

Professional Agreement

between

Oregon Nurses Association

and

Samaritan Pacific Health Services, Inc.

Effective July 1, 2014 through June 30, 2017

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PREAMBLE

THIS AGREEMENT, between the OREGON NURSES ASSOCIATION, hereinafter called the "Association," and SAMARITAN PACIFIC HEALTH SERVICES, INC., 930 SW Abbey Street, Newport, Oregon, 97365, hereinafter called the "Employer" or the "Hospital," seeks to facilitate the achievement of the parties' mutual goal of quality patient care, by setting forth below agreed upon equitable employment conditions including a peaceful procedure for the resolution of disputes.

Nothing in this Agreement shall serve to reduce benefits enjoyed by nurses employed by the Hospital at the time of signing the Agreement unless such benefits have been reduced by negotiation.

ARTICLE 1. NO STRIKE/NO LOCKOUT

- A. No Strike. The Employer and the Association realize that a hospital is different in its operation from industries because of its services rendered to the community and for humanitarian reasons, and agree for the duration of this Agreement that neither the Association nor its agents or representatives nor any members of the bargaining unit shall call, authorize, instigate, encourage, condone, sanction or take part in any strike, work stoppage, sympathy strike, slowdown, or picketing (including "informational" picketing).
- B. No Lockout. There will be no lockout of employees covered by this Agreement by the Employer as a consequence of any labor dispute arising during the period of this Agreement.

ARTICLE 2. DEFINITIONS

- A. "Nurse" is an individual who is licensed by the State of Oregon as a registered nurse and is employed by Hospital under the terms of this Agreement. A nurse is responsible for assessing, planning, ordering, giving, delegating, teaching, and/or supervising the care of patients, and for seeing the requirements and policies of the Employer are followed. This definition shall not be interpreted as conferring supervisory status upon nurses under applicable labor laws.

- B. "Regular Nurse" is a nurse who is employed by Hospital on a full-time or part-time basis. Notwithstanding any other provision of this Agreement to the contrary, only regular nurses qualify for any of the benefits under the remaining provisions of this Agreement, except those specifically applicable to per diem or relief employees.
- C. "Full-Time Nurse" is a nurse who is regularly scheduled to work thirty-two (32) or more hours per week.
- D. "Part-Time Nurse" is a nurse who is regularly scheduled to work at least twenty 20 hours but less than thirty-two (32) hours per week.
- E. "Relief Nurse" is a nurse who is regularly scheduled to work less than 20 hours per week.
- F. "Per Diem Nurse" is a nurse who is not regularly scheduled, but is required to be available to the Hospital for at least three (3) scheduled open shifts per month and one (1) recognized holiday per year.
- G. "Temporary Nurse" is a nurse employed as an interim replacement or for temporary work on a limited duration assignment which does not extend beyond three (3) calendar months. Upon request, the hospital will provide a list of nurses in a temporary capacity. If a nurse is subsequently hired into a regular bargaining unit position, hours previously worked will be applied to the introductory period.
- H. "Introductory Period" is defined as the first six (6) months for newly hired experienced nurses, or four hundred eighty-eight (488) hours worked for per diem and relief nurses, whichever is longer. Graduate nurses who are newly hired into a specific internship or mentored program will commence the introductory period upon successful completion of applicable program.
- I. "Annual Increment" is defined as the step increase awarded to the nurse on the first day of the first month following the completion of an employment year, or sooner as provided under Article 4 of this Agreement.

- J. "Seniority Date" is the date on which a nurse enters the bargaining unit.
If a nurse has the same seniority date the following methods will be used to break a tie:
- a. Seniority within the Department
 - b. Hospital Wide Seniority
 - c. Seniority within Samaritan Health Services
 - d. Date of the original Oregon RN licensure
 - e. Lowest Oregon RN license number.
- K. "Hourly Rate of Pay" is the nurse's rate of pay under 4.B, unless otherwise specified in this Agreement.
- L. "On Call" is the period during which a nurse is expected to be available to the Hospital.
- M. "Charge Nurse" is a nurse designated by the Employer to provide leadership support to a nursing department for one or more shifts, in addition to regular duties as a nurse.
- N. "Clinical Coordinator" is a nurse who, within the nurse's department, assists both other staff and the nurse manager in the everyday function of the nursing unit.

ARTICLE 3. RECOGNITION

- A. The Employer recognizes the Association as the sole and exclusive representative for collective bargaining purposes for all nurses employed by the Hospital, excluding supervisors, confidential employees, registered nurses serving in an administrative capacity, nurse practitioners, CRNAs, certified nurse midwives, and registered nurses not working in positions within the definition of 2.A above.

- B. A newly hired Registered Nurse, after the thirtieth (30th) day following attendance at New Hire Orientation, as a condition of employment, must:
1. Become and remain a member of the Association in good standing (ONA member), or
 2. Pay to the Association a fair share amount, as determined by the Association Fair Share payer), or
 3. Exercise his/her right of non-membership because of a bona fide religious tenet or teaching of a church or religious body of which the nurse is a member (Religious objector). Registered Nurses must notify the Association in writing of a desire to change membership status. Such a request must be mailed to the attention of the Membership Coordinator at:

Oregon Nurses Association
18765 SW Boones Ferry Road Suite 200
Tualatin, OR 97062

- C. PAYROLL DEDUCTION: The Hospital agrees to deduct monthly dues and fair share payments in lieu of dues for those nurses who voluntarily authorize such deductions. The Hospital will promptly remit deducted monies monthly to the Association together with a list of nurses from whom deductions were made. In exchange, the Association agrees to save and hold the Hospital harmless from any damages or injuries which might occur through errors and omissions on its part in administering this clause. The Association shall indemnify and hold the Hospital harmless against any and all claims, demands, costs (direct or indirect), suits or other forms of liability which are related in any way to action taken or not taken by the Hospital for the purposes of complying with any of the provisions of this Article.
- D. A nurse who objects to payment of dues or payment in lieu of dues to Association based on a religious tenet or teaching against joining or financially supporting labor organizations shall not be required to join or financially support the Association. However, the nurse, instead of such payments to the

Association, will pay sums equal to the Association's 'payment in lieu of dues' amount to a non-religious charity. The nurse will either meet with an Association representative or send a written statement to the Association, to set forth the nurse's objection(s). Upon request, the nurse will furnish the Employer and the Association with proof of such charitable payment.

- E. The Hospital will provide the Association during the months of January and July with a list of bargaining unit nurses that includes each nurse's name, employee identification number, address and telephone number on file with the Hospital, FTE status, home unit, shift and level of seniority.
 - 1. The Hospital will provide the Association monthly with a list of nurses who were added to the bargaining unit or left the bargaining unit that includes each such nurse's name, employee identification number, address and telephone number on file with the Hospital, FTE status, home unit, shift and level of seniority.
- F. Upon request, the Hospital will provide for up to thirty (30) minutes during new hire nursing orientation for an Association representative, to discuss the Association with new bargaining unit nurses. Professional Development produces the schedule of new hire orientations for a calendar year in January of that year which is available on-line.
- G. The employer will allow designated union representative paid Union time when representing bargaining unit members at management called investigatory and disciplinary meetings.

ARTICLE 4. COMPENSATION

- A. Minimum wage rates for all nurses shall be as provided in the wage schedule as it appears below. Nothing in this agreement shall be construed to prohibit the Employer from paying compensation above the minimum specified below or, if such higher compensation is paid, to reduce the compensation to no less than the minimum described in the contract.

B. Wage Increases

Effective the first day of the first pay period following ratification Registered Nurses covered by this agreement shall receive a wage increase of two percent (2%) on all steps on the existing scale.

Effective the first day of the first pay period following July 1, 2015, the wage scale hourly rate shall be increased two percent (2%) on all steps on the existing scale.

Effective the first day of the first pay period following July 1, 2016, the wage scale hourly rate shall be increased one percent (1%) across the board.

Cont Step/Yrs Serv	Eff. Date	Current	7/14/2014	7/13/2015	7/11/2016
	% Inc.		2%	2%	1%
1=0 yrs	Step 1	32.27	32.92	33.58	33.91
2=1 yr	Step 2	33.24	33.91	34.59	34.93
3=2 yrs	Step 3	34.24	34.92	35.62	35.98
4=3 yrs	Step 4	35.27	35.97	36.69	37.06
5=4 yrs	Step 5	36.33	37.05	37.79	38.17
6=5 yrs	Step 6	37.42	38.16	38.93	39.32
7=6 yrs	Step 7	38.54	39.31	40.09	40.50
8=7 yrs	Step 8	39.69	40.49	41.30	41.71
11=10 yrs	Step 9	41.28	42.11	42.95	43.38
14=13 yrs	Step 10	42.93	43.79	44.67	45.11
17=16 yrs	Step 11	44.65	45.54	46.45	46.92
20=19 yrs	Step 12	46.44	47.36	48.31	48.80
25=24 yrs	Step 13	48.29	49.26	50.24	50.75
30=29 yrs	Step 14	49.74	50.74	51.75	52.27

C. Relief and per diem nurses shall be paid a premium, in addition to the rates shown above, of fifteen percent (15%) in lieu of fringe benefits. Per diem and relief nurses shall remain eligible for all premiums, however, as any other nurse.

D. Step Placement:

1. Start is the starting rate, except as provided in 4.D.8 Steps 1 through 8 shall be the rate after one year at the immediately preceding step, as further clarified in 4.D.6 and 4.D.7.

2. A nurse will qualify for movement to Step 11 after spending no less than three (3) years at Step 8 and provided such nurse has worked no less than 3300 hours for the Hospital at Step 8.
3. A nurse will qualify for movement to Step 14 after spending no less than three (3) years at Step 11 and provided such nurse has worked no less than 3300 hours for the Hospital at Step 11.
4. A nurse will qualify for movement to Step 17 after spending no less than three (3) years at Step 14 and provided such nurse has worked no less than 3300 hours for the Hospital at Step 14.
5. A nurse will qualify for movement to Step 20 after spending no less than three (3) years at Step 17 and provided such nurse has worked no less than 3300 hours for the Hospital at Step 17.
6. A nurse will qualify for movement to Step 25 after spending no less than five (5) years and provided such nurse has worked no less than 5500 hours at Step 20, except as set forth in Section 4.C.8 below.
7. A nurse will qualify for movement to Step 30 after spending no less than five (5) years and provided such nurse has worked no less than 5500 hours at Step 25, except as set forth in Section 4.C.8 below.
8. Nurses shall be granted a step increase, as described above, on their anniversary date of employment, provided the nurse's performance is satisfactory by meeting or exceeding performance standards and provided further that the remaining provisions of this section are met. This annual movement to Steps 1 through 8 shall be provided only if the nurse has completed 1,100 hours since the nurse's last anniversary date. If on the nurse's anniversary date, the nurse has not met the 1,100 hour requirement, advancement to the next such step shall not occur until the

payroll period immediately following the nurse's completion of the 1,100 hour requirement.

9. Eligible hours under all steps of the salary range shall be defined to include all time worked, all sick leave bank hours paid by the Hospital, all paid holiday hours, all PTO paid by the Hospital, or any scheduled hours that were not worked as a result of mandatory absence time off. Eligible hours under this provision do not include regular on-call hours.
10. Newly hired nurses and transfers shall be hired at the most appropriate step on the wage scale, based on previous acute care hospital experience or, for home health/hospice hires, experience of a similar nature. Other RN experience will be credited on a 2:1 ratio. Newly hired and transfer nurses will be placed on the SPCH scale at the step corresponding to the years of experience as described above, except that no nurse shall be placed above Step 17.

E. Premiums:

1. Scheduled Stand-By/On-Call Taken Above Regularly Scheduled Hours:
On-call will be paid at the rate of four dollars (\$4.00) per hour. Beginning the first day of the pay period following 7/1/15, the rate will increase to four dollars and twenty-five cents (\$4.25). Holiday on-call will be compensated at the rate of four dollars and fifty cents (\$4.50) per hour. The on-call rate will be five dollars (\$5.00) per hour for full-time and part-time nurses in OR, PACU, ER, and Home Health for scheduled standby/on-call hours in excess of 40 hours of scheduled standby/on-call in a pay period. Time actually worked when called in while on scheduled standby, beginning when the called-in nurse arrives for work, shall be paid at one and one-half (1½) times the nurse's regular straight time hourly rate of pay, in addition to any differentials that may apply pursuant to other provisions of this Agreement, for a minimum of three (3) hours. The nurse and the Hospital may agree that the nurse is released from any part of the call-in without minimum pay.

2. Home Health nurses who are on-call shall receive their regular straight-time hourly rate of pay for telephone consultation to, or on behalf of, clients. Such compensation shall be recorded in fifteen (15) minute increments. The three (3) hour minimum will not apply.
 3. Orphan on call is defined as previously scheduled on call which must be filled after the schedule is published due to illness or termination/resignation. In lieu of the hourly on call pay rate specified above. Surgical Service nurses will be paid at one-half times ($1\frac{1}{2}$) times the on call rate for each hour of such on-call. If there are no volunteers to take orphan on call, it will be assigned on a rotating basis.
- F. Stand-By/On-Call for Mandatory Absence Shift: On-call will be paid at the rate of four dollars (\$4.00) per hour. Beginning the first day of the pay period following 7/1/15, the rate will increase to four dollars and twenty-five cents (\$4.25). Holiday on-call will be compensated at the rate of four dollars and fifty cents (\$4.50) per hour Time actually worked when called back to work while on standby for a mandatory absence shift, beginning when the called-in nurse arrives for work, shall be paid at one and one-half ($1\frac{1}{2}$) times the nurse's regular straight-time hourly rate of pay, in addition to any differentials that may apply pursuant to other provisions of this Agreement, for a minimum of three (3) hours.
1. The call-in pay ($1\frac{1}{2}$ times) does not apply if the nurse is called in to work at least one and one-half ($1\frac{1}{2}$) hours prior to the beginning of the nurse's stated on-call time. In such case, however, the nurse shall be paid a minimum of two (2) hours at straight time.
 2. A nurse may be placed on-call and given a delayed start time, only once during the nurse's shift. A nurse who is given such a delayed start may be called back prior to the established delayed start time. Such nurse shall be paid the time and one-half ($1\frac{1}{2}$) call-back rate for the period of time beginning with the nurse's arrival for work on the call-back and ending with the previously established delayed start time, provided that the nurse will receive at least the minimum three (3) hours at the time and one-half ($1\frac{1}{2}$)

rate. No nurse would be required to work beyond the regular ending time of their shift without mutual agreement.

G. Shift Differential:

1. Evening shift differential will be paid at the rate of one dollar and ninety cents (\$1.90) per hour.
2. A night shift differential will be paid at the rate of four dollars and twenty-five cents (\$4.25) per hour. For regular nurses working four to eight (4-8) years on night shift the rate will be five dollars (\$5.00) per hour. For nurses working nine (9) years or more the rate will be five dollars and fifty cents (\$5.50) per hour.
3. Nurses working hours on both evening and night shifts will be paid the differential based on the majority of time the hours are worked. Nurses working a shift that overlaps into evening or night shift will be paid shift differential only when a majority of their hours fall within evening or night shift and will be paid the differential for all hours of their shift. Evening shift is considered to be between 3:00 pm and 11:30 pm. Night shift is considered to be between 11:00 pm and 7:30 pm.

H. Weekend Premium:

A weekend shift premium will be paid at the rate of one dollar and fifty cents (\$1.50) per weekend shift hour worked.

- I. For unexpected sick calls within twenty-four (24) hours, a regular nurse will receive one and one-half (1 ½) times their straight time rate of pay.

J. Preceptor Differential:

A staff nurse who has met the eligibility requirements, received the additional training to act as a preceptor and who is assigned the duty, will receive a differential of one dollar (\$1.00) per hour for hours spent acting as a preceptor. Eligibility requirements are specified in the SHS Professional Development

Policy “Preceptor Criteria/Guidelines.” Nurses who act as preceptors will receive feedback on their annual performance appraisal related to such duties.

K. Acting House Supervisor:

Any nurse designated to be an “acting house supervisor” by the Hospital shall receive a premium of \$3.00 per hour when working in this capacity.

L. Charge Nurse:

Any nurse designated to be a Charge Nurse by the appropriate administrative person (or delegate) shall receive a differential of two dollars (\$2.00) per hour for those hours worked in the Charge Nurse capacity.

M. Clinical Coordinator, and RNFA (RN First Assist):

Any nurse designated to be a Clinical Coordinator, or RNFA (RN First Assist) by the appropriate administrative person (or delegate) shall receive a differential of \$3.00 per hour for those hours worked in the Clinical Coordinator, or RNFA (RN First Assist) capacity.

N. Certification Premium:

A certification premium of one dollar and fifty cents (\$1.50) per hour worked shall be paid to those nurses who have achieved a national certification recognized in Appendix A which is applicable to a specific unit or department for which they are assigned. The unit/department manager shall approve all such certification premium requests, renewable at expiration with written proof of re-certification. A nurse may apply only one premium to each nursing unit/department. Such information must be forwarded to Human Resources within three (3) months or the differential will be discontinued.

O. BSN/MSN Premium:

A nurse holding a BSN/MSN will be awarded for the highest degree attained fifty cents (\$0.50) per hour.

P. Extra Duty:

1. An Extra Duty Shift is a shift worked in addition to the approved schedule at the request of the hospital and is paid at one and one-half (1 ½) times their regular rate of pay.
2. To qualify for extra duty pay, the nurse must exceed a 0.7 FTE for 8 hour employees and 0.75 FTE for 12 hour employees (including Mandatory Absence time and Paid Educational leave, PTO is not included).
3. In the event there is less work available than expected, the:
 - a. Nurse will be offered a minimum of three (3) hours of work at the appropriate rate of pay (including extra duty premium pay), or the nurse and the Hospital may agree that the nurse is released from any part of the extra duty without extra duty or minimum pay; or
4. Hospital may cancel a nurse who is scheduled to work an extra shift with at least one and one-half (1½) hour's advance notice without the minimum pay penalty.
5. OR and PACU on-call hours worked are not eligible for extra duty pay, unless such hours are in excess of the nurse's regularly scheduled on-call hours.
6. If a nurse is requested by another nurse to cover the second nurse's regular scheduled shift, extra duty pay will not apply. Approval by the manager is required for such a trade.

Q. Twice a year, in March and September, the Hospital will review the average number of hours worked by each nurse. Nurses who consistently work above their FTE may have their FTE designation altered appropriately.

R. Home Health/Hospice Telephone Subsidy:

The hospital will provide a monthly subsidy to support personal cell phones used by Home Health/Hospice nurses. Full time (32 to 40 hours per week) Home Health/Hospice nurses will receive \$50.00 and part time (20 to 31 hours per week) Hospice nurses will receive \$35.00. In event that the Hospital identifies comparable, more cost effective alternative means or technologies or is able to negotiate more favorable terms with a service provider, the Hospital may reduce the reimbursement level. The Hospital will provide thirty (30) days notice of any such change.

S. Home Health/Hospice Reimbursable Miles:

Reimbursable mileage means all mileage driven on duty each day, less the distance to and from the nurse's home to the base office when check-in or check-out is required. When the nurse is not required to check-in or check-out from the base office, the nurse shall be reimbursed from the first visit.

ARTICLE 5. HOURS OF WORK

A. The basic work day shall be eight (8) hours, ten (10) hours or twelve (12) hours, excluding a one-half (1/2) hour unpaid meal period and a 15-minute paid rest period for every four (4) hours of the work day. Different durations of a nurse's basic work day may be established by agreement between the nurse, the Association, and the Hospital.

1. The Employer and each nurse are jointly responsible for arranging meal and rest periods as herein provided; however, it is recognized that at times interruptions cannot be avoided. If the meal or rest period is interrupted, the nurse shall be entitled to time off in the same day equivalent to the interrupted period to be arranged at a time that is mutually agreeable to the nurse and the Employer. Charge nurses shall facilitate or relieve for breaks and meals.
2. If circumstances require a nurse to work through a lunch period, the full period shall be considered as time worked unless the lunch break is granted later in that shift.

3. Access to food shall be available on all three shifts. The parties will work together to improve the quality of the food offered on night shift.
- B. The basic work period shall be forty (40) hours in a seven (7) day designated work week or, by mutual consent of the nurse and the Hospital with prior written notification to the Association, eighty (80) hours in a fourteen (14) day designated pay period for those nurses working eight hour shifts.
- C. Regular nurses shall normally be scheduled to receive every other weekend off, unless a nurse and the Hospital agree to a different schedule.
1. A weekend shall be defined as the calendar days Saturday and Sunday. For night shift, Saturday-Sunday shall begin at 2245 on Friday/Saturday.
- D. Overtime is defined as work in excess of the nurse's scheduled or expected work day (but not less than eight (8) hours of work). All overtime shall be properly authorized. Overtime shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular hourly rate.
1. Nurses employed in OR or PACU shall be paid time and one-half (1 1/2) their regular hourly rate of pay for any work performed between 6:00 p.m. and 6:00 a.m., and on weekends.
- E. Four week work schedules for nurses shall be prepared pursuant to the following process:
1. Not less than five (5) weeks prior to the start date of the schedule, an initial draft of the schedule for each nursing department shall be posted.
 2. During the first seven (7) calendar days following the posting of the initial draft schedule, nurses shall submit their availability in writing or electronically for required (per diem nurses) or extra (all nurses) shifts. The order in which shifts will be granted is as follows:
 3. Per diem nurses are required and will be assigned to three (3) open shifts if available per schedule period and may elect to sign up for additional shifts if available, so long as it does not result in overtime. At least one of

these shifts shall be a weekend or a night shift, if available. Per Diem nurses who sign up under this section will be awarded available shifts on an equitable basis beginning with the most senior nurse.

4. After Per Diem assignments are made regular and relief nurses who have submitted their availability in writing or electronically open shifts above their FTE will be assigned in the following order:
 - a. Shifts that do not result in Extra Duty Pay.
 - b. Shifts that will result in Extra Duty Pay on an equitable basis beginning with the most senior nurse.
 5. The final schedule for the department will be published fourteen (14) calendar days before the date the schedule becomes effective.
 6. Published schedules, barring an emergency, shall only be changed by mutual agreement of the Hospital and the nurse. If the Hospital has no reasonable alternative to achieve needed staffing, the Hospital may require a nurse to work a revised schedule provided that such additions may not exceed the nurse's regular FTE. Such changes in the schedule shall be made among the nurses on a rotating basis to the fullest extent possible.
- F. Mandatory Absence (MA) is defined as low census situations requiring less staff than originally scheduled for the shift. A nurse who is placed on mandatory absence for a shift will receive PTO accruals as though the nurse worked the scheduled shift. Mandatory Absence will be allocated on rotational basis within units.
1. Among the nurses on the shift in the unit/department, nurses who volunteer at least four (4) hours before the shift start time to be mandatory absence will be considered for mandatory absence according to guidelines below. Any assignment of mandatory absence time to nurses under this provision will be conditional on Hospital determination that the

remaining nurses can perform the mandatory absence nurses' responsibilities.

- G. Guidelines: In the event of excess nursing staff numbers, which need to be reduced, the following guidelines will apply:
1. At least one scheduled nurse from each subspecialty shall be retained from each shift.
 2. The priority for assigning mandatory absences will be to protect regularly scheduled shifts paid at the regular rate of pay.
 3. In accordance with the above definitions and guidelines, temporary staffing reductions will be done in the following order:
 - a. Agency/Traveler RNs
 - b. Temporary RNs
 - c. Holiday double time
 - d. Extra Duty Paid at a premium rate.
 - e. Overtime situations
 - f. Volunteers
 - g. Per Diem staff
 - h. Shifts above assigned FTE that are paid at the regular rate. The nurse is responsible for informing the supervisor that s/he is working at a regular rate.
 - i. Regular staff from a regularly scheduled shift at a regular rate of pay on a rotational basis.

- H. When a nurse will not be needed from the beginning of the nurse's shift, the Hospital will make an attempt to notify the nurse at least one and one-half (1½) hours prior to the nurse's scheduled shift and will simultaneously document the attempt. If the Hospital does not attempt to notify the nurse at least one and one-half (1½) hours prior to the nurse's scheduled start time, and the nurse appears on time ready to work but is mandatory absence for the entire shift, the nurse will be paid four (4) hours' pay.
1. When a nurse is placed on mandatory absence on a scheduled day, the Hospital may require the nurse to go on-call for his/her scheduled shift at the appropriate on-call rate of pay. If the Hospital does not place a mandatory absence nurse on-call, the nurse shall not be paid on-call pay and is relieved of any further work responsibility.
 2. A mandatory absence nurse who is "on-call" is considered on call for his/her department and then on call for other departments to which the nurse has been previously oriented. OR and PACU nurses who are mandatory absence from a regularly scheduled shift and placed on call for surgeries shall not be called back to the hospital to take a patient assignment. However, if such nurse is called back for a procedure whose length does not exceed the minimum call back hours guarantee, the nurse may be assigned to suitable work for the remainder of the call back minimum period.
- I. Nurses receiving on-call pay will remain accessible to the Employer by telephone or pager and able to arrive for work in the time determined for the nursing unit or department, but not to exceed thirty (30) minutes of being called, unless a different time frame is agreed to by the nurse and the Hospital due to the distance between the nurse's home and the Hospital. Call back pay begins when the nurse arrives for work.
- J. When unplanned absences in the work force, high census, or high acuity mandate a need for an increased staff, off duty nurses who are qualified and oriented for the duties to be performed shall be recalled to work in the following order, however the Hospital is under no obligation to use overtime nurses, if

nurses are available to work at straight time. No nurse will be paid for hours not worked in conjunction with the assignment or extra work.

1. On-call nurses or mandatory absence on-call nurses for their department.
 2. Nurses who have been placed on mandatory absence from any department.
 3. Per diem nurses, in order of seniority.
 4. Regular and relief nurses who have made themselves available for the shift. Calls will be made in rotation. The first nurse who agrees to come in will be awarded the shift.
 5. Regular and relief nurses who have not made themselves available for the shift. Calls will be made in rotation. The first nurse who agrees to come in will be awarded the shift.
 6. On-call nurses, if on-call for a specific department and not needed in that department, will be expected to be available to work in another department to which the nurse has been previously oriented, so long as they are not given an assignment which would delay their ability to respond to a need in their department. Refresher orientation will be provided on an as needed basis.
- K. Nurses not assigned to on-call status shall be guaranteed a minimum of two (2) hours pay when called in by a supervisor. The nurse may leave before completing two (2) hours of work, with the approval of the Hospital, if the nurse waives the minimum hour requirement. No minimum hour requirement shall apply for staff meetings, classes/seminars, mandatory education or disaster drills.
- L. When a nurse must attend a mandatory meeting, the nurse will be paid his/her hourly rate of pay.

- M. Time and one-half (1 ½) payments shall not be duplicated or permitted for the same hours worked or paid for under any of the terms of this Agreement and to the extent hours are compensated for at time and one-half (1 ½) under one provision of this Agreement, they shall not again be counted as hours worked under the same or any other provision of this Agreement.
- N. Nurses will not be regularly scheduled to work different shifts unless the nurse agrees to do so in writing.

ARTICLE 6. HOSPITAL RIGHTS

- A. The Hospital shall have the right to discipline and terminate the employment of nurses for just cause. Except to the extent specifically and expressly limited by a provision of this Agreement, the Hospital shall also have the exclusive right to operate and manage the Hospital and all parts of it, including, but not limited to, at any time hiring (regular, relief, "per diem," and temporary and contract (including "agency" or "traveler") nurses to fill any open position, laying off for lack of work, assigning, establishing standards, and generally performing and directing the performance of all tasks and operations necessary in the operation of the Hospital to effectively, efficiently and economically operate its facilities as a health care provider.
- B. All rights heretofore exercised by the Hospital or inherent in the Hospital and not expressly contracted away by a specific provision of this Agreement, are solely retained by the Hospital. The failure of the Hospital to exercise any function, power, or right reserved or retained by it, shall not be deemed a waiver of the right of the Hospital to exercise such power, function, authority, or right, so long as it does not conflict with an express provision of this Agreement.

ARTICLE 7. EMPLOYMENT STATUS

- A. All nurses are hired for an introductory period following their date of hire. During this time, the nurse may terminate or be terminated with or without cause and with or without notice or receiving accumulated benefits. The introductory period shall be defined as the first six months for all nurses, or four hundred eighty-eight hours worked for per-diem and relief nurses whichever is longer.

- B. All regular nurses shall give Hospital not less than ten (10) working days written notice of the nurse's intent to terminate employment. Failure to do so forfeits the nurse's right to accumulated PTO for the number of working days, up to ten (10), that were not covered by the nurse's advance written notice to the Hospital. PTO cannot be used in place of such notice.
- C. Employer shall give a regular nurse ten (10) working days written notice of its intent to terminate the nurse's employment, or, if less notice shall be given, then the difference between ten (10) working days and the number of working days of advance notice shall be paid to the nurse at his/her hourly rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for conduct or Hospital rules violations which amount to just cause.
- D. Upon termination of employment, the nurse may have an exit interview conducted by the Director of Human Resources.
- E. A nurse who has completed the introductory period who feels s/he has been suspended, disciplined, or terminated without just cause, may present a grievance for consideration under the grievance procedure.
- F. The Hospital shall advise a nurse in advance if it believes that information obtained at an investigatory meeting is likely to result in discipline of the nurse.
- G. The Employer shall notify the Association by telephone or in writing within seven (7) calendar days, excluding weekends and holidays, after a suspension or discharge; unless the nurse signs a waiver relieving the Hospital of the notification obligation and relieves the Association of the responsibility for acting on the notification.

ARTICLE 8. HEALTH AND WELFARE

- A. The Hospital will offer eligible full- and part-time nurses covered by this Agreement the opportunity to participate in the Samaritan Choice Plans (including medical, vision, and dental insurance coverage) or substantially comparable plans in accordance with the terms of such plans and share of

premium costs as offered to the majority of nonunion-represented Hospital employees.

1. Nurses may opt out of medical/pharmacy benefits with proof of other insurance and receive \$55.39 per pay period. Such proof must be provided annually to Human Resources. In addition to providing documentation, the employee must opt-out electronically in the benefits enrollment system annually.
- B. Nurses shall be covered by State Workers' Compensation Insurance or equivalent coverage shall be provided by Hospital.
- C. Premium Rate Determination:
In 2015, and subsequent years of the contract the employee's contribution rate will be the same as the rest of the majority of the Hospital employee's, provided, however, that the Health and Welfare Plan will not increase more than twelve percent (12%) from the previous year's contribution. (Except in year 2015 when premium begins for single subscribers. In 2015, for those nurses hired prior to ratification, 5% for 0.8-1.0 FTE and 10% for 0.5-0.79 FTE of total premium cost will be passed on to the nurse.) For nurses hired after ratification, 5% for 0.8-1.0 FTE of total premium cost will be passed on to the nurse.
- D. The Hospital reserves the right to obtain substantially comparable health and welfare and dental insurance coverage through another carrier by first notifying the Association, in writing, thirty (30) calendar days prior to the date of putting into effect such new plan.
- E. The Hospital's obligation to make contributions to the health and welfare and dental plans which are incorporated into this Agreement are not an automatic commitment by the Hospital to continue to agree to make such programs available in future contracts.
- F. The Hospital will offer eligible nurses covered by this Agreement the opportunity to participate in the Samaritan Health Services short- and long-term disability insurance plans, life and accidental death and dismemberment insurance plans,

voluntary life insurance plan, and Section 125 plan, or substantially comparable plans as offered to the majority of Hospital employees not covered by this Agreement in accordance with the terms of the respective plans.

G. The Hospital's existing Substance Abuse in the Workplace Policy will apply to all bargaining unit nurses.

H. Two representatives from the ONA Bargaining Unit may participate in a health care advisory group.

I. Impact of Health Care Reform.

The parties agree that Health Care Reform legislation may impact the provision of health insurance benefits under this Article. Given that, either side may reopen this Article once during the term of the Agreement to bargain over required changes. The party desiring such reopener shall provide written notice to the other party initiating the reopener. The parties will then meet promptly and bargain for a period of no more than 90-days over any proposed changes to this Article. At the end of the 90-day bargaining period, Article 1 (No Strike. No Lockout) and Article 15, step 4 (Arbitration will be suspended, but only for any disputes that may arise under this Article 8.

ARTICLE 9. PAID TIME OFF (PTO)

A. The Hospital shall provide a program of earned time off, for regular nurses, which can be used to meet the nurses' needs or desires for paid time off from work. The Paid Time Off program is a consolidation of, and in lieu of, sick leave, paid holidays, and vacation leave.

B. For time off other than for in illness, a nurse must submit a request to the immediate supervisor as far in advance as possible. The nurse must have sufficient accrued PTO to actually request time off. Scheduled PTO may be rescinded at any point if sufficient PTO cannot be accrued to cover the requested absence. Once scheduled, the Hospital may not rescind PTO if sufficient PTO accrual exists to cover the requested time off.

- C. A nurse may request PTO prior to the posting of the schedule but not more than six (6) months prior to the date when the schedule covering such time off is to be posted. Requests for PTO shall be considered on a first-come-first-served basis. If two or more requests are submitted on the same date for the same time off and granting both of them would result in critical staffing shortage, the senior nurse will be given the time off. The staff member shall be notified of approval or denial within two weeks of the submission of a request. All requests shall be made in writing or electronically. Requests will not be unreasonably denied. Seniority preference may be exercised only once every other year.
- D. PTO which would occur during the pay period(s) containing Spring Break, Thanksgiving, Christmas, Christmas Eve and New Year's will be arranged according to departmental staffing practices. Requests for these time periods will be granted by the manager on a rotational basis. Nurses will be notified no later than ten (10) weeks prior to the above mentioned holidays.

A nurse may ask to rescind scheduled PTO prior to the date when the schedule covering such time off is posted. After schedule is posted, such a request for rescission may be granted if the department manager consents.

1. Once a schedule has been posted under 5.5.1, or if a PTO request exceeds the unit quota and a nurse wants PTO time off in that schedule period, a request for the time off will be considered only if the nurse has arranged for a qualified replacement at the straight-time rate of pay.
- E. For time off due to illness, a nurse must notify the immediate supervisor as soon as possible of the illness and the need for time off. If the illness extends beyond one day, daily calls must be made to keep the supervisor informed.
- F. Nurses must indicate on the time sheet the number of PTO hours for which payment is requested. The combined total of hours worked and PTO hours cannot exceed the nurse's normal working time in any given pay period, except for authorized overtime.
1. Nurses have the option of taking a day off without pay instead of using PTO when the nurse is released from work under the following conditions:

- a. Mandatory Absence
- b. When a department is closed or staff is reduced on a holiday
- c. During military leave
- d. For contract negotiations

G. Accrual: A regular nurse hired on or before July 2, 2014 will accrue PTO from the nurse's date of employment as a regular nurse at the following rate:

Months of Service	Accrual Rate	Appx Ann Accrual
1 st through 48 th	.1077 hours per Compensable hour	28
49 th through 108 th	.1269 hours per Compensable hour	33
109 th & each month of Service thereafter	.1462 hours per Compensable hour	38

1. A regular nurse hired on or after July 3, 2014 will accrue PTO from the nurse's date of employment as a regular nurse at the following rate:

Months of Service	Accrual Rate	Appx Ann Accrual
1 st through 48 th	.0962 hours per Compensable hour	25
49 th through 108 th	.1154 hours per Compensable hour	30
109 th & each month of Service thereafter	.135 hours per Compensable hour	35

2. An hour, as used above, means an hour worked or paid by the Hospital at the nurse's straight-time hourly rate or higher.

3. Maximum Accrual: A nurse may accrue up to 550 hours in the nurse's PTO bank. When the maximum number of hours is reached, the nurse must either cash out a portion of hours in the bank or take leave for the same amount. A nurse will not accrue additional PTO on hours that are cashed out. If the nurse does not request leave, any leave in excess of the 550 hours will not accrue.
- H. Cash Out of PTO Hours: Nurses may request a cash-out of available PTO, in accordance with SHS policy, annually and no later than November 30 of each year. Nurses may elect cash out amounts for any of the designated dates in the subsequent year.
1. There is no limit, either minimum or maximum, on the number of hours that may be cashed out. However, a minimum of forty (40) hours must be retained in the nurse's PTO bank when requesting a PTO cash out of hours.
- I. Holidays: No PTO time will be paid for holiday hours that are worked.
- J. Previously existing accrued sick leave has been transferred to a sick leave bank. Nurses may opt to convert any amount of their sick leave bank to PTO at a 3:1 ratio. This conversion will be offered every three (3) years until the sick leave banks are exhausted.
1. Use of Sick Leave Bank: A nurse absent due to illness/injury shall use the nurse's PTO for the first two (2) days of absence, after which the nurse may access the nurse's sick leave bank. Otherwise, nurses shall use PTO for all illness, etc. There will be no accrual into sick leave banks.
 2. If a nurse is absent due to admission to a hospital, including a day surgery unit, as an inpatient or outpatient, he/she shall be able to access the sick leave bank immediately.
- K. Retirement: At full retirement, defined as leaving Hospital employment and simultaneously obtaining social security benefits, any time left in a nurse's sick leave bank may be cashed out at a 2:1 ratio. PTO will be cashed out at a 1:1 ratio.

- L. Accrued PTO will be noted on the nurse's paycheck. It is understood that such notation is subject to verification and that, in case of a discrepancy between the notation and the actual accumulation, the latter will control.
- M. There is no waiting period for the use of PTO. However, nurses may not have a negative balance in their PTO account.

ARTICLE 10. HOLIDAYS

- A. The following eight (8) legal holidays will be recognized by the Hospital: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, December 24, and Christmas Day.
 - 1. The New Year's holiday shall be calculated from 1500 hours New Year's Eve to 1500 hours New Year's Day.
- B. Nurses required to work on a recognized holiday shall receive one and one-half (1 1/2) times the hourly rate of pay for all hours worked. In the event a nurse is called back to work on Thanksgiving Day, Christmas Day, or New Year's Day, the nurse shall be paid two times the regular hourly rate of pay for all time worked on that day.
- C. A nurse who works an extra shift on a recognized holiday shall receive two and one-half (2 1/2) times the hourly rate of pay for all hours worked. Trades will be exempt.

ARTICLE 11. PROFESSIONAL DEVELOPMENT

- A. The Hospital agrees to establish a continuing education reimbursement program for all nurses covered by this Agreement. This program shall apply as follows:
 - 1. The period for calculation of professional development shall be the calendar year (the "calculation period"). Each nurse under this Agreement shall be afforded the opportunity for reimbursement of course registration and materials, travel, meals and lodging expenses which are directly associated with such educational leave. Such reimbursement shall be determined by the department manager whose decision shall be final, provided, however, that such decision shall not be arbitrary or capricious. These educational days shall be distributed by the appropriate department head in as equitable

a manner as possible. In the event of a dispute concerning the distribution of such days, the decision of the Nurse Executive shall be final, provided, however, that such decision shall not be arbitrary or capricious.

2. If a nurse is scheduled to attend a class required by the Hospital, and the class hours interfere with the nurse's schedule in such a way that such attendance causes the nurse to miss a portion of the regularly scheduled shift, the Hospital may offer the nurse additional reasonable work hours up to his/her regularly scheduled FTE. If additional work is unavailable, the nurse will be paid for the portion or reminder of the shift missed up to four (4) hours for each educational day provided the nurse has not or will not meet his/her FTE by the end of the work week.
3. Relief and per diem nurses who actually work 832 hours or more in the preceding twelve (12) months shall be entitled to receive up to \$200.00 per calculation period as reimbursement for the expenses associated with an educational leave. Part-time nurses shall be entitled to receive up to \$300.00 per calculation period as reimbursement for the expenses associated with such educational leave, and such nurses may also be granted up to thirty-two (32) hours paid educational leave per calculation period to attend programs approved by nursing administration. Full-time nurses shall be entitled to receive up to \$350.00 per calculation period as reimbursement for the expenses associated with such educational leave, and such nurses may also be granted up to forty (40) hours paid educational leave per calculation period to attend programs approved by nursing administration. A nurse who was regularly scheduled to work 32 to 35 hours per week on the date of this Agreement's ratification will be considered a full-time nurse for the purposes of this section, except that this sentence will not apply if the nurse thereafter changes FTE status. In all cases, approval for attendance at an educational program must be obtained in writing in advance of the date the actual educational leave occurs, and no retroactive applications will be granted by the Employer. The nurse shall be available to share the information learned with staff.

4. During a calculation period, the total amount available for reimbursement of these expenses for nurses shall not exceed \$18,500. Prior to the end of the calculation period, the Nursing Practice Committee may approve additional funds to nurses who so request, if there are excess funds available.

B. Orientation

Each newly employed nurse shall be provided with an individualized and specific orientation to the Hospital and to the department for which the nurse was hired.

The orientation program will be maintained with the assistance of the Nursing Practice Committee. During orientation, the nurse will not be counted in the acuity/staffing for that unit until the nurse is deemed competent to perform regular staff duties. Progress of newly employed nurses shall be regularly reviewed with the nurse during the orientation period. An evaluation of the orientation period will be reviewed with the nurse after completion of the orientation period.

C. In-service Education. The Hospital shall maintain an in-service education program.

It shall seek to schedule programs at different days/times during the year.

Mandatory in-services shall be offered at a variety of times convenient for regular shifts and the nurse will be paid for attendance. Mandatory in-service notices will be posted with as much advance notice as is practicable. If mandatory meetings fall only on a scheduled workday, the Hospital will either arrange for work coverage or arrange an alternate method for the information to be conveyed.

D. On Line Learning. Continuing education hours may be used for independent on line learning approved by the manager. One hour of paid education leave will be granted for each CEU hour successfully completed and documented. On line learning may occur during work hours if approved by the manager/supervisor. In such circumstance, the nurse must transfer time to Education/in-service/workshop. On line CEUs may not be done in conjunction with worked time to create an overtime situation.

ARTICLE 12. FLOATING

- A. Given due consideration to required skills, nurses may be floated from their core unit under the following conditions and within the applicable contractual provisions.

1. A nurse will only be required to float if, in the Hospital's view, the nurse's core unit is adequately staffed without that nurse. The Hospital will make every effort to place scheduled nurses into productive activity in lieu of placing them on mandatory absence or mandatory absence on-call.
2. The Hospital will have a back-up staffing plan for low census units should the low census unit's activity increase.
3. In order to be floated, a nurse must have been oriented or cross-trained, as defined below and in the body of the contract.
4. Nurse Float Levels will be established by mutual agreement between the affected nurse and nursing management. If agreement cannot be reached, the issue shall be referred to the Nursing Practice Committee for resolution.
 - a. Nurse Float Level 1: The nurse is fully oriented and cross-trained to the alternate unit and is able to function as a primary nurse on that unit (can take patient assignment).
 - b. Nurse Float Level 2: The nurse is oriented to that unit and is cross-trained to be able to function as a secondary nurse (can take a limited assignment with designed assistance from a Core Unit Nurse).
 - c. Nurse Float Level 3: The nurse is able to use basic RN skills to function in an assistive capacity only and, therefore, will have no patient assignment. Examples of assistive functions include taking off orders, answering call lights or telephones, feeding patients, transporting patients, patient admissions, patient baths or basic mobility assistance, blood transfusions and starting IVs.

B. DEFINITIONS

1. Oriented: The nurse has completed a program designed to teach the nurse the basic unit layout, routines, and equipment. Refresher orientation must be completed as determined by the Hospital or if requested by a nurse who

has not worked on the specified unit at least once during the preceding three (3) months. Nurses shall notify the Hospital if they require a refresher orientation and the Hospital shall work with the nurse to arrange such orientation.

2. Cross-Trained: A nurse is considered cross-trained when the nurse has completed orientation as above and has had extended training program to meet the criteria for functioning as a primary or secondary nurse in the alternate unit.
3. Primary Nurse: Any nurse who can function independently on the assigned unit. Each nurse is expected to function as a primary nurse in his/her core unit.
4. Secondary Nurse: Any nurse who can function with assistance of a Core Unit Nurse in taking limited assignment mutually agreed upon by the secondary nurse and the Core Unit Nurse.
5. Core Unit Nurse: A nurse who is working in the unit where the nurse is regularly assigned. This nurse may or may not be a Clinical Coordinator or Charge Nurse.

ARTICLE 13. LEAVES OF ABSENCE

- A. Leaves of absence may be granted by the department manager or his/her delegated representative when written application showing cause is submitted in advance. Leave of absence requests shall be submitted on the appropriate Hospital form pursuant to Hospital Policy. The Hospital form shall specify the type of leave requested and approved any combination of paid time off benefits and unpaid time, and the status of return rights. Paid time off may be used for specific leaves, as specified by applicable statute or this Agreement, if the nurse desires. Return rights shall be guaranteed for nurses using paid time off benefits, but subject to the conditions below if returning from an unpaid leave of absence.

- B. Leaves of absence shall not exceed six (6) months unless otherwise specified.
- C. Sick leave bank time shall only be used for personal medical leave or as otherwise specified by law.
- D. A nurse will not lose previously accrued benefits as provided in this Agreement during the term of an approved unpaid leave of absence. The Hospital shall be under no obligation to provide any paid benefits to any nurse during such periods that are an approved unpaid leave of absence.
- E. Unpaid Leaves:
 - 1. Leaves of absence for service in the Armed Forces of the United States will be granted in accordance with Federal Law. A leave of absence not in excess of two weeks to fulfill annual military training obligation shall not be considered as vacation unless requested by the nurse.
 - 2. Leaves of absence for parental reasons shall be granted in accordance with applicable parental leave law. Use of paid time off benefits shall be in accordance with applicable statute and 13.1 above. A nurse returning from a leave of absence for parental reasons shall be returned to his/her position in accordance with applicable parental leave law. Extensions of employee parental leaves of absence may be granted with mutually agreed upon return rights.
 - 3. After one year of employment, leaves of absence for educational purposes for a period of one year may be granted. The Hospital shall have no obligation to provide any paid benefits to or for a nurse during such periods on an approved unpaid leave of absence.
 - 4. Employee medical leaves of absence will be granted in accordance with applicable medical leave law. Sick leave bank time may be used. A nurse returning from an approved medical leave of absence shall be returned to his/her position, if available, or to the first comparable available position in accordance with applicable medical leave law. Extensions of employee

medical leaves of absence may be granted with mutually agreed upon return rights.

5. Unpaid personal leaves of absence may be granted at the discretion of the Nurse Executive. No unpaid personal leave of absence shall be approved unless the nurse has no accrued paid time off at the time of the request. A nurse returning from an unpaid personal leave of absence within sixty (60) days shall be returned to his/her position. After sixty (60) days, if the nurse does not return to work, the Hospital may fill the nurse's position and assign the nurse to per diem status. The Hospital will mail to the nurse notice of its intent to post the nurse's position not less than seven (7) days in advance of the posting.
6. Family leave shall be granted in accordance with applicable state and federal statute and Section 13.1 of this agreement. A nurse who returns from any unpaid portion of a leave of absence for family illness shall be returned to his/her position in accordance with applicable law.

F. Paid Leaves

1. A regular nurse who has a death in the nurse's immediate family shall be granted a leave of absence at the hourly rate of pay for up to four (4) days, following the time of the death, for the purpose of observing a period of mourning.
 - a. 'Immediate family' shall include any family member, as that term is defined in the Oregon Family Leave Act, and, if not included in that definition, siblings, grandparents, and grandchildren.
2. The Hospital will pay at the regular hourly rate all working hours lost by any nurse due to jury call or jury duty, or lost due to service as, or preparation to be, a witness called or subpoenaed by the Hospital (or called or subpoenaed by a government authority in a criminal proceeding) in any legal proceeding with respect to events involving the Hospital or occurring on Hospital property. Evening and night shift nurses serving as a witness or on jury duty as defined herein shall be relieved from work,

and entitled to the same payment as the day shift nurses in the same circumstances.

- a. On any day as a witness or on jury duty a nurse is released early, the nurse must contact the nurse's supervisor to determine if the nurse is needed for the remainder of the work shift. Payment for service as a witness or for jury duty shall be turned over to the Hospital for any day the nurse is paid the nurse's full wage by the Hospital.

ARTICLE 14. TUITION REIMBURSEMENT

- A. The Hospital will loan funds, in accordance with this article, to eligible nurses to finance direct expenses incurred in an approved education program for hospital-related occupations that will benefit both the nurse and the Hospital.
 1. Eligible nurses are all regular nurses who have been employed (or have tenure of) at least one (1) year at the Hospital.
 2. Direct expenses are tuition, required educationally-related user's fees (e.g. lab fees), and required textbooks. Funds may also be used for other educationally-related expenses such as child care and transportation, provided it is a direct consequence of the educational endeavor.
 3. Approved education programs are those which:
 - a. Are offered at an accredited institution of higher education or vocational instruction;
 - b. Are directly related to a hospital-related occupation and deemed needed at the Hospital by Hospital Administration at the time of the request; an
 - c. Require at least one (1) academic term, quarter, or semester to complete.
- B. A full-time nurse may borrow up to \$2,000 a year or up to a maximum of \$4,000. A part-time nurse may borrow up to \$1,000 a year or up to a maximum of \$2,000.

The Hospital will provide up to \$10,000 annually to fund the program on a first come, first served basis.

- C. Eligible nurses receiving a loan will be required to execute a promissory note to the Hospital. Attached to the note will be a schedule, acceptable to the Hospital, by which the course of instruction shall be completed. The note will become immediately payable if the nurse fails to:
 - 1. Complete the course of instruction within the agreed upon schedule;
 - 2. Achieve a passing grade in any class; or
 - 3. Obtain any license or certification required to practice the nurse's new profession at the Hospital in a timely manner following completion of the course of study.
- D. The note will be forgiven at the rate of \$100 a month for full-time nurses for each month worked and \$50 a month for part-time nurses for each month worked, provided the nurse returns to (or is available for) regular full-time or part-time employment at the Hospital within two (2) months of successful completion of the agreed upon course of study.
- E. If a nurse terminates Hospital employment for any reason before the end of the minimum employment sufficient to forgive the entire loan under 14.4, the balance of the loan will immediately become due.
- F. The Hospital shall provide for appropriate procedures to implement this program.
- G. The educational reimbursement policy of Samaritan Health Services will apply to Registered Nurses.

ARTICLE 15. GRIEVANCE PROCEDURE

- A. Definition. A grievance is defined as a difference of opinion concerning the application or interpretation of this Agreement. It is the express intent of the parties that grievances shall be resolved informally whenever possible and at the lowest

possible step. Grievances may be, by written mutual consent of the parties, referred back for further consideration or advanced to a higher step.

1. Dismissal grievances must be filed in writing within the first fourteen (14) days following the dismissal and shall be initially filed with the VP of Patient Care Services or designee.

B. Procedure. Grievances shall be processed in the following manner:

1. Step 1. The nurse or Association representative shall present the grievance, in writing, to the nurse's immediate supervisor within fourteen (14) calendar days of its occurrence or the date the nurse or Association knew or should have known of the grievance, whichever is later. The written grievance shall identify the provision of the Agreement which has allegedly been violated and shall state what happened to cause the grievance and the relief requested. The supervisor and the nurse shall then meet to attempt to adjust the matter within fourteen (14) calendar days from the date the grievance is received. The supervisor shall respond to the grievance, in writing, to the grievant and the Association representative within fourteen (14) days of the first step meeting.
2. Step 2. If a grievance has not been settled between the affected nurse and the nurse's supervisor, it shall be presented in writing to the Nurse Executive by the Association representative within fourteen (14) calendar days after the supervisor's response at Step 1. The Nurse Executive shall meet with the grievant and an Association representative within fourteen (14) calendar days of receipt of the grievance and shall respond in writing to the grievant and Association representative within fourteen (14) calendar days after the Step 2 meeting.
3. Step 3. If the grievance is unsettled after the reply of the Nurse Executive, the Association shall submit a written grievance to the Hospital Administrator or his designee within fourteen (14) calendar days of receipt of the Hospital's reply at Step 2. The Hospital Administrator or his designee shall meet with the grievant and Association representative within fourteen (14) calendar days of receipt of such grievance. The

Hospital Administrator or designee shall respond to such grievance in writing within fourteen (14) calendar days of the Step 3 meeting.

4. Step 4. If the grievance is still unsettled, the Association shall, within seven (7) calendar days of receipt of the decision of the Administrator, have the right to have the matter submitted to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the Employer and the Association shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by the Association and Hospital, and each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.
5. The grievant, any nurse representative or nurse witness shall be granted release time without loss in pay or benefits to participate in grievance meetings. It is understood that this does not require payment to nurses unless the grievance meeting is during the nurse's working time. This section does not apply to an arbitration hearing.

- C. Determination of Merit. The provisions of this Article shall not be interpreted to require the Association to process any grievance through the grievance or arbitration procedure which the Association believes, in good faith, lacks sufficient merit.

- D. Arbitrator's Authority. The Arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The Arbitrator's decision and award shall be based on the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the Arbitrator shall be final and binding on the Employer, the Association and all employees involved.

The Hospital and the Association agree to jointly request that the arbitrator issue the written decision within thirty (30) days of the closing of the hearing or the submission of the briefs, whichever is later.

- E. Time Limits. It is the intent of the parties that the time lines of this grievance and arbitration procedure shall be strictly adhered to; however, the time lines, after Step 1, may be adjusted by mutual written agreement by the parties to accommodate scheduling. The Employer shall have the right to refuse to arbitrate a grievance which is not raised in a timely fashion.
- F. Introductory Employees. A nurse suspended or terminated during the nurse's introductory period shall not be entitled to invoke the grievance and arbitration procedure to contest such suspension or termination.
- G. Election of Remedies. A nurse's election of any administrative or judicial proceeding in addition to this grievance procedure which involves any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, for purposes of the grievance procedure, the Employer's last response at Step 4 shall be final and binding on all parties.

ARTICLE 16. NURSING PRACTICE COMMITTEE

- A. A Nursing Practice Committee ("NPC") shall be established.
- B. The objectives of the NPC shall be:
1. To consider constructively the practice of nurses;

2. To work constructively for the improvement of patient care and nursing practice;
 3. To recommend to the hospital ways and means to improve patient care and assist in any changes they recommend; and
 4. To exclude grievances or any matters involving interpretation of this Agreement from its discussions.
- C. The NPC shall be composed of up to six (6) nurses appointed by the Association and up to six (6) managers appointed by the Hospital.
- D. The NPC shall schedule regular meetings not to exceed 12 meetings per year. The nurse members will be paid a maximum of two (2) hours at straight time to attend a meeting. Agenda and minutes will be kept.
1. A nurse member's attendance at an NPC meeting shall be on the nurse's unscheduled time or when the nurse's manager can excuse the nurse from scheduled work without interfering with patient care.
 2. Other nurses may attend meetings of the NPC on their own time, subject to meeting space. However, if the Hospital requires a nurse to attend an NPC meeting, the nurse will be paid for attending.
- E. The NPC will objectively recommend measures to improve patient care. The Hospital will consider such recommendations and will advise the NPC of action taken.

ARTICLE 17. SENIORITY/LAY-OFF

- A. Seniority is defined as the length of time the employee has been continuously employed in the bargaining unit. An employee shall have no seniority during the initial introductory period, but upon successful completion of this introductory period, employment seniority shall be retroactive to the date of hire.
1. Vacancies. Nurses who apply for posted bargaining unit positions will be given first opportunity for the position based on experience and

qualifications within the department. If experience and qualifications are equal, unit seniority, then bargaining unit seniority will be applied. Notice of vacancies shall be prominently posted for seven (7) calendar days. When a nurse is denied a position, the reasons for denial shall be provided to the nurse in writing.

2. A nurse shall lose all previous seniority credit and shall have the employment relationship severed if the nurse:
Is laid off for a period of more than twelve (12) consecutive months; or
3. Is off work due to illness or injury in excess of eighteen (18) consecutive months; provided, however, that this period may be extended by mutual agreement, in writing, between the Employer, the nurse, and the Association; or
4. Is terminated from employment.

B. Layoff: Hospital management will notify the Association at least twenty one (21) days prior to initiating a layoff. Nurses in the unit where the layoff occurs will be given the opportunity to be voluntarily laid off. If it is determined that the voluntary procedure is not satisfactory, then:

1. Nurses will be laid off and/or have their FTE and shift adjusted by Hospital management within the bargaining unit in the reverse order of seniority provided that the remaining nurses currently possess the necessary competencies and skills to perform the work to be done. Should removing the least senior nurse result in inadequate competency and skills in the unit, then that nurse shall remain and the next least senior nurse shall be laid off. Nurses shall be recalled from layoff in the order of seniority provided that they have the necessary skills and competency to perform the work to be done.
2. No bargaining unit positions will be awarded to non-bargaining unit applicants until the conclusion of the layoff/reorganization is completed.

3. All Nurses who meet qualifications shall be considered for available positions within their current unit. Only nurses in good standing will be considered for advancement.
 4. Employees will be paid severance in accordance with the current Hospital Severance policy. Nurse will waive recall rights by accepting severance.
 5. The Hospital will provide the Association a list of the employees to be laid off, a seniority roster and a list of vacant positions within the bargaining unit. List will include department, unit, FTE and shift. The Association/Nurses will have ten (10) days to review and contest seniority dates.
 6. Nurses shall be recalled from layoff in the order of seniority provided that they have the necessary skills and competency to perform the work. If a laid off nurse is recalled to a shift different from the nurse's assigned shift at the time of the layoff, the nurse may refuse such recall. The nurse may not refuse more than on two occasions or recall rights will be forfeited.
 7. The Hospital will notify the employee by certified mail and e-mail on file with Human Resources of a position to which the employee may be recalled.
 8. Recall from layoff shall be in the reverse order of layoff or hours reduction among the nurses from the unit and shift where the recall will occur.
- C. Nurses who are promoted outside the bargaining unit but who remain continuously employed by the Hospital / SHS Corporate (i.e. Epic position) and later return to the bargaining unit will assume the same level of seniority previously enjoyed.

ARTICLE 18. ASSOCIATION REPRESENTATIVE

- A. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the Employer's facilities out of which the nurses work,

for the purpose of transacting Association business and observing conditions under which the nurses are employed; provided, however, that (1) the visit shall be subject to general Hospital rules regarding non-employees, and (2) there is no interference with the work of any employees. Association representatives must inform the Human Resources Department in advance of the time and place of the visit. Approval shall not be unreasonably withheld.

- B. Hospital shall provide bulletin space in each nursing department. Such posting shall be dated and signed by the Association representative, and it shall be the responsibility of such representative to remove such notices in thirty (30) calendar days. Association materials shall be limited to posting on the designated bulletin board. Other materials may be posted with prior approval of the Human Resources Director. Association agrees that no notices shall be posted which are derogatory or inflammatory.

ARTICLE 19. NON-DISCRIMINATION

- A. Prohibition. The Association and Employer agree that the provisions of this Agreement shall be applied in accordance with applicable law equally to all nurses in the bargaining unit, without discrimination as to age, marital status, race, religion, color, sex, national origin, ancestry, union affiliation, sexual orientation, or disability. Reasonable accommodation will be made by the Association and by the Employer to enable any qualified handicapped nurse to safely and properly perform the duties of their job. Nothing in this Article, however, shall be construed to prohibit Employer actions taken because of bona fide occupational qualifications, or Employer business necessity.
- B. Gender. All references to nurses in this Agreement designate both sexes. Whenever the male or female gender is used, it shall be construed to include both male and female employees.
- C. Association Affiliation. Neither the Association nor the Employer will unlawfully discriminate against any nurse because of the nurse's union membership or non-membership or because of lawful union activity.

ARTICLE 20. SUCCESSORS

- A. In the event the Hospital shall by merger, consolidation, sale of assets, lease, franchise, or by other means, enter into an agreement with another firm or individual, which, in part or whole, affects the existing collective bargaining Agreement, then each successor firm or individual shall be bound by each and every provision of this Agreement, except as otherwise agreed. The Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individuals with which it seeks to make such an agreement, and if such notice is so given, the Hospital shall have no further obligation hereunder from the date of takeover.

ARTICLE 21. RETIREMENT

- A. The hospital will offer nurses covered by this Agreement the opportunity to participate in the Samaritan Health Services 401(a) and 403(b) Plans offered to the majority of Hospital employees not covered by this Agreement in accordance with the plans' respective eligibility and other terms. For each eligible nurse who is participating in the 401(a) Plan, the Hospital will contribute to the Plan an amount equal to four percent (4%) of the nurse's base compensation plus four percent (4%) over the taxable wage base in accordance with the Plan's terms. For each eligible nurse hired on or before July 2, 2014 who is participating in the 403(b) Plan, the Hospital will match contributions by the nurse to the Plan, up to a maximum amount equal to three percent (3%) of the nurse's base compensation in accordance with the Plan's terms.
- B. For each eligible nurse hired on or after July 3, 2014, who is participating in the 403(b) Plan, the Hospital will match contributions by the nurse to the Plan, up to a maximum amount equal to two percent (2%) of the nurse's base compensation in accordance with the Plan's terms.

ARTICLE 22. WORK RULES

- A. The parties recognize that the Employer is directly responsible to the public generally for the performance of the functions and services involved in operating the Employer's facilities. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Employer must retain broad authority to

fulfill and implement its responsibilities and may do so by work rule, oral or written, whether such work rule now exists or may be promulgated in the future.

1. It is agreed, however, that no existing or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement. A provision of this Agreement will supersede a work rule where they are in apparent conflict, provided that the requirements of applicable federal and Oregon law will always be paramount.
 2. All work rules which are now in existence shall be reduced to writing and will be furnished to the Association and to affected employees.
 3. The Employer shall give the Association and employees no less than ten (10) calendar days advance notice of the implementation of any new work rule.
- B. The Employer's work rules shall include a procedure for employees to complain about harassment in the Employer's facilities.

ARTICLE 23. SAVINGS CLAUSE

- A. If any Article or Section of this Agreement, or of any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Article or Section is held invalid for enforcement, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association or Employer, for the purpose of arriving at a mutually satisfactory replacement within sixty (60) calendar days after the

beginning of the period of invalidity or restraint. The remainder of this Agreement shall remain in full force and effect.


ARTICLE 24. DURATION AND TERMINATION

After ratification by both the bargaining unit and Employer's Board of Directors, this Agreement shall be effective from the date of its ratification by the bargaining unit, except as otherwise provided in the Agreement, and shall remain in full force and effect through midnight June 30, 2017, and from year to year thereafter unless either party provides written notice of a desire to reopen this Agreement for renegotiation or termination by providing written notice of such desire no less than ninety (90) calendar days prior to June 30, 2017, or to any succeeding June 30 anniversary date thereafter.

Dated this 8 day of October, 2014

OREGON NURSES ASSOCIATION

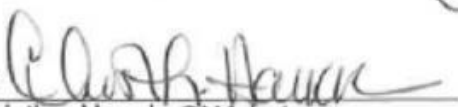
By: 
Sean Butler, RN Chairperson

By: 
Chesley Parker, RN

By: 
Lynn Moody, RN

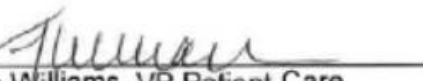
By: 
Rexanne Payne, RN

By: 
Terri McCulley, RN

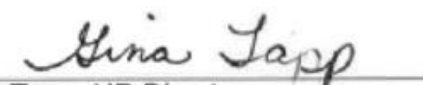
By: 
Christine Hauck, ONA Labor
Relations Representative

SAMARITAN PACIFIC HEALTH
SERVICES, INC.

By: 
David Bigelow, CEO

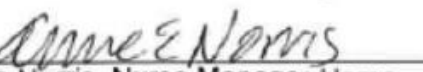
By: 
Lone Williams, VP Patient Care

By: 
Scott Russell, Labor Relations
Director

By: 
Gina Tapp, HR Director

By: 
Jessica Carver, Nurse Manager-
Med/Surg

By: 
Sarah Cole, Nurse Manager-
Women's Center

By: 
Anne Norris, Nurse Manager-Home
Health/Hospice

APPENDIX A

SPECIALTY CERTIFICATIONS

AOCN	Advanced Oncology Certified Nurse
CAPA	Certified Ambulatory, Peri-Anesthesia Nurse
CCCN	Certified Continence Care Nurse
CCRN	Critical Care RN
CEN	Certified Emergency Nurse
CFRN	Certified Flight Registered Nurse
CGRN	Certified Gastroenterology Registered Nurse
CMSRN	Certified Medical Surgical Registered Nurse
CNOR	Certified Nurse, Operating Room
COCN	Certified Ostomy Care Nurse
CPAN	Certified Post-Anesthesia Nurse
CPEN	Certified Pediatric Emergency Nurse
CPN	Certified Pediatric Nurse
CPON	Certified Pediatric Oncology Nurse
CRNI	Certified Registered Nurse Intravenous
CVN	Certified Vascular Nurse
CWCN	Certified Wound Care Nurse
CWOCN	Certified Wound, Ostomy, Continence Nurse
HNC	Holistic Nurse Certification
IBCLC	Certified Lactation Nurse
LCCE	Lamaze Certified Childbirth Educator
OCN	Oncology Certified Nurse
ONC	Orthopaedic Nurse Certificate
RNC	Maternal/Neonatal Nursing Certificate
	-INPT, MN, LRN
RN, C/BC	Ambulatory Care Nurse
	Cardiac/Vascular Nurse
	Gerontological Nurse
	Medical Surgical Nurse
	Perinatal Nurse
	Pain Management
SANE	Sexual Assault Nurse Examine

CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

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

Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Samaritan Pacific Community Hospital, July 1, 2014 through June 30, 2017.

Signature: _____

Today's Date: _____

Your Mailing Address: _____

Home Phone: _____ Work Phone: _____

Email: _____ Unit: _____

Shift: _____