialized units currently requiring experience in the specialty. Training positions will be posted and filled according to written criteria and will not be arbitrary or capricious. The transition program will be implemented no later than January 1, 2020.~~

Insert Fellowship LOA in this Article

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ARTICLE 14 - PROFESSIONAL NURSING CARE COMMITTEE (PNCC)

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

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

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

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

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

14.3.1 Individual Responsibility. A nurse may only accept nursing

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

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

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

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

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

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

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

14.9 Staffing.

A. Hospital Staffing Committee A designated committee member will actively participate in the Hospital staffing committee to review and resolve issues and concerns with staffing plans, patterns, acuity of patients, and staff reports. If an individual nurse has a concern related to staffing on the nurse's department, the nurse should discuss

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the matter with his or her charge nurse or department leadership. The nurse will complete a staffing incident report and give the completed report to his or her immediate supervisor. The charge nurse, supervisors/managers/directors, or house supervisor will send the report to the Bend staffing committee. Within 14 days after Bend staffing committee receives a staffing incident report completed and submitted by a nurse, the Hospital will acknowledge receipt of the report to the nurse who submitted it and to the Bend staffing committee. The original report will be sent to the committee for review. The Bend staffing committee will return the report to the staffing office for filing. As with any quality record, the committee will protect the confidentiality of the information contained in any staffing incident report it receives. If the nurse has requested follow-up, a member of the department leadership team will notify the nurse of the outcome of the review. Staffing incident reports are screened by the Bend staffing committee, as well as scheduling, and acuity supervisors/managers/directors and, if necessary, returned to department leadership for additional information. Trends related to staffing incident reports will be reviewed by the Bend staffing committee. Staffing plan compliance concerns will be reviewed by the Bend staffing committee within 45 days of the complaint.

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

14.11 Administrative Assistance. The Hospital will provide administrative assistance to PNCC and assist in the processing and record keeping of PNCC funds. Monthly, quarterly and annual reports of funds and expenditures will be prepared by the administrative financial assistant for PNCC and the director of education's review. Other administrative duties can be assigned as deemed appropriate by PNCC and the director of education, including but not limited to preparing reports if requested by PNCC.

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14.12 Shared Governance. The Hospital and the Association encourage nurses to be actively involved in developing and maintaining a shared governance structure process. The Hospital agrees that a shared governance committee comprised of Hospital leadership, bargaining unit nurses and interdisciplinary team members will meet routinely for the purpose of developing and implementing a shared governance structure. The committee's focus includes nursing engagement, the patient experience and quality outcomes. The work of the committee will support the Hospital's vision, mission and values. The ONA represented staff members and one co-chair for the Hospital-wide shared governance councils will be selected through an election process defined by the ONA. Additional ONA represented nurses may be added by mutual agreement of the committee co-chairs. ONA represented nurses shall have an equal voice in decision making in each shared governance council. Provided the nurses has been preapproved by the appropriate leader, the nurse shall be paid at straight time for Shared Governance committee meetings and for related work done outside of meeting time.

14.12.1 DPC Composition. Each department is responsible for developing and maintaining a department-based practice committee (DPC) comprised of caregivers and department leadership. The committee shall use shared decision making to address issues impacting the delivery of patient care and nursing practice. Each DPC shall include ONA staff nurses and may include non-ONA direct care staff from within the department. ONA staff nurse representation shall be roughly commensurate with the percentage of ONA staff in the department. All ONA DPC members shall be selected by ONA staff in the department via an election process. One DPC co-chair will be an ONA nurse and be selected by the members of each DPC. Additional ONA represented nurses may be added by mutual agreement of the committee co-chairs.

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14.12.2 DPC Charter. It will be the responsibility of the shared governance central council to develop a standard charter for the department-based committees, to include participation, member selection and selection of the chair. ~~The council will perform a survey ensuring all nursing departments have an established committee. The survey will be performed within 60 days of ratification. Departments without an active committee will present an action plan to address participation (e.g. department committee, combined committee) to the council within 30 days of the survey.~~

14.12.3 DPC Integration with Shared Governance and Escalation of Committee Concerns. Each department practice committee will regularly report the activities of the committee to the nursing shared governance central council via the department practice chair meeting. Activities from the council will regularly be communicated to the department practice chair meeting. Concerns related to the activities of department-based committees will be escalated to the department practice chair meeting and, if not resolved, to the nursing shared governance council.

14.12.4. Nurses shall be paid at straight time for department-based committee meetings and for related work done outside of meeting time as determined and preapproved by the nurse's manager. The Hospital will pre-arrange coverage and release nurses from patient assignments in order to attend scheduled committee meetings provided the nurse has given notice at least two weeks prior to the posted schedule. In the event of unforeseen circumstances on the day of the meeting, patient care needs will be prioritized utilizing available staff. This may result in the committee meeting being rescheduled within two weeks.

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ARTICLE 15 – NO STRIKE, NO LOCKOUT

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

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ARTICLE 16 – GENERAL PROVISIONS

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

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

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

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

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ARTICLE 17 – SEPARABILITY

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

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ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

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

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

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ARTICLE 19 – MANAGEMENT RIGHTS

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

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ARTICLE 20 – DURATION AND TERMINATION

20.1 Duration. This Agreement shall be effective January ~~1, 2023~~~~25, 2019~~ and shall remain in full force and effect through ~~December 31, 2022~~ June 30, 2026 and shall continue in full force and effect from year to year thereafter unless either party gives notice.

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

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

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

APPENDIX A

All tables to be updated upon ratification.

~~Current step schedule will be retained, with the addition of a new step 30 added at 2 percent above the current step 25. The following wage increases will be provided based on a contract that expires on December 31, 2022 (increases are paid at the beginning of the first full pay period following the date noted):~~

Date	Increase
2/1/2019	1%
7/1/2019	2%
1/1/2020	1%
7/1/2020	1%
1/1/2021	Adjustment*
7/1/2021	Adjustment*
1/1/2022	1.5%
7/1/2022	1.5%

~~*Adjustment: From July 1, 2018 through December 31, 2020. The parties agree to a 30-month adjustment period. The 30-month adjustment will be based on (1) the all-cities CPI-W from the average from the third quarter of 2018 to the average from the third quarter of 2019 for 2019, the third quarter of 2019 to the third quarter of 2020 for 2020, plus (2) an additional adjustment of 1.4 percent representing the time period July 1, 2018 to December 31, 2018.~~

~~The percentage increases for each of the years over the 30-month adjustment period will be compared to the actual wage adjustments to the across-the-board increases over the same time period. The across-the-board increases for January and July 2021 will equal any difference between the two with a floor of 3 percent and a ceiling of 4 percent. The difference will be evenly divided between January 1, 2021 and~~

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- 1 ~~July 1, 2021 (i.e., each adjustment will be not less than 1.5 percent nor greater than 2~~
- 2 ~~percent).~~

Year		Increase min.	Increase max.	Cumulative min.	Cumulative max.
0.5	2/1/2019	1.0%	1.0%	1.00%	1.00%
1.0	7/1/2019	2.0%	2.0%	3.02%	3.02%
1.5	1/1/2020	1.0%	1.0%	4.05%	4.05%
2.0	7/1/2020	1.0%	1.0%	5.09%	5.09%
2.5	1/1/2021	1.5%	1.5%	6.67%	6.67%
3.0	7/1/2021	1.5%	2.0%	8.27%	8.80%
3.5	1/1/2022	1.5%	2.0%	9.89%	10.98%
4.0	7/1/2022	1.5%	1.5%	11.54%	12.64%
4.5	12/31/2022				

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1.00%	EFFECTIVE - 2/1/2019			
SCALE	R1	R2	R3	R4
1	\$36.13	\$37.21	\$37.56	\$37.95
2	\$37.55	\$38.67	\$39.08	\$39.43
3	\$39.07	\$40.24	\$40.59	\$40.99
4	\$40.63	\$41.83	\$42.27	\$42.67
5	\$42.30	\$43.56	\$43.98	\$44.43
6	\$42.30	\$43.56	\$43.98	\$44.43
7	\$44.61	\$45.93	\$46.39	\$46.84
8	\$44.61	\$45.93	\$46.39	\$46.84
9	\$46.44	\$47.82	\$48.29	\$48.76
10	\$46.44	\$47.82	\$48.29	\$48.76
11	\$46.44	\$47.82	\$48.29	\$48.76
12	\$48.66	\$50.12	\$50.61	\$51.10
13	\$48.66	\$50.12	\$50.61	\$51.10
14	\$48.66	\$50.12	\$50.61	\$51.10
15	\$50.61	\$52.14	\$52.64	\$53.14
16	\$50.61	\$52.14	\$52.64	\$53.14
17	\$50.61	\$52.14	\$52.64	\$53.14
18	\$52.60	\$54.17	\$54.70	\$55.23
19	\$52.60	\$54.17	\$54.70	\$55.23
20	\$52.60	\$54.17	\$54.70	\$55.23
21	\$54.73	\$56.37	\$56.92	\$57.47
22	\$54.73	\$56.37	\$56.92	\$57.47
23	\$54.73	\$56.37	\$56.92	\$57.47
24	\$54.73	\$56.37	\$56.92	\$57.47
25	\$55.81	\$57.49	\$58.05	\$58.61
26	\$55.81	\$57.49	\$58.05	\$58.61

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27	\$55.81	\$57.49	\$58.05	\$58.61
28	\$55.81	\$57.49	\$58.05	\$58.61
29	\$55.81	\$57.49	\$58.05	\$58.61
30	\$56.93	\$58.64	\$59.22	\$59.78

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2.00%	EFFECTIVE – 7/1/2019			
SCALE	R1	R2	R3	R4
1	\$36.85	\$37.95	\$38.31	\$38.71
2	\$38.30	\$39.44	\$39.86	\$40.22
3	\$39.85	\$41.04	\$41.40	\$41.81
4	\$41.44	\$42.67	\$43.12	\$43.52
5	\$43.15	\$44.43	\$44.86	\$45.32
6	\$43.15	\$44.43	\$44.86	\$45.32
7	\$45.50	\$46.85	\$47.32	\$47.78
8	\$45.50	\$46.85	\$47.32	\$47.78
9	\$47.37	\$48.78	\$49.26	\$49.74
10	\$47.37	\$48.78	\$49.26	\$49.74
11	\$47.37	\$48.78	\$49.26	\$49.74
12	\$49.63	\$51.12	\$51.62	\$52.12
13	\$49.63	\$51.12	\$51.62	\$52.12
14	\$49.63	\$51.12	\$51.62	\$52.12
15	\$51.62	\$53.18	\$53.69	\$54.20
16	\$51.62	\$53.18	\$53.69	\$54.20
17	\$51.62	\$53.18	\$53.69	\$54.20
18	\$53.65	\$55.25	\$55.79	\$56.33
19	\$53.65	\$55.25	\$55.79	\$56.33
20	\$53.65	\$55.25	\$55.79	\$56.33
21	\$55.82	\$57.50	\$58.06	\$58.62
22	\$55.82	\$57.50	\$58.06	\$58.62
23	\$55.82	\$57.50	\$58.06	\$58.62
24	\$55.82	\$57.50	\$58.06	\$58.62
25	\$56.93	\$58.64	\$59.21	\$59.78

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26	\$56.93	\$58.64	\$59.21	\$59.78
27	\$56.93	\$58.64	\$59.21	\$59.78
28	\$56.93	\$58.64	\$59.21	\$59.78
29	\$56.93	\$58.64	\$59.21	\$59.78
30	\$58.07	\$59.81	\$60.40	\$60.98

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1.00%	EFFECTIVE -- 1/1/2020			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$37.22	\$38.33	\$38.70	\$39.09
2	\$38.69	\$39.84	\$40.26	\$40.62
3	\$40.25	\$41.45	\$41.82	\$42.22
4	\$41.86	\$43.10	\$43.55	\$43.96
5	\$43.58	\$44.88	\$45.30	\$45.77
6	\$43.58	\$44.88	\$45.30	\$45.77
7	\$45.96	\$47.32	\$47.79	\$48.26
8	\$45.96	\$47.32	\$47.79	\$48.26
9	\$47.84	\$49.27	\$49.75	\$50.24
10	\$47.84	\$49.27	\$49.75	\$50.24
11	\$47.84	\$49.27	\$49.75	\$50.24
12	\$50.13	\$51.63	\$52.14	\$52.64
13	\$50.13	\$51.63	\$52.14	\$52.64
14	\$50.13	\$51.63	\$52.14	\$52.64
15	\$52.14	\$53.71	\$54.23	\$54.74
16	\$52.14	\$53.71	\$54.23	\$54.74
17	\$52.14	\$53.71	\$54.23	\$54.74
18	\$54.19	\$55.80	\$56.35	\$56.89
19	\$54.19	\$55.80	\$56.35	\$56.89
20	\$54.19	\$55.80	\$56.35	\$56.89
21	\$56.38	\$58.07	\$58.64	\$59.20
22	\$56.38	\$58.07	\$58.64	\$59.20
23	\$56.38	\$58.07	\$58.64	\$59.20
25	\$57.50	\$59.23	\$59.81	\$60.38

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26	\$57.50	\$59.23	\$59.81	\$60.38
27	\$57.50	\$59.23	\$59.81	\$60.38
28	\$57.50	\$59.23	\$59.81	\$60.38
29	\$57.50	\$59.23	\$59.81	\$60.38
30	\$58.65	\$60.41	\$61.00	\$61.59

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1.00%	EFFECTIVE - 7/1/2020			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$37.59	\$38.72	\$39.08	\$39.48
2	\$39.07	\$40.24	\$40.66	\$41.03
3	\$40.65	\$41.87	\$42.24	\$42.65
4	\$42.28	\$43.53	\$43.98	\$44.40
5	\$44.01	\$45.33	\$45.76	\$46.23
6	\$44.01	\$45.33	\$45.76	\$46.23
7	\$46.42	\$47.80	\$48.27	\$48.74
8	\$46.42	\$47.80	\$48.27	\$48.74
9	\$47.84	\$49.27	\$49.75	\$50.24
10	\$47.84	\$49.27	\$49.75	\$50.24
11	\$47.84	\$49.27	\$49.75	\$50.24
12	\$50.63	\$52.15	\$52.66	\$53.17
13	\$50.63	\$52.15	\$52.66	\$53.17
14	\$50.63	\$52.15	\$52.66	\$53.17
15	\$52.66	\$54.25	\$54.77	\$55.29
16	\$52.66	\$54.25	\$54.77	\$55.29
17	\$52.66	\$54.25	\$54.77	\$55.29
18	\$54.73	\$56.36	\$56.92	\$57.46
19	\$54.73	\$56.36	\$56.92	\$57.46
20	\$54.73	\$56.36	\$56.92	\$57.46
21	\$56.95	\$58.65	\$59.23	\$59.80
22	\$56.95	\$58.65	\$59.23	\$59.80
23	\$56.95	\$58.65	\$59.23	\$59.80
25	\$58.07	\$59.82	\$60.41	\$60.98

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26	\$58.07	\$59.82	\$60.41	\$60.98
27	\$58.07	\$59.82	\$60.41	\$60.98
28	\$58.07	\$59.82	\$60.41	\$60.98
29	\$58.07	\$59.82	\$60.41	\$60.98
30	\$59.23	\$61.01	\$61.61	\$62.20

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MINIMUM				
1.50%	EFFECTIVE - 1/1/2021			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$38.15	\$39.30	\$39.67	\$40.07
2	\$39.66	\$40.84	\$41.27	\$41.64
3	\$41.26	\$42.50	\$42.87	\$43.29
4	\$42.91	\$44.18	\$44.64	\$45.07
5	\$44.67	\$46.01	\$46.44	\$46.92
6	\$44.67	\$46.01	\$46.44	\$46.92
7	\$47.11	\$48.51	\$48.99	\$49.47
8	\$47.11	\$48.51	\$48.99	\$49.47
9	\$48.56	\$50.01	\$50.49	\$50.99
10	\$48.56	\$50.01	\$50.49	\$50.99
11	\$48.56	\$50.01	\$50.49	\$50.99
12	\$51.39	\$52.93	\$53.45	\$53.96
13	\$51.39	\$52.93	\$53.45	\$53.96
14	\$51.39	\$52.93	\$53.45	\$53.96
15	\$53.45	\$55.06	\$55.59	\$56.12
16	\$53.45	\$55.06	\$55.59	\$56.12
17	\$53.45	\$55.06	\$55.59	\$56.12
18	\$55.55	\$57.21	\$57.77	\$58.33
19	\$55.55	\$57.21	\$57.77	\$58.33
20	\$55.55	\$57.21	\$57.77	\$58.33
21	\$57.80	\$59.53	\$60.12	\$60.69
22	\$57.80	\$59.53	\$60.12	\$60.69
23	\$57.80	\$59.53	\$60.12	\$60.69
25	\$58.94	\$60.71	\$61.31	\$61.90

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26	\$58.94	\$60.71	\$61.31	\$61.90
27	\$58.94	\$60.71	\$61.31	\$61.90
28	\$58.94	\$60.71	\$61.31	\$61.90
29	\$58.94	\$60.71	\$61.31	\$61.90
30	\$60.12	\$61.93	\$62.54	\$63.14

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MAXIMUM				
2.00%	EFFECTIVE - 1/1/2021			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$38.34	\$39.49	\$39.86	\$40.27
2	\$39.85	\$41.04	\$41.47	\$41.85
3	\$41.46	\$42.71	\$43.08	\$43.50
4	\$43.12	\$44.40	\$44.86	\$45.29
5	\$44.89	\$46.23	\$46.67	\$47.15
6	\$44.89	\$46.23	\$46.67	\$47.15
7	\$47.35	\$48.75	\$49.23	\$49.72
8	\$47.35	\$48.75	\$49.23	\$49.72
9	\$48.80	\$50.25	\$50.74	\$51.24
10	\$48.80	\$50.25	\$50.74	\$51.24
11	\$48.80	\$50.25	\$50.74	\$51.24
12	\$51.65	\$53.19	\$53.71	\$54.23
13	\$51.65	\$53.19	\$53.71	\$54.23
14	\$51.65	\$53.19	\$53.71	\$54.23
15	\$53.71	\$55.33	\$55.87	\$56.39
16	\$53.71	\$55.33	\$55.87	\$56.39
17	\$53.71	\$55.33	\$55.87	\$56.39
18	\$55.83	\$57.49	\$58.06	\$58.61
19	\$55.83	\$57.49	\$58.06	\$58.61
20	\$55.83	\$57.49	\$58.06	\$58.61
21	\$58.09	\$59.82	\$60.41	\$60.99
22	\$58.09	\$59.82	\$60.41	\$60.99
23	\$58.09	\$59.82	\$60.41	\$60.99
25	\$59.23	\$61.01	\$61.61	\$62.20

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	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ONA→St. Charles Health System – Bend	Date of Proposal: / /
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26	\$59.23	\$61.01	\$61.61	\$62.20
27	\$59.23	\$61.01	\$61.61	\$62.20
28	\$59.23	\$61.01	\$61.61	\$62.20
29	\$59.23	\$61.01	\$61.61	\$62.20
30	\$60.42	\$62.23	\$62.85	\$63.45

<i>Page 14 of 26</i>	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ONA→St. Charles Health System – Bend	Date of Proposal: / /
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MINIMUM				
1.50%	EFFECTIVE - 7/1/2021			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$38.73	\$39.89	\$40.26	\$40.68
2	\$40.25	\$41.46	\$41.89	\$42.27
3	\$41.88	\$43.13	\$43.51	\$43.93
4	\$43.56	\$44.84	\$45.31	\$45.74
5	\$45.34	\$46.70	\$47.14	\$47.63
6	\$45.34	\$46.70	\$47.14	\$47.63
7	\$47.82	\$49.24	\$49.73	\$50.21
8	\$47.82	\$49.24	\$49.73	\$50.21
9	\$49.29	\$50.76	\$51.25	\$51.75
10	\$49.29	\$50.76	\$51.25	\$51.75
11	\$49.29	\$50.76	\$51.25	\$51.75
12	\$52.16	\$53.72	\$54.25	\$54.77
13	\$52.16	\$53.72	\$54.25	\$54.77
14	\$52.16	\$53.72	\$54.25	\$54.77
15	\$54.25	\$55.89	\$56.43	\$56.96
16	\$54.25	\$55.89	\$56.43	\$56.96
17	\$54.25	\$55.89	\$56.43	\$56.96
18	\$56.39	\$58.06	\$58.64	\$59.20
19	\$56.39	\$58.06	\$58.64	\$59.20
20	\$56.39	\$58.06	\$58.64	\$59.20
21	\$58.67	\$60.42	\$61.02	\$61.60
22	\$58.67	\$60.42	\$61.02	\$61.60
23	\$58.67	\$60.42	\$61.02	\$61.60
25	\$59.83	\$61.63	\$62.23	\$62.83

Page 15 of 26	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ONA➔St. Charles Health System – Bend	Date of Proposal: / /
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26	\$59.83	\$61.63	\$62.23	\$62.83
27	\$59.83	\$61.63	\$62.23	\$62.83
28	\$59.83	\$61.63	\$62.23	\$62.83
29	\$59.83	\$61.63	\$62.23	\$62.83
30	\$61.02	\$62.86	\$63.48	\$64.08

<i>Page 16 of 26</i>	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ONA→St. Charles Health System – Bend	Date of Proposal: / /
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MAXIMUM				
2.00%	EFFECTIVE - 7/1/2021			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$39.11	\$40.28	\$40.66	\$41.08
2	\$40.65	\$41.86	\$42.30	\$42.68
3	\$42.29	\$43.56	\$43.94	\$44.37
4	\$43.99	\$45.29	\$45.76	\$46.19
5	\$45.79	\$47.16	\$47.61	\$48.10
6	\$45.79	\$47.16	\$47.61	\$48.10
7	\$48.29	\$49.73	\$50.22	\$50.71
8	\$48.29	\$49.73	\$50.22	\$50.71
9	\$49.78	\$51.26	\$51.76	\$52.26
10	\$49.78	\$51.26	\$51.76	\$52.26
11	\$49.78	\$51.26	\$51.76	\$52.26
12	\$52.68	\$54.25	\$54.79	\$55.31
13	\$52.68	\$54.25	\$54.79	\$55.31
14	\$52.68	\$54.25	\$54.79	\$55.31
15	\$54.79	\$56.44	\$56.99	\$57.52
16	\$54.79	\$56.44	\$56.99	\$57.52
17	\$54.79	\$56.44	\$56.99	\$57.52
18	\$56.94	\$58.64	\$59.22	\$59.79
19	\$56.94	\$58.64	\$59.22	\$59.79
20	\$56.94	\$58.64	\$59.22	\$59.79
21	\$59.25	\$61.02	\$61.62	\$62.21
22	\$59.25	\$61.02	\$61.62	\$62.21
23	\$59.25	\$61.02	\$61.62	\$62.21
25	\$60.42	\$62.23	\$62.85	\$63.45

Page 17 of 26	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

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ONA➔St. Charles Health System – Bend	Date of Proposal: / /
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26	\$60.42	\$62.23	\$62.85	\$63.45
27	\$60.42	\$62.23	\$62.85	\$63.45
28	\$60.42	\$62.23	\$62.85	\$63.45
29	\$60.42	\$62.23	\$62.85	\$63.45
30	\$61.63	\$63.48	\$64.10	\$64.72

<i>Page 18 of 26</i>	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ONA→St. Charles Health System – Bend	Date of Proposal: / /
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MINIMUM				
1.50%	EFFECTIVE – 1/1/2022			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$39.31	\$40.48	\$40.87	\$41.29
2	\$40.86	\$42.08	\$42.52	\$42.90
3	\$42.51	\$43.78	\$44.17	\$44.59
4	\$44.21	\$45.52	\$45.99	\$46.43
5	\$46.02	\$47.40	\$47.85	\$48.34
6	\$46.02	\$47.40	\$47.85	\$48.34
7	\$48.54	\$49.98	\$50.47	\$50.97
8	\$48.54	\$49.98	\$50.47	\$50.97
9	\$50.03	\$51.52	\$52.02	\$52.53
10	\$50.03	\$51.52	\$52.02	\$52.53
11	\$50.03	\$51.52	\$52.02	\$52.53
12	\$52.95	\$54.53	\$55.07	\$55.59
13	\$52.95	\$54.53	\$55.07	\$55.59
14	\$52.95	\$54.53	\$55.07	\$55.59
15	\$55.07	\$56.73	\$57.28	\$57.81
16	\$55.07	\$56.73	\$57.28	\$57.81
17	\$55.07	\$56.73	\$57.28	\$57.81
18	\$57.23	\$58.93	\$59.52	\$60.09
19	\$57.23	\$58.93	\$59.52	\$60.09
20	\$57.23	\$58.93	\$59.52	\$60.09
21	\$59.55	\$61.33	\$61.93	\$62.53
22	\$59.55	\$61.33	\$61.93	\$62.53
23	\$59.55	\$61.33	\$61.93	\$62.53
25	\$60.73	\$62.55	\$63.17	\$63.77

Page 19 of 26	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ONA➔St. Charles Health System – Bend	Date of Proposal: / /
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26	\$60.73	\$62.55	\$63.17	\$63.77
27	\$60.73	\$62.55	\$63.17	\$63.77
28	\$60.73	\$62.55	\$63.17	\$63.77
29	\$60.73	\$62.55	\$63.17	\$63.77
30	\$61.94	\$63.80	\$64.43	\$65.05

<i>Page 20 of 26</i>	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ONA→St. Charles Health System – Bend	Date of Proposal: / /
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MAXIMUM				
1.50%	EFFECTIVE - 1/1/2022			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$39.70	\$40.88	\$41.27	\$41.69
2	\$41.26	\$42.49	\$42.94	\$43.33
3	\$42.93	\$44.21	\$44.60	\$45.03
4	\$44.65	\$45.97	\$46.44	\$46.89
5	\$46.48	\$47.86	\$48.32	\$48.82
6	\$46.48	\$47.86	\$48.32	\$48.82
7	\$49.02	\$50.47	\$50.97	\$51.47
8	\$49.02	\$50.47	\$50.97	\$51.47
9	\$50.52	\$52.03	\$52.53	\$53.05
10	\$50.52	\$52.03	\$52.53	\$53.05
11	\$50.52	\$52.03	\$52.53	\$53.05
12	\$53.47	\$55.07	\$55.61	\$56.14
13	\$53.47	\$55.07	\$55.61	\$56.14
14	\$53.47	\$55.07	\$55.61	\$56.14
15	\$55.61	\$57.29	\$57.84	\$58.38
16	\$55.61	\$57.29	\$57.84	\$58.38
17	\$55.61	\$57.29	\$57.84	\$58.38
18	\$57.80	\$59.52	\$60.10	\$60.68
19	\$57.80	\$59.52	\$60.10	\$60.68
20	\$57.80	\$59.52	\$60.10	\$60.68
21	\$60.14	\$61.94	\$62.55	\$63.15
22	\$60.14	\$61.94	\$62.55	\$63.15
23	\$60.14	\$61.94	\$62.55	\$63.15
25	\$61.33	\$63.17	\$63.79	\$64.40

Page 21 of 26	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

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ONA➔St. Charles Health System – Bend	Date of Proposal: / /
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26	\$61.33	\$63.17	\$63.79	\$64.40
27	\$61.33	\$63.17	\$63.79	\$64.40
28	\$61.33	\$63.17	\$63.79	\$64.40
29	\$61.33	\$63.17	\$63.79	\$64.40
30	\$62.55	\$64.43	\$65.07	\$65.69

<i>Page 22 of 26</i>	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

ONA→St. Charles Health System – Bend	Date of Proposal: _____ / _____ / _____
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MINIMUM				
1.50%	EFFECTIVE – 7/1/2022			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$39.90	\$41.09	\$41.48	\$41.91
2	\$41.47	\$42.71	\$43.15	\$43.54
3	\$43.14	\$44.44	\$44.83	\$45.26
4	\$44.87	\$46.20	\$46.68	\$47.13
5	\$46.71	\$48.11	\$48.56	\$49.07
6	\$46.71	\$48.11	\$48.56	\$49.07
7	\$49.27	\$50.73	\$51.23	\$51.73
8	\$49.27	\$50.73	\$51.23	\$51.73
9	\$50.78	\$52.29	\$52.80	\$53.32
10	\$50.78	\$52.29	\$52.80	\$53.32
11	\$50.78	\$52.29	\$52.80	\$53.32
12	\$53.74	\$55.35	\$55.89	\$56.43
13	\$53.74	\$55.35	\$55.89	\$56.43
14	\$53.74	\$55.35	\$55.89	\$56.43
15	\$55.89	\$57.58	\$58.13	\$58.68
16	\$55.89	\$57.58	\$58.13	\$58.68
17	\$55.89	\$57.58	\$58.13	\$58.68
18	\$58.09	\$59.82	\$60.41	\$60.99
19	\$58.09	\$59.82	\$60.41	\$60.99
20	\$58.09	\$59.82	\$60.41	\$60.99
21	\$60.44	\$62.25	\$62.86	\$63.47
22	\$60.44	\$62.25	\$62.86	\$63.47
23	\$60.44	\$62.25	\$62.86	\$63.47
25	\$61.64	\$63.49	\$64.11	\$64.73

Page 23 of 26	Date Accepted	_____ / _____ / _____
	Accepted by ONA	
	Accepted by Employer	

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ONA➔St. Charles Health System – Bend	Date of Proposal: / /
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26	\$61.64	\$63.49	\$64.11	\$64.73
27	\$61.64	\$63.49	\$64.11	\$64.73
28	\$61.64	\$63.49	\$64.11	\$64.73
29	\$61.64	\$63.49	\$64.11	\$64.73
30	\$62.87	\$64.76	\$65.40	\$66.02

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	Accepted by ONA	
	Accepted by Employer	

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ONA→St. Charles Health System – Bend	Date of Proposal: / /
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MAXIMUM				
1.50%	EFFECTIVE – 7/1/2022			
GRADE	R1	R2	R3	R4
STEP	AA-Base	Cert-3.0%	BSN-4.0%	MSN-5.0%
1	\$40.29	\$41.50	\$41.89	\$42.32
2	\$41.88	\$43.13	\$43.58	\$43.98
3	\$43.57	\$44.88	\$45.27	\$45.71
4	\$45.32	\$46.66	\$47.14	\$47.59
5	\$47.17	\$48.58	\$49.04	\$49.55
6	\$47.17	\$48.58	\$49.04	\$49.55
7	\$49.75	\$51.23	\$51.74	\$52.24
8	\$49.75	\$51.23	\$51.74	\$52.24
9	\$51.28	\$52.81	\$53.32	\$53.84
10	\$51.28	\$52.81	\$53.32	\$53.84
11	\$51.28	\$52.81	\$53.32	\$53.84
12	\$54.27	\$55.89	\$56.44	\$56.99
13	\$54.27	\$55.89	\$56.44	\$56.99
14	\$54.27	\$55.89	\$56.44	\$56.99
15	\$56.44	\$58.15	\$58.71	\$59.26
16	\$56.44	\$58.15	\$58.71	\$59.26
17	\$56.44	\$58.15	\$58.71	\$59.26
18	\$58.66	\$60.41	\$61.01	\$61.59
19	\$58.66	\$60.41	\$61.01	\$61.59
20	\$58.66	\$60.41	\$61.01	\$61.59
21	\$61.04	\$62.86	\$63.48	\$64.09
22	\$61.04	\$62.86	\$63.48	\$64.09
23	\$61.04	\$62.86	\$63.48	\$64.09
25	\$62.25	\$64.12	\$64.75	\$65.37

Page 25 of 26	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

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ONA→St. Charles Health System – Bend	Date of Proposal: / /
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26	\$62.25	\$64.12	\$64.75	\$65.37
27	\$62.25	\$64.12	\$64.75	\$65.37
28	\$62.25	\$64.12	\$64.75	\$65.37
29	\$62.25	\$64.12	\$64.75	\$65.37
30	\$63.49	\$65.40	\$66.04	\$66.67

<i>Page 26 of 26</i>	Date Accepted	/ /
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ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

~~LOA 1: RELIEF NURSES HIRED BEFORE OCTOBER 1, 2004~~
~~[This letter of agreement (LOA) was deleted in its entirety for the 2018-2022 contract]~~
All following LOAs to be correctly renumbered prior to printing.

Page 1 of 1	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

LOA 2: PACU STANDBY POSITION

Scheduled standby will be from 2300 to 0700 five nights per week, or 2100 to 0700 four nights per week excluding weekends, which can be defined as Friday-Saturday or Saturday-Sunday, depending on the needs of the unit and input from the nurses. Extra shifts outside these scheduled standby hours are not required; if the nurse works extra shifts outside the scheduled standby hours he/she shall be compensated under 8.5.2 or 8.5.3. Hours worked outside of the 40 standby hours per week will not apply to the 40 weekly standby hours. For purposes of this compensation, this position is considered to be part-time.

ETO utilization shall be paid at a rate of four hours or five hours per regularly scheduled standby work shift depending on if it is an eight-hour or ten-hour standby shift. For each full standby shift, the standby nurse is absent from work, ETO will be utilized in this four- or five-hour block (or the reduction of compensation if no ETO is available) and such block of ETO shall offset four of the 40 hours pay during the pay period. Partial shift absences shall be prorated.

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	Accepted by ONA	
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LOA 3: MDU STANDBY ARRANGEMENTS

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

Weekend and holiday standby and callback:

1. Standby coverage times (regular operating hours, weekends, and after-hours) will be defined by MDU Standby Guidelines. Modifications to the MDU Standby Guidelines will be made in collaboration between management and the UPC.

2. Procedures which are staffed with standby teams will be limited to inpatients and outpatient emergencies, where a delay in treatment could be life threatening, would worsen morbidity or lengthen the patient’s Hospital stay.

3. After-hours concerns regarding appropriateness of cases and/or use of standby staff shall be addressed with the medical director, nurse manager, or designee.

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

5. Positioned MDU charge nurse is not subject to standby call.

Page 1 of 1	Date Accepted	/ /
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	Accepted by Employer	

LOA 4: POST ANESTHESIA CARE UNIT (PACU) MANDATORY STANDBY

St. Charles Health System, Inc., d/b/a St. Charles Bend (“Hospital”) and the Oregon Nurses Association (“Association”) agree that the following provisions shall apply to the scheduling of mandatory standby for nurses practicing within the Post Anesthesia Care Unit (PACU). Standby will be a requirement of all full-time and part-time RN’s practicing within the PACU. Each nurse will be required to rotate through both weeknight and weekend night standby shifts. [Nurses positioned to weeknight standby will be exempt from the weekend night standby requirement. Other provisions in this LOA cover the nurses in LOA 2](#)

Standby coverage times will be determined by PACU standby guidelines developed in collaboration between management and the [UPCDPC](#).

1. Nurses regularly assigned to weekend rotation will be exempt from the weekend night standby requirement.
2. While on standby, caregivers are required to be accessible by phone at all times. The nurse is responsible for updating the phone list at the Main OR desk. It is the nurse’s responsibility to maintain accurate contact information.
3. The RN is required to report to duty and be ready to receive patients within 30 minutes.
4. If a nurse self-schedules a standby shift prior to the posted schedule, and is then granted ETO after the posted schedule, the nurse is expected to find their own coverage or trade.

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- 1 5. Caregivers may trade standby as long as the following criteria are met.
- 2 ~~a.6.~~ Caregivers must replace themselves with a PACU RN.
- 3
- 4 ~~b.7.~~ The caregiver must assure that the monthly standby calendar is
- 5 changed in PACU and with the OR.
- 6
- 7 ~~c.8.~~ If the trade is made for the same day or on Friday for the weekend
- 8 standby shifts, the RN must make the changes on the OR daily standby
- 9 assignment list.
- 10 ~~6.9.~~ Nurses who have 20 years of continuous employment at St Charles
- 11 Medical Center – Bend may request to be exempt from the standby
- 12 rotation. The exempt status will be approved by the PACU Manager
- 13 based on core staffing and unit needs.
- 14
- 15 ~~7.10.~~ All non-relief PACU RN's will be assigned holidays by rotation.
- 16 Holidays will be divided into 12-hour shifts and will be covered by
- 17 standby. Holidays and shifts can be split and/or traded by mutual
- 18 agreement.
- 19
- 20 ~~8.1.~~ Weekend days will be staffed 0700-1930 by a minimum of two
- 21 nurses (one must be qualified to work in PACU) as part of the regular schedule.

Page 2 of 2	Date Accepted	/ /
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	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations. 4883-6784-1854v.1 0092854-000039

**LOA 5: SHARED NURSING POOL (SNP) FOR
ST. CHARLES HEALTH SYSTEM – BEND, REDMOND, AND PRINEVILLE
HOSPITALS**

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 Hospitals. The SHARED NURSING POOL (SNP) is a nursing resource pool separate from the currently established float pool at the Bend Hospital. This agreement will only apply to nurses regularly assigned to one Hospital and “floating” to the other Hospital for temporary shift assignment(s). Shift assignments may not be in the nurse’s regular department or regular Hospital. Nurses will be assigned to departments they are qualified to perform the work to be done. Initial orientation will be provided when a nurse first works for a new unit.

Provisions in this LOA will only apply to the SNP.

The goals of the Shared Nursing Pool are:

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

Definition of Terms:

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

Provisions of this LOA:

1. All participation in the SNP will be voluntary.

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	Accepted by Employer	

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 nurses, volunteers, travelers, then per contract at each location.

8. The nurse's primary contract shall prevail in all matters NOT addressed in

Page 2 of 4	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

1 this LOA.

2

3 **9.** Nurses on an SNP assignment shall not be shifted from one campus to

4 another once they have begun their shift, unless the nurse agrees to be shifted.

5 The nurse may be asked to float from one unit to another provided they are

6 qualified and can be oriented to that unit.

7

8 **10.** Nurses in relief positions other than their primary location will not be eligible

9 to participate in the SNP unless they give up one of their other relief position(s).

10

11 **11.** Nurses on standby will not be eligible to accept an assignment in the SNP

12 that will conflict with their standby hours.

13 **12.** The administration of the SNP will be performed by Patient Care Support

14 Services in Bend.

15

16 **13.** This LOA does not circumvent management's right to employ travelers and

17 agency nurses as needed.

18

19 **Compensation**

20 **1.** Nurses will be paid an SNP Premium of \$15.00 per hour for all hours worked

21 in an SNP assignment. Nurses will be paid their straight time hourly wage plus

22 applicable shift differential (i.e. evening, night or weekend differential) from their

23 primary contract position.

24

25 **2.** Nurses will be paid overtime when they have worked in excess of 40 hours

26 in a work week or 80 hours in a pay period. All hours worked by the nurse for either

27 location will be included in this calculation.

28

29 **3.** If a nurse calls in, i.e., an unscheduled absence, during the involved pay

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period, the SNP premium will not apply.

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

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

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

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~~LOA 6: SAGE VIEW CALL-OFF SCHEDULE~~

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

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

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

~~Call-off shall occur by rotation between all registered nurses scheduled between 0700-2330.~~

~~The Hospital and the Association agree this letter of agreement will not set a precedent.~~

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LOA 7: CHARGE NURSES

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

1. St. Charles Health System Bend will not seek to remove the charge nurses from the bargaining unit.

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

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

4. Non-bargaining unit caregivers should not relieve general duty nurses and charge nurses for breaks and lunches. The exception is the charge nurse duties of assisting the unit leadership in the administration of an organized nursing unit.

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

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

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

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LOA 8: ICU FLOATING

~~[This LOA was deleted in its entirety for the 2018-2022 contract]~~

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LOA 9: MOTHER AND CHILD SERVICES SCHS BEND

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

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

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

Nurses within MCS cluster may be used as sitters for patients within MCS but will not be utilized for sitter assignments for patients from other departments. ~~For the purpose of low census call-off (HR) rotation, when a nurse is floated from his/her home department, this will not be counted as a “call-off.”~~

Nurse managers, designee, or charge RNs may mandate an out of turn float/assignment for skill mix and/or patient safety.

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LOA 10: RADIOLOGY DEPARTMENT MANDATORY STANDBY

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

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

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

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

Standby Expectations. While on standby, the caregiver is required to be accessible by phone/pager at all times. The general Radiology Department will attempt to contact the caregiver at their designated phone number. It will be the nurse’s

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1 responsibility to inform the general Radiology Department of the proper contact
2 telephone/pager number. The caregiver is required to report to the Hospital within 20
3 minutes.

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

7

8 **Relief Nurses.** Relief nurses may volunteer for standby.

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LOA 11: NEONATAL TRANSPORT

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

- Eligible NICU nurses must meet and maintain the requirements, competencies, and skills established by the Hospital to transport neonatal patients.
- NICU nurses will be designated on the schedule as the assigned qualified neonatal transport nurse each shift.
- NICU nurses performing the transport duties will receive an additional \$50.00 per hour in addition to the nurse’s applicable rate of pay for all time spent transporting a neonate. Partial hours will be pro-rated up to the nearest one-quarter hour.
- Transport time is defined as the time the nurse is activated for a transport until they return to the Bend NICU. Time spent at the Bend NICU after a transport to finish paperwork will not be eligible for the \$50.00 per hour transport differential.
- The transport differential is not subject to any premium calculations.
- Nurses on the neonatal transport team are considered a specialty team for Mother and Child Services and will be required to fulfill standby needs for the neonatal transport team as needed.
- In the event the neonatal transport team is stranded away from the Hospital due to weather, maintenance issues, pilot unavailability, or any other

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1 issue beyond the nurse’s control that prevents the return of the nurse to the
2 Hospital, the nurse will be paid the applicable rate of pay, less the additional
3 \$50.00 per hour transport fee, during the time the nurse is waiting for aircraft or
4 ground vehicle to return to service. As soon as the aircraft or ground transport
5 becomes available and the nurse can resume transport or transit, the \$50.00 per
6 hour transport fee will restart until the completion of the transport.

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~~LOA 12: TRAVEL PAY FOR NURSES AFFECTED BY THE PERIOP MERGER~~

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

- ~~• The two affected nurses will receive one hour of travel pay at the callback rate every time they are scheduled for standby on a weekend or holiday shift and the week-day evening shift from 1900 – 2300, regardless of whether they are called back or not. This one hour will be coded as travel pay and paid at the applicable call back rate per Article 8.10.2.~~
- ~~• This travel pay will be part of the two-hour minimum guarantee per Article 8.10.4. For example, if a nurse is called in to work and works only 60 minutes, they will only receive one hour of call-back pay plus their one hour of travel pay equaling two hours.~~
- ~~• Only the two nurses identified will be eligible for this travel pay. If any of these two nurses leaves the organization or transfers to another department and then transfers back to Periop, this agreement will no longer apply to them.~~

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LOA 13: PREMIUM PAY FOR MANDATORY MEETING OR TRAINING

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

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

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

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

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

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

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

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~~**LOA 14: PRE-SURVERY CLINIC**~~
~~**ROTATIONAL SHIFTS, WEEKEND, AND HOLIDAY COVERAGE**~~
[This LOA was deleted in its entirety for the 2018-2022 contract]

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LOA 15: IMPLEMENTATION OF DISCIPLINARY STEP INCREASE DELAY

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

Prior to Implementation of Step Delay:

1. The nurse must have received (at a minimum) a written corrective action issued during the current performance year.
2. The nurse must have been made aware (in advance of the evaluation) that failure to improve performance might result in a step increase delay.
3. The nurse must have continued ongoing performance issues in the period following the issuance of the written corrective action. Such ongoing performance issues after the issuance of the written corrective action must be fully documented in the performance evaluation. The nurse must be given at least 60 days to demonstrate resolution of performance issues prior to withholding step increase.
4. All step increase delays must be reviewed by the manager of Caregiver Labor Relations or HR representative.
5. Because a delay-of-step-increase is a disciplinary action, implementation of step increase delay is subject to the just cause provision and grievance procedure of the collective bargaining agreement.

After Implementation of Step Delay:

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1 **1.** The manager must meet with the nurse at a minimum of 30 days, 60 days,
2 and 90 days to evaluate continued performance and progress towards meeting
3 goals.

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

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

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

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

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LOA 16: SECOND EYE TEAM OR NURSE

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

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

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

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

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LOA 17: OPERATING ROOMS MANDATORY STANDBY

St. Charles Health System, Inc., d/b/a St. Charles Bend (“Hospital”) and the Oregon Nurses Association (“Association”) agree that the following provisions shall apply to the scheduling of mandatory standby. Standby shall be a requirement of all full-time and part-time day and evening shift nurses, practicing within the operating rooms, excluding full-time charge nurses. RNs working every other weekend (Saturday and Sunday for minimum of eight hours each day) or more will be exempt from weekend standby.

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

2. The Hospital currently has specialty teams. These teams will take mandatory standby for their areas of expertise.

3. Full- and part-time day and evening shift RN's will rotate through standby shifts in an equitable manner.

4. The General Response Team(s) will be scheduled for standby Monday through Thursday from 2245-0730. Any increase in the number of mandatory standby hours, as defined in the Operating Room Standby Guidelines, are subject to notification and bargaining requirements in accordance with Article 7.12.2 of this Agreement.

5. On the weekends (2245 Friday through 0730 Monday for the purpose of this LOA) the General Response Team(s) will provide standby coverage as defined in the Operating Room Standby Guidelines.

6. All full-time and part-time day and evening shift RNs will rotate standby on

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Hospital-designated holidays. If an RN is scheduled to work on a holiday they shall not also be scheduled for mandatory standby.

7. Caregivers may trade or give away standby in accordance with the Operating Room Standby Guidelines.

8. On-call response times will be determined by the OR staffing committee (UPC) and defined in the Operating Room Standby Guidelines. In order to ensure compliance with OAR 839-020-0041 on-call response times shall be no less than 30 minutes, which shall be implemented no later than June 1, 2018.

9. Nurses who have 20 years of continuous employment as a regular full- or part-time nurse at St. Charles Health System Bend may request to be exempt from the standby rotation. The exempt status will be approved if it does not result in the General Call Team(s) RNs being scheduled in excess of one weekend per month and one weekday per week of mandatory standby.

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LOA 18: EXTENDED ILLNESS BANK (EIB)

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

1. All EIB language will be removed from the body of the labor agreement and will be contained within this LOA.

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

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

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

Use of EIB. Nurses will only be eligible to move into the short-term disability (STD) plan (from the EIB plan) each year during open enrollment, and such nurses will not be eligible to retain their EIB accounts when moving into STD.

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

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

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

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

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

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

Accrual Rate/Maximum Accrual. For nurses remaining in the EIB program, EIB will accrue at the rate of 0.0192 per hour. EIB maximum accrual for nurses remaining in the EIB program is 1,040 hours or 130 days.

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

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

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

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LOA 19: SYSTEM RESOURCE POOL

~~[To be addressed in separate negotiations within 60 days of ratification]~~ _____

The St. Charles system resource pool will be established separate from the float pool at the Bend hospital and from the SNP process established in LOA 5.

The provisions of this LOA will only apply to nurses hired into positions in the system resource pool as their regular department.

The system resource pool will employ nurses under the Bend collective bargaining agreement and will be paid a ~~\$5.00~~ \$15.00 per hour differential for all hours worked in patient care and training, and in-services required to maintain competency in assigned specialty team and departments.

The system resource pool will be made up of specialty teams of nurses qualified to take assignments in specific departments or groups of departments with like functions across Bend, Redmond and Prineville hospitals. These teams may include, but are not limited to:

- ED nurses
- Med/surg nurses
- Critical care nurses
- Labor and delivery nurses

A core number of nurses will be established for each specialty team.

Nurses will be notified of assignment no less than two hours prior to the beginning of their scheduled shift start time by the centralized staffing office.

System resource pool nurses will be called off in rotation according to Article 11.11 of the Bend CBA when call-off decisions are made prior to the start of a shift.

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2 If call-offs are needed during a shift, the system resource pool nurses will be

3 called off according to the contract language for the campus to which they are assigned.

4 For the application of call-off order language, they will be considered "regular FT/PT

5 nurses" on the department where they are assigned at the time of the call-off.

6 Extended assignments will be evaluated and granted if core staffing can be

7 maintained in the system resource pool. These may be requested by department

8 leaders to backfill leaves or other unplanned situations but will not be used to

9 supplement staffing for predicable/seasonal volume fluctuations.

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~~LOA 20: GRIEVANCE MEETING PILOT PROGRAM~~

~~Beginning one month after ratification, the parties agree to schedule grievance meetings every two weeks to establish time dedicated to grievances from steps one and two of the grievance procedure. Grievances shall be presented at the next scheduled grievance meeting after they are submitted. If the next scheduled grievance meeting is within 10 calendar days of submission, the parties may agree that the grievance will be presented at the following scheduled grievance meeting. All step one and step two grievance deadlines will be adjusted to accommodate for the bi-weekly grievance meetings.~~

~~This pilot program will be in effect for six months; however, if both parties agree to cancel the pilot program, the grievance procedure outlined in Article 6.3 will be resumed. If the parties agree that the Grievance Meeting Pilot Program should continue after the six-month pilot program ends, the grievance meeting process outlined here will continue for the duration of the Agreement.~~

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LOA xx: Nursing Fellowship

St. Charles Health System and the Oregon Nurses Association agree to the following terms for the **"New to Specialty, Nurse Fellowship and Transition Programs."**

Definition:

Nurse Fellowship and Transition Program: a defined number of weeks of intensive orientation to the specialty unit prior to undertaking patient assignments in the specialty department, followed by a defined number of weeks of undertaking patient assignments in the specialty department. Leadership in collaboration with tThe Department Practice Committee shall determine the appropriate duration of required independent patient assignments in the specialty department as a fellow following the competency-based orientation period.

1. Nurses Selected to the nurse fellowship must have a minimum of 1 year experience in acute care nursing but outside of fellowship specialty area.
2. Nursing Fellowship positions shall be 0.9 or 1.0 FTE.
3. Nurse selection for fellowship will follow the selection criteria in 11.7.2.
4. FTE's that remain vacant after the "in unit-shuffle" and that have subsequently been posted for internal applicants for 2 or more weeks may be designated as "Nurse Fellowship positions".
5. Nursing fellowship job postings will include the shift, hours, start and stop times, weekend obligation, and mandatory standby obligation (for departments listed in 8.10.2) ~~and call obligation~~ of the position that they will be placed in after successful completion of the nursing fellowship. Placement can be changed by mutual agreement.
6. Criteria for successful completion of the fellowship shall be determined prior to the posting of any Fellowship positions. This criteria shall be given to prospective applicants to the Fellowship position prior to award of position.
- 5.
- 6.7. Nurse Fellowship job posting will include length of fellowship prior to converting to staff RN in department of hire, upon successful completion of fellowship program.

~~7.8.~~ Working/training, shifts, and call during the fellowship program may be varied (day, evening, night), at discretion of hospital for the sole purpose of maximizing training opportunities. Working shifts (non-call shifts) will not be shorter than 8 hours or longer than 12hrs in duration and FTE will remain between .9 and 1.0 through the fellowship period. Schedule posting and changes will follow criteria in 7.8. These provisions cannot be changed unless there is mutual agreement between the hospital and Fellow RN. Stipulations here in may only be violated with mutual agreement between the hospital and employee.

~~8.~~ 9. Fellowship RNs will be paired with a more experienced RN (in the specialty) throughout the entire duration of the program. Mix of skill set and experience should be ensured to support the learning RN. The paired RN will receive preceptor pay when working directly with the fellowship RN. Fellowship positions will not be designated for shifts where appropriate resources (experienced RN colleagues in specialty) are not available.

~~9.~~ 10. Nurses who are selected for the nursing fellowship but who do not successfully complete the fellowship program will not be allowed to continue employment within that department. However, their employment with St Charles Bend will not involuntarily lapse unless there is just cause for discharge. Immediately upon notification of fellowship failure these nurses will be given 2 weeks to apply for other positions within their bargaining unit that they are qualified for. During the interim 2- week period the nurse's employment will continue and the nurse will be paid based on their FTE if they remain available to perform nursing duties, not limited to patient care for which they are qualified for during the hours they would have otherwise been working within the fellowship program. Unsuccessful Fellow RNs will be excluded from HR rotation and should not be considered when assigning HR to other nurses on the unit. Provided, that by mutual agreement, the nursing fellowship may be continued for up to an additional 4 weeks to provide an opportunity for successful completion.

~~10.~~ 11. If the nurse falls to accept offered position(s) or apply for position(s) for which they are qualified, the nurse will be considered to have resigned employment with St. Charles Health System and will be given written notice of their last day of employment on the last day of the current pay period.

~~10.1.~~ 12. If no positions exist (that the RN is qualified for), or if the RN applies for a position but is not awarded a position, the hospital will open and make an offer to the RN of an equivalent FTE in the department and shift with the greatest need, for which the applicant is qualified. Positions created in this way may not be day shift positions. For the purposes of this LOA the hospital may

choose the "float pool" as the department with greatest need.

~~11.~~ 13. Nursing fellows who successfully complete their training, will not be considered for transfer outside of fellowship department, unless mutually agreed upon by the hospital and employee for a period of 2 years from completion date of the fellowship program.

~~12.~~ 14. If employment is terminated or should a transfer to a position without approval (from Fellowship department management) within two (2) years of employment, RN Fellow will be required to reimburse St. Charles Health System's for the cost of training by SCHS-Bend to facilitate part(s) of the fellowship program (up to \$5000) as follows: One hundred percent (100%) of the reimbursement amount if Employee terminates his/her employment or unapproved transfer during the first twelve-month period following fellowship training. Fifty percent (50%) of the reimbursement amount if Employee terminates his/her employment during the second twelve-month period following fellowship training.

~~— This letter of agreement is for 6 months and may be extended by mutual agreement. If at any time, either party feels the need to revisit how the program is administered, they may call a meeting or bring concerns and input to LMC. This collaboration for advancing nursing professional development will be reviewed annually.~~

15.

~~13.~~

1. For ONA:

For St. Charles Health System:

LOA (#dbd): SSU Closure

The hospital and ONA agree to the following related to the closure of the Short Stay unit (SSU). The current patient populations cared for in the SSU will be cared for by the Post Anesthesia Care Unit (PACU), which will include care for all recovery phases aligning with ASPAN standards for the phases of peri-anesthesia patient care.

Phases of Care Within PACU

- I. The following phases of care will be correlated to nurse competencies and defined skill sets to guide patient care assignments:
 - a. Phase 1
 - i. Immediate post-anesthesia period: basic life-sustaining needs, constant vigilance and monitoring during this phase, focus on providing post-anesthesia nursing care to the patient in the immediate post-anesthesia period and transitioning them to Phase II care, the inpatient setting, or to a critical care setting for continued care
 - b. Phase 2
 - i. Prepare the patient and family/significant other for home or extended care environment, discharge teaching
 - c. Extended Recovery
 - i. Provide ongoing care for patients requiring extended observation/intervention after discharge from Phase I or Phase II

PACU Staff Nurses

1. The PACU will remain a mandatory call department.
2. All PACU nurses will be expected to complete training to care for all phases of recovery patients within 18 months of hire.
 - a. PACU-Extended Recovery Nurse position: this will be a newly added role to the PACU team designed to facilitate development of PACU nurses. Nurses hired into this role will be moved into a PACU nurse job description at the completion of applicable orientation and certifications. No more than 6 PACU positions will be filled as PACU Extended Recovery nurses at any given time.
 - b. All current SSU nurses will not be required to train to PACU Phase 1 care and will care for Phase 2 and Extended Recovery status patients. These nurses may volunteer to train to Phase 1 care and work collaboratively with PACU management on a training plan.
3. All phase 1 trained nurses will participate in the call rotation for night and weekend coverage.
 - a. Phase 1 trained nurses' standby will align with LOA 4.
4. There will be no change to the two existing PACU Standby Positions defined in LOA 2.
5. PACU nurses who have not completed phase I training will not be required to take call.
 - a. They will be scheduled to work on weekends (up to every other weekend) to care for Phase 2 and Extended Recovery status patients.
6. Article 7.15 Charge Nurse Assignment will apply to each geographically separated location where PACU patients are placed.
 - a. The Hospital will maintain Relief Charge Nurses in the PACU.

Current SSU & PACU RNs

1. All current SSU & PACU nurses· FTE will remain the same. SSU nurses agree to modify their positions and schedules to align with the business operation proposed here.
2. In addition to the PACU, the current SSU nurses will be eligible to place themselves on the preference list for Pre-Op Holding positions and be considered accordingly for any positions that come open in that. department, in accordance with the CBA.
3. Current PACU nurses FTE and schedules will remain the same.

Nurse Education, Training and Competency

1. The Education, Training and Orientation for the current SSU nurses transitioning into PACU positions will need to be completed within 18 months following the hire date into the PACU. Nurses will have individualized education plans for all patient populations that meet criteria for the patient population.
2. All EPIC training will be completed as part of the orientation, ideally within the first 3 weeks following the hire date into the PACU.

Nurse Working Conditions

1. Assignments will align with ASPAN standards (considered national standards) at each level of recovery care
2. Stalling Plans for the PACU will be updated to reflect all three levels of recovery care and additional applicable changes. This will be completed and presented to the Hospital Staffing Committee for approval within 3 months of the start date in the LOA.
 - a. A Monitor Tech must be included in the staffing plan for the Extended Recovery Unit until the ' addition of remote monitoring capabilities and associated resources are available in the Central Monitoring Unit .