

Professional Agreement

between

Oregon Nurses Association

and

**Samaritan Lebanon
Community Hospital**

July 1, 2019 - June 30, 2022

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1 **AGREEMENT**

2 This Agreement is to formalize a mutually agreed-upon and understandable working
3 relationship between Samaritan Lebanon Community Hospital and its registered
4 professional nurses entered into between the OREGON NURSES ASSOCIATION,
5 hereinafter referred to as the "Association," and SAMARITAN LEBANON
6 COMMUNITY HOSPITAL, hereinafter referred to as the "Hospital."
7

8 **ARTICLE 1. – RECOGNITION**

9 The Hospital recognizes the Association as the exclusive bargaining representative
10 for all registered nurses employed as staff nurses in the Patient Care Division, but
11 excluding nurse managers, full-time nursing supervisors, "primary" relief nursing
12 supervisors, assistant department managers, all medical group employees, and all
13 other employees.
14

15 **ARTICLE 2. – ASSOCIATION MEMBERSHIP**

- 16 A. All nurses who have become members of the Association and those who have not
17 delivered to the Association a certified letter resigning or opting out of membership
18 before the 30th day after the date this Agreement is fully ratified shall, as a condition
19 of employment, maintain membership in good standing in the Association for the
20 duration of this Agreement, except that a nurse may resign membership by sending
21 a certified letter to the Association during the month of June 2020. A member is
22 defined as a nurse who tenders the periodic dues.
23
- 24 B. All nurses hired after the effective date of this Agreement who have not delivered to
25 the Association a certified letter resigning or opting out of membership before the
26 30th day after hire shall, as a condition of employment, become and remain
27 members in good standing in the Association for the duration of this Agreement,
28 except that a nurse may resign membership by sending a certified letter to the
29 Association during the month of June 2021.
30
- 31 C. Membership dues may be deducted from the nurse's paycheck, with proper
32 authorization, on a monthly basis and remitted to the Association.

1 The Association will provide the Hospital with the appropriate forms and documents
2 for payroll deduction.

3
4 D. The Association will indemnify the Hospital and hold it harmless against any and all
5 claims, grievances, demands, suits, or other forms of liability that may arise out of or
6 by reason of action taken or not taken by the Hospital in connection with this Article.

7
8 E. The Hospital will provide to the Association monthly a list containing the names,
9 addresses, telephone numbers, and dates of hire for all nurses covered by this
10 Agreement.

11
12 F. The Hospital will provide to the Association in June and December each year a list of
13 all nurses in the bargaining unit including name, employee identification number,
14 unit, shift, address, telephone number, hire date, rate of pay and FTE.

15
16 **ARTICLE 3. – NONDISCRIMINATION**

17 A. The Hospital may not unlawfully discriminate against any nurse on account of
18 membership in or lawful activities on behalf of the Association. Similarly, the
19 Association may not unlawfully discriminate against any nurse who exercises their
20 right to refrain from union membership and/or activity.

21
22 B. The Hospital and the Association agree that each will fully comply with the
23 applicable laws and regulations regarding nondiscrimination and will not unlawfully
24 discriminate against any nurse or applicant for employment because of race, sex,
25 sexual orientation, gender identity, national origin, color, religion, marital status, age,
26 disability, family relationship, or any other form of discrimination prescribed by law.

27
28 C. Any claim of discrimination because of matters referred to in this Article that are
29 within Oregon or federal nondiscrimination regulation may be pursued through the
30 grievance procedure set forth in Article 17 only through Step IV and subsequent
31 mediation.

1 **ARTICLE 4. – MANAGEMENT RIGHTS**

2 The Hospital retains all rights, except as those rights are limited by express and
3 specific language of this Agreement. Nothing in this Agreement (for example, but not
4 limited to, the Recognition and Arbitration Articles) may be construed to impair the
5 right of the Hospital to conduct all of its business in all particulars, except as
6 expressly and specifically limited in this Agreement. Nothing in this Agreement
7 restricts the right of the Hospital to modify its policies and procedures to the extent
8 that the modifications are not inconsistent with express provisions of this Agreement.
9 Failure of the Hospital to exercise any right reserved to it, or its exercise of any such
10 right in a particular way, will not be deemed a waiver of the right or the waiver of its
11 authority to exercise any such right in some of the ways not encompassed by the
12 terms of this Agreement.

13
14 **ARTICLE 5. – ASSOCIATION RIGHTS**

- 15 A. Duly authorized representatives of the Association will be permitted at all reasonable
16 times to enter the facilities operated by the Hospital for the purpose of observing the
17 work being performed, to attend meetings, to investigate grievance concerns, and to
18 conduct legitimate Association business, provided, however, that if the Hospital
19 provides written notice of its desire to have notification, the Association's
20 representatives shall, upon arrival at the Hospital, notify the Vice President of Patient
21 Care Services, Human Resources Director, or designee of the intent to transact
22 Association business. Association business is to be conducted in an appropriate
23 location and may not interfere with the work of nurses or other employees. Any
24 employee interview, meeting, or extended conversation is to be conducted during
25 the employee's rest or lunch period. A meeting room in the Hospital will be provided,
26 space and time permitting.
- 27
- 28 B. The Professional Nurses Association of Lebanon ("PNAL") may reserve and use
29 Hospital meeting space on the same basis as other internal groups.
- 30
- 31 C. The Association will be provided designated space on the following Hospital
32 employee bulletin boards: (a) ACU nurses' break room; (b) OR nurses' break room;
33 (c) ED nurses' break room; (d) OB dressing room; (e) in a designated area in

1 Infusion Services; (f) CCU nurses' break room; (g) in a designated area in Same
2 Day Surgery clean supply room; and (h) the main bulletin board (designated by the
3 Hospital) and (i) in a designated area in Endoscopy.

4
5 D. Association/PNAL newsletters may be distributed to nurses using the Hospital's
6 internal communication system (e.g., the "cubbies" or successor communication
7 system).

8
9 E. The Hospital will notify PNAL of newly hired nurses, with the nurses' name(s),
10 address(es), and phone number(s), by providing a copy of the "welcome letter" sent
11 by the Human Resources department (which includes the scheduled time and date
12 for the nurse to attend orientation). The Hospital will provide names and unit
13 assignments of RN transfers to the PNAL BU Chairperson no later than five (5) days
14 of transfer effective date. The Association will be provided a paid thirty (30) minute
15 period during SLCH orientation to meet with newly hired nurses and transfers to
16 describe Association benefits. The local representative will be responsible to pre-
17 schedule the orientation with their manager.

18
19 F. A letter from the Hospital stating that it recognizes the Association as the collective
20 bargaining representative for bargaining unit nurses will be mailed to each newly
21 hired nurse with the "welcome letter" sent to new hires.

22
23 G. Paid Union Time: The Employer will allow one Union Representative paid Union time
24 when representing bargaining union members for management called investigatory
25 and disciplinary meetings when not on work time.

26
27 Such bulletin boards may be used for the posting of Association notices. Postings
28 must be signed and dated by the person doing the posting on behalf of the
29 Association. Postings will be limited to items relevant to the practice and profession
30 of nursing, notices of election, appointments, and the results of elections, and
31 notices of meetings, PNAL newsletters, and other Association business. A copy of
32 material posted is to be furnished to the Vice President for Patient Care Services at
33 the time of the posting. An all RN distribution list may be established for

1 communication to PNAL members. The VP of Patient Care Services and the PNAL
2 BU Chairperson only will be authorized to create and send messages to the group.
3 Such messages will be limited to items relevant to the practice and profession of
4 nursing, notices of election, appointments, and the results of elections and notices of
5 meetings, PNAL newsletters, and other Association business. A copy of the
6 message will be furnished to the VP of Patient Care Services at the time of the
7 posting.

8
9 H. ONA Contract Negotiations: If a nurse serving on the bargaining team is scheduled
10 to work on a negotiation day, they will be given mandatory absence hours.

11
12 The nurse will notify the staffing office/manager if s/he desires the day to count
13 toward on call rotation.

14 15 **ARTICLE 6. – DEFINITIONS**

16 A. Full-time Nurse. A nurse who is regularly scheduled for an average of thirty-two (32)
17 to forty (40) hours per workweek within two consecutive workweeks.

18
19 B. Part-time Nurse. A nurse who is regularly scheduled to work an average of thirty-one
20 (31) hours or less per workweek within two (2) consecutive workweeks.

21
22 C. Per Diem Nurse. A nurse who is not regularly scheduled but works at the
23 convenience of the Hospital. Per Diem nurses are obligated to work a minimum of
24 four shifts per schedule period, including two weekend shifts, if the Hospital needs
25 them. Per Diem nurses will also be scheduled by the manager to work one holiday
26 per year. Every other year the holiday assigned will be Thanksgiving, Christmas Eve
27 or Christmas Day according to departmental needs. Any exceptions to the
28 requirements noted above must be pre-approved by the manager/VP of Patient
29 Care. If a Per Diem nurse has a shift cancelled pursuant to Article 7.G, such
30 cancelled shift will count towards the minimum obligation of four shifts per schedule
31 period. Per Diem nurses will receive overtime for hours worked over forty (40) in a
32 work week. Per Diem nurses who agree to work on the same day with short notice

1 (within twenty-four (24) hours) will receive two (2) hours of pay in addition to the
2 number of hours actually worked in the shift.

3
4 D. Introductory Nurse. A newly hired nurse for the first one hundred and eighty (180)
5 days of employment with the hospital. A New Graduate Nurse or RN Intern's
6 introductory period will commence upon the completion of training or the internship
7 program and will last for three (3) months. A nurse's introductory period employment
8 may be terminated without recourse to the grievance procedure.

9
10 E. Temporary Nurse. A nurse hired to work a specific limited time, not to exceed one
11 hundred and eighty (180) days.

12
13 F. Staff Nurse. A Registered Nurse ("RN") performing regularly assigned nursing
14 duties.

15
16 G. Charge Nurse. A staff nurse who serves a leadership or resource function in the unit.

17
18 H. Preceptor Nurse. A staff nurse who has met the eligibility requirements and has
19 received the additional training to act as a preceptor. Eligibility requirements are
20 specified in the Hospital's "Preceptor Criteria/Guidelines." Nurses who act as
21 preceptors will receive feedback on their annual performance appraisal related to
22 such duties as described in the preceptor job description.

23
24 I. Resource Nurse. A staff nurse who has been assigned to work with nurse
25 supervisors, physicians, and staff as a resource to address changes in patient
26 conditions, staffing needs, staff assignments and relief. Resource nurses may work
27 variable shifts, may work in several departments during a work shift or may be
28 assigned to special projects.

29
30 J. Nursing Supervisor. A supervisory nurse who works as a house supervisor. Nursing
31 Supervisors are not to work as staff nurses during the shift they are assigned as the
32 Nursing Supervisor.

1 K. Weekend. The period from 7 p.m. Friday to 7 p.m. Sunday.

2
3 L. Overtime Pay. One and one-half times (1 ½) a nurse's "regular" hourly rate of pay as
4 calculated under the federal Fair Labor Standards Act.

5
6 M. Workday. The twenty-four (24) hours commencing when the nurse reports to work.

7
8 N. Workweek. A seven-day (7) period commencing at 12:01 a.m. Monday and ending
9 at 12 midnight the following Sunday.

10
11 **ARTICLE 7. – HOURS OF WORK**

12 Shifts of Work. Normal shifts are eight (8) hours, ten (10) hours, or twelve (12)
13 hours, depending on a nurse's regular schedule. There will be a thirty (30)-minute
14 unpaid meal period near the middle of the shift as possible. For ten (10) or twelve
15 (12) hour shifts, the meal may be taken any time up to and completed by the end of
16 the seventh (7th) hour of work. Nurses are responsible for notifying their supervisors
17 if they believe they will not be able to take a meal break, and they will jointly arrange
18 a reasonable meal period. There will be fifteen (15)-minute rest breaks provided as
19 required by Bureau of Labor and Industries (BOLI) Supervisors and nurses shall be
20 jointly responsible for making equitable arrangements for meal and rest breaks while
21 meeting patient care responsibilities. Nurses may combine breaks with
22 supervisor/manager approval.

23
24 A. On-call during meal periods: Those nurses who are designated by management to
25 be on call during such nurses' thirty (30)-minute meal period may be paid at the
26 Census on-call rate for such thirty (30)-minute meal period. It is the nurse's
27 responsibility to enter on-call time into the electronic timekeeping system. If such a
28 nurse is called to work during such nurse's thirty (30)-minute meal period, the nurse
29 will be paid at the rate of time and one-half the nurse's regular rate of pay for the
30 missed thirty (30)-minute meal period.

1 B. Overtime. Overtime pay at time and one-half (1 ½) the regular rate of pay will be
2 paid for:

3 1. Time worked over a nurse's regularly scheduled shift of eight (8), ten (10), or
4 twelve (12) hours in the workday.

5
6 2. Time worked over forty (40)-hours in a workweek or over eight (8)-hours in a
7 workday and/or eighty (80)-hours in two (2) consecutive workweeks. Overtime
8 will not be pyramided. Each hour of overtime will be paid for only once. There is
9 to be no scheduling of mandatory overtime. The parties recognize each nurse's
10 professional and licensing obligation not to abandon patients. Therefore, the
11 nurse may be required to work overtime only on those rare occasions when
12 necessary so as not to leave patients abandoned. [Refer to Article 7.H for
13 additional information.]
14

15 C. Census On-call. Census On-call is defined as time a nurse is required to be
16 available to work outside of regularly scheduled shifts or during periods of temporary
17 staff reductions for low census. Census On-call rates are specified in Appendix A. If
18 a nurse is Census on-call, the hospital shall contact the nurse at all telephone
19 numbers provided, including cellular telephone numbers. Scheduled Census on call
20 is optional for nurses in the CCU, ED, ACU, Infusion Services, IV Therapy and GBC.

21 1. Callback. Callback is defined as time called back from on-call. Callback will be
22 paid at the rate of time and one-half the regular rate of pay for all hours worked
23 when called back plus applicable differentials. If a nurse is called back to work
24 the minimum pay for call back is three (3.0) hours. In addition, on-call pay will
25 continue during periods of callback. Call back hours paid may not exceed the
26 number of hours scheduled on call. Call back shall not be paid in combination
27 with regular pay for the same hours worked.
28

29 D. Temporary Staff Reductions for Low Census/Mandatory Absence (MA). Any nurse is
30 subject to shift cancellation before reporting to work. The hospital will make
31 reasonable efforts to notify nurses of shift cancellations at least two (2) hours in
32 advance of the scheduled shift, assuming there are no sick calls received after two
33 (2) hours prior to the shift start time. Failure to do so will result in the nurse having

1 the option to either report to work for four (4) hours and be assigned to any work
2 available or remain home without pay. If patient-care needs can be met, however,
3 the Hospital will cancel shifts in the following order:

- 4 1. Agency nurses.
- 5
- 6 2. Travel nurses, if possible (if possible, means travel nurses that can be called off
7 according to contract will be placed on call or cancelled for the shift before
8 Hospital staff, up to their allowed number of call offs per contract.).
- 9
- 10 3. Volunteers working overtime.
- 11
- 12 4. Nurses working overtime.
- 13
- 14 5. Volunteers working a regular shift by rotation.
- 15
- 16 6. SLCH Per Diem nurses.
- 17
- 18 7. Nurses working a regularly scheduled shift by rotation (nurses working as a
19 preceptor with a student may be placed in rotation provided there is another
20 available preceptor to which the student may be assigned.).

21
22 When the Hospital determines that unit staffing requirements permit it to offer the
23 nurse a choice, the nurse will be given the choice of having the shift cancelled or
24 being on-call.

25
26 A nurse holding an FTE will not be canceled more than twenty-four (24) hours per
27 schedule period; not including hours when the nurse volunteers or extra hours.
28 If after the above cancellations have been made and the Hospital determines fewer
29 staff are needed after the shift has begun, the Hospital will send home nurses who
30 have already reported to work, in the following order:

- 31 1. Agency nurses
- 32
- 33 2. Travel nurses if possible

1 3. Volunteers working overtime

2
3 4. Nurses working overtime

4
5 5. Volunteers working a regularly scheduled shift by rotation

6
7 6. Per Diem nurses

8 a) Nurses working a regularly scheduled shift by rotation (nurses working as a
9 preceptor with a student may be placed in rotation provided there is another
10 available preceptor to which the student may be assigned.)

11
12 A nurse will be sent home after reporting to work only after working four (4) hours: If
13 a regularly scheduled nurse is sent home and agrees to be on call for their unit for
14 the remainder of the shift, the nurse may do so. If the nurse is called back from
15 being on call, any time worked will be paid at time and one-half the regular rate of
16 pay. No nurse will lose any benefits as a result of staying home from a regularly
17 scheduled straight time shift at the request of the Hospital.

18
19 Census On-call/Mandatory Absence rotation: A nurse's last on-call date will be
20 assigned when placed on-call for more than half of their regularly scheduled or
21 extra-shift.

22
23 E. Weekend. Nurses are to receive at least every other weekend off unless a nurse and
24 the Hospital agree to a different schedule. Nurses who agree to work on weekends
25 normally scheduled off will receive time and one-half their regular rate of pay plus
26 twenty dollars (\$20) per hour premium for all hours worked on the extra weekend
27 except for trades arranged by nurses for their convenience. Such trades must be
28 approved by the manager prior to the weekend.

29
30 F. Work Schedules. Work schedules of two (2) to three (3) pay periods duration will be
31 posted no less than four (4) weeks in advance of the first day of the identified work
32 periods. Requests for time off are to be submitted through the PTO request process
33 in the electronic scheduling program according to the instructions.

1 After the schedule is posted, changes may be made only with mutual agreement of
2 the manager/Nursing Supervisor and the nurse.

3
4 G. Extra Hours. Extra hours will be made available when the schedule is posted and
5 will be offered to all nurses. Nurses who are interested in consistently volunteering
6 for extra hours should make their availability known to the Staffing Office.

7
8 Nurses will receive a premium of time and one half for extra hours worked above
9 0.8 FTE. Premium pay for extra hours will not be paid if a nurse is working as the
10 result of a schedule change arranged for the convenience of the nurse. Such
11 schedule changes must be approved by the manager prior to the change. Eligibility
12 for extra shift premium shall not include hours on call or called back (OR, PACU, or
13 ENDO), sick leave, or paid educational leave. Once a nurse agrees to work an extra
14 shift, the nurse is committed to those hours.

15
16 H. Rotation of Shifts. There will be no rotation of shifts for regularly scheduled nurses,
17 except during orientation.

18
19 I. Floating. A nurse will not be required to float to a unit for which the nurse is not
20 qualified. A nurse will be deemed to be qualified if the nurse has the skill and training
21 to maintain the quality of nursing care in that unit and to provide the appropriate care
22 needed. A nurse will be considered qualified if the nurse has previously oriented to
23 the unit and has worked in the unit within the past three months, except in instances
24 of major changes to Nursing Procedures, equipment, or types of patients since
25 orientation to the unit. If a nurse feels unqualified for a specific assignment, the
26 nurse should indicate in writing the reasons why and give them, at the time of the
27 request, to the appropriate manager or Nursing Supervisor. In the event of a
28 disagreement in the qualifications for a specific assignment, such a dispute is
29 subject to resolution through the grievance procedure commencing at Step II.
30 Although the nurse may be required to float to the unit on the shift in question, after
31 the filing of the grievance the nurse will not be required to float to the designated unit
32 again, unless the nurse either receives orientation to the unit or does not prevail with
33 the grievance.

1 **ARTICLE 8. – LABOR MANAGEMENT COOPERATION COMMITTEE**

2 A. The Hospital and Association will participate in a joint Labor Management
3 Cooperation Committee ("LMCC"). The goal and purpose of the LMCC shall be to
4 foster a more positive and collaborative relationship between the parties leading to
5 fewer grievances, more expeditious contract negotiations and the ability to resolve
6 issues which arise during the term of the collective bargaining agreement based on
7 mutual respect and the acknowledgment of each party's legitimate organizational
8 interests.

9
10 B. The LMCC shall be composed of eight (8) members, four (4) from the Association,
11 and four (4) from the Hospital who, by virtue of their positions within their respective
12 organizations possess the authority to make decisions on behalf of their
13 constituents. The Association members shall be the ONA Labor Representative and
14 three (3) nurses elected or selected from the Bargaining Unit Leadership, preferably
15 having had contract negotiation experience. All members shall be compensated for
16 time spent in LMCC meetings or working on jointly approved LMCC projects.

17
18 C. Initially the parties agree to the following:

- 19 1. A commitment to the exchange of information including current financials.
20
- 21 2. A commitment to make every reasonable effort to solve problems as they
22 become evident.
23
- 24 3. To meet quarterly. LMCC will be canceled if no agenda items are presented two
25 (2) weeks ahead of the meeting. Meetings may be canceled and/or rescheduled
26 by mutual agreement.
27
- 28 4. To furnish written records of LMCC discussions to the RN Bargaining Unit and
29 Nursing Managers.

1 **ARTICLE 9. – HOLIDAYS**

2 A. The following holidays will be recognized and compensated:

- 3 1. New Year's Day 5. Labor Day
4 2. Easter Sunday 6. Thanksgiving Day
5 3. Memorial Day 7. Christmas Eve
6 4. Independence Day 8. Christmas Day

7
8 B. Nurses who work any of the holidays above will be paid time and one-half (1½) the
9 regular rate of pay for majority of hours worked on the holiday.

10
11 C. Holiday assignments will be distributed fair and equitably by rotation. Nurses are
12 expected to work their assigned holidays unless a nurse trades their holiday for
13 another nurse's holiday in the same year.

14
15 All Departments except Surgical Services:

16 In departments that reduce staff on holidays, nurses will have the option to pick up
17 another shift at straight time during the same work week or choose to use PTO or
18 take the time as non-paid. The nurse must notify the Scheduling Office at least six
19 (6) weeks in advance which option they will select. In departments that require full
20 staff, nurses who are not working their regularly scheduled shift because of the
21 holiday rotation will be assigned another shift in the same work week to meet their
22 FTE.

23
24 D. Nurses who work an extra shift above their FTE for each recognized Holiday will be
25 paid two (2) times the straight time rate of pay so long as the holiday is not a result
26 of trades but rather at the need of the hospital. If the holiday falls on a weekend the
27 nurse will be paid two (2) times the straight rate of pay plus twenty dollars (\$20) per
28 hour.

29
30 E. Nurses who are on-call on recognized holidays will receive time and one-half (1½)
31 plus twenty-dollars (\$20) per hour for all hours called back.

1 **ARTICLE 10. – PAID TIME OFF**

- 2 A. Definition. Paid time off ("PTO") is defined as time earned for paid leave that can be
3 used by nurses holding an FTE to meet their personal needs for paid time off work.
4 PTO is in lieu of vacation, holidays, and sick leave. Those nurses who still have
5 accumulated sick leave will retain it and may use it for absences due to illness or
6 injury.
7
- 8 B. Accrual. PTO shall accrue from date of hire and may be used after ninety (90) days
9 of employment at the applicable rates set forth below.
10

11 **NURSE HIRED ON OR BEFORE SEPTEMBER 24, 2013 – ACCRUAL RATE**

Month of Service	Accrual Rates
1st through 48 th	.1077 hours per compensable hour
49 th through 108 th	.1269 hours per compensable hour
109 th and each month of service thereafter	.1462 hours per compensable hour

12 **NURSES HIRED AFTER SEPTEMBER 24, 2013 – ACCRUAL RATE**

Month of Service	Accrual Rates
1st through 48 th	.09615 hours per compensable hour
49 th through 108 th	.11538 hours per compensable hour
109 th and each month of service thereafter	.13461 hours per compensable hour

13 PTO will accrue on all hours paid to the nurse (except on-call hours) or the hours
14 scheduled but not worked by a nurse because of low census days or holiday
15 department closure, according to the immediately preceding schedule.
16

- 17 C. PTO Use. PTO may be taken after ninety (90) days of employment.

1 Optional PTO Use: Nurses may have the option of taking a day off without pay
2 instead of using PTO under the following conditions:

- 3 1. Low census day
- 4
- 5 2. Holiday department closure or staff reduction
- 6
- 7 3. Military Leave
- 8
- 9 4. ONA contract negotiations
- 10

11 D. Cashing Out. Nurses may cash out PTO in accordance with the terms of the
12 Hospital's policy applicable to the majority of unrepresented employees, as it is
13 currently in effect and as may be changed from time to time.

14

15 E. Carrying Over. Nurses are required to take a minimum of two (2) weeks' time off
16 using PTO each calendar year. PTO hours may carry over from one year to the next,
17 however, when a nurse reaches an accrual level of five hundred fifty (550) hours, all
18 further accruals will be cashed out in each paycheck as accrued.

19

20 F. Illness or Emergency. Ill calls or emergency-need calls should be made as early as
21 possible, but not less than two and one-half (2½) hours before a nurse's shift begins.

22

23 G. Scheduled Use. The nurse must have sufficient accrued PTO to actually request
24 time off. Scheduled PTO may be rescinded at any point if sufficient PTO cannot be
25 accrued to cover the requested absence. Once scheduled, the hospital may not
26 rescind PTO if sufficient PTO accrual exists to cover the requested time off. A nurse
27 may request PTO at least six (6) weeks but not more than twelve (12) months prior
28 to the first day of the PTO requested.

29

30 Requests for PTO shall be considered on a first-come-first-served basis. If two (2) or
31 more requests are submitted on the same date for the same time off and granting
32 both of them would result in a critical staffing shortage, the senior nurse will be given

1 the time off. The staff nurse shall be notified of approval within two (2) weeks of the
2 submission of a request.

3
4 PTO which occurs during the pay periods(s) containing Spring Break, Thanksgiving,
5 Christmas, and New Year's will be arranged according to departmental staffing
6 practice. Requests for these time periods will be granted by the manager on a
7 rotational basis. Nurses will be notified no later than ten (10) weeks prior to the
8 above-mentioned holidays.

9
10 PTO request for the period of time from the beginning of Memorial Day weekend
11 through the end of Labor Day weekend will be limited to one block of two (2) weeks,
12 so all nurses may enjoy a part of the summer months off. Requests for longer
13 periods of times may be granted by the manager on a rotational basis.

14
15 PTO requests above established unit quotas, or in the immediate six (6) weeks
16 following the date the request off is submitted, may be accomplished by "shift
17 swaps" that do not result in overtime.

18
19 Nurses and department managers will work together in the scheduling of time off to
20 ensure adequate staffing to meet the needs of patient care. The nurse will be
21 required to arrange coverage for those scheduled shifts for which the nurse has
22 requested PTO in the immediate six (6) weeks following the date the request off is
23 submitted. Assistance in arranging such coverage may be requested from the
24 manager or staffing office.

25
26 A nurse may ask to rescind scheduled PTO prior to the date when the schedule
27 covering such time off is posted. After schedule is posted, such a request for
28 rescission may be granted if the department manager consents.

29
30 PTO Usage during Leave of Absence.

31 PTO must be taken in conjunction with a leave (e.g. FMLA/OFLA), but no nurse will
32 be required to reduce their PTO bank below the two-week level. To maintain benefits

1 during a personal unpaid leave of absence, PTO equal to the employee's assigned
2 FTE must be used and may reduce or exhaust the two-week bank.

3
4 H. Records of Accruals. PTO accruals will be noted on the paycheck stub.

5
6 I. Payment Upon Termination. PTO will be paid out to the nurse at termination
7 provided that (1.) the nurse has completed the introductory period; and (2.) in the
8 case of resignation, the nurse must have provided at least fourteen (14) calendar
9 days' notice to the Hospital. PTO may not be used for the notice period, unless the
10 resignation is the result of a bona fide family medical emergency.

11
12 J. Computation of Payment. PTO pay will be computed on the nurse's hourly rate of
13 pay at the time it is taken, including shift differential.

14 15 **ARTICLE 11. – LEAVES OF ABSENCE**

16 A. Court Appearances.

17 1. Jury Duty

18 All employees may attend jury duty in accordance with their legal obligations to
19 do so. Employees will be granted a leave of absence for this purpose provided
20 that they give SHS reasonable advance notice of their obligation to serve. It is
21 the employee's responsibility to notify their manager upon receipt of the juror's
22 summons and provide a copy to the staffing office.

23 a) Benefits will be payable to employees for the time spent on jury duty only
24 under the circumstances described below:

25
26 In the event that an eligible employee cannot rearrange their working schedule to
27 avoid a conflict, they will be paid their regular daily rate for each scheduled full
28 day missed due to jury duty. Any of the jury duty pay (other than travel expenses)
29 received by the employee from other sources should be submitted to a hospital
30 cashier or Regional Business Office (RBO) Representative.

31
32 b) Work Attendance. Evidence of jury duty attendance must be presented to
33 SHS. The employee should continue to report for work on those days or parts

1 of days when excused from jury duty or when jury duty does not conflict with
2 their schedule.

3
4 c) Return to Work. It is the employee's responsibility to report for employment at
5 the end of an approved leave. Failure to do so may be considered a voluntary
6 termination.

7
8 d) Status of the Employee Benefits While on Jury Duty Leave. All employee
9 benefits the employee is enrolled in will continue while the employee is on
10 jury duty leave. However, the employee will be required to continue payment
11 of any required contributions for insured benefits and retirement benefits
12 during the jury duty leave if they want to keep them in effect.

13 14 2. Witness Duty

15 An employee who is required by law to appear in court as a witness may take
16 unpaid time off for such purpose provided, they provide SHS with reasonable
17 advance notice. If the employee is testifying on behalf of SHS, the day(s) in court
18 will be paid.

19 20 B. Bereavement Leave.

21 In the event of a death of an immediate family member of a full or part-time
22 employee, they will be allowed up to three (3) normally scheduled working days off
23 with pay following the death to arrange for and/or attend the funeral. "Immediate
24 family" is defined as mother, father, sister, brother, grandparents, and grandchildren
25 including any step or in-law relationships. Employees will be granted up to five (5)
26 normally scheduled working days off with pay following the death of a spouse,
27 significant other living as an integral member of the household, child, including
28 adopted, foster, step or in-law children.

29 30 C. OFLA Bereavement Leave.

31 Under OFLA an eligible employee may take up to two (2) weeks off to; attend the
32 funeral or alternative to the funeral, make arrangements necessitated by the death of
33 a family member, or grieve the death of a family member. Family member is defined

1 as "spouse, parent, biological, adopted or foster child, parent-in-law, same-sex
2 domestic partner, grandparent and grandchild." If the employee experiences the
3 death of more than one family member in a year, the employee may take up to two
4 (2) weeks for each death. The leave does not need to be taken in concurrent two-
5 week periods.

6
7 Bereavement leave counts towards the twelve (12) weeks of total leave permitted
8 under OFLA. It does not add additional leave.

9
10 Employees are required to use PTO equal to their normally scheduled hours. If PTO
11 is unavailable the leave will be unpaid.

12
13 OFLA Bereavement Leave must be completed within sixty (60) days of the date on
14 which the employee receives notice of the death of a family member.

15
16 D. Personal Unpaid Leave. A personal leave without pay may be granted per the SHS
17 Employee Time Off policy. Personal unpaid leave will only be granted if operational
18 needs can accommodate the absence. If a personal unpaid leave is denied, the
19 nurse may request the reason for the denial and the reason will be given within
20 seven (7) days. If the nurse fails to appear for work after the end of the leave, they
21 will be considered to have voluntarily terminated employment.

22
23 E. Military Leave. Military leaves will be granted in accordance with federal law.

24
25 F. Protected Leaves of Absence. The Hospital will provide protected leave as required
26 by law. Requests for a medical leave of absence outside of FMLA/OFLA shall be
27 administered per the SHS Disability Accommodation Process-Americans with
28 Disabilities Act policy.

29
30 G. Workers' Compensation. Medical leaves for compensable injuries will be granted in
31 accordance with applicable law. The Hospital will maintain the nurse's coverage
32 under its group health plan on the same conditions under which coverage would
33 have been provided if the nurse had been continuously employed during the period

1 of absence due to workers' compensation, which also qualifies for family medical
2 leave.

3
4 **ARTICLE 12. – PROFESSIONAL DEVELOPMENT**

5 A. Orientation. A nurse will receive an appropriate orientation to the Hospital and to the
6 nursing unit assigned. The orientation will be based on the experience,
7 qualifications, and expressed needs of the nurse and must be concluded before the
8 nurse is counted in the core staffing complement of the unit. A nurse on orientation
9 will not be scheduled consecutive weekends. When a nurse is assigned patients
10 without a preceptor, they will be eligible for overtime or extra weekend premium for
11 extra shifts worked at the need of the hospital.

12
13 B. In Services. The Hospital shall attempt to provide necessary in services for all three
14 shifts.

15
16 C. Continuing Education Fund. The Hospital will provide a pool of money in the amount
17 of forty thousand (\$40,000) effective January 1, 2020 to be used to pay expenses for
18 registration fees or portions thereof related to educational leave to attend courses
19 directly related to nursing. Educational dollars that are not used in each contract
20 year will not be carried over.

21
22 D. Continuing Education Days/Online learning hours. Each nurse is entitled to take up
23 to forty (40) hours for continuing education per year as arranged with the department
24 scheduler, paid at their regular rate of pay. These forty (40) hours are in addition to
25 the days the nurse spends acquiring required certifications, which days will also be
26 paid at their regular rate of pay. One hour of paid education leave will be granted for
27 each CEU hour successfully completed and documented. Such time may not be
28 paid in combination with regular work time so as to require any daily overtime
29 payment.

30
31 E. Tuition Reimbursement. The Hospital will provide tuition reimbursement, in
32 accordance with hospital policy.

1 F. Voluntary Specialty Nursing Non-Required Certification. The Hospital will pay the
2 examination fee for un-required voluntary specialty nursing certifications, listed in
3 Appendix A and approved by the manager. Upon a nurse's initial receipt of such a
4 non-required nationally recognized specialty nursing certification, the Hospital will
5 pay the nurse a \$250 bonus. The nurse will begin to receive the certification
6 differential once verification of passing the examination has been received by
7 Human Resources. If a nurse does not achieve the certification, the nurse will re-pay
8 the hospital for the examination fee. Expenses associated with recertification may be
9 submitted to the PNCC for reimbursement.

10
11 G. Required National Specialty Nursing Certification. The Hospital will pay a nurse for
12 up to sixteen (16) hours spent in taking a preparatory study class and taking the
13 certification exam for the first time for any national specialty nursing certification
14 listed in Appendix A which is required by the Hospital. The Hospital will pay the
15 necessary fee for the prep class and certification examination prior to the
16 examination date. If a nurse chooses to pay the fee, s/he will be reimbursed upon
17 request. Such certification will not result in the payment of the bonus described
18 above, but the nurse shall receive the certification differential once verification of
19 passing the examination has been received by Human Resources. The Hospital will
20 pay for the cost of recertification so long as prior approval is granted by the manager
21 or VP of Patient Care Services. Other expenses associated with recertification may
22 be submitted to the PNCC for reimbursement. If a nurse does not achieve their
23 certification, the nurse will re-pay the hospital.

24
25 H. Required Certification. (Non-National Specialty Nursing, Example include TNCC,
26 ACLS, PALS, STABLE, NRP, TEAM, ENPC, Chemo/Bio-ONS). The Hospital will
27 pay for the examination fee and a determined amount of time to take the certification
28 examination for initial certification and recertification. Such certification shall not
29 result in the payment of the bonus or differential.

30
31 I. Mandatory SHS education must be done either online or at any SHS facility. If a
32 nurse chooses to complete an SHS offered mandatory competency outside SHS,
33 PNCC monies will apply, e.g. ACLS or PALS. Payment for hours will be equivalent

1 to the time paid for Samaritan Professional Development classes. Nurses must use
2 the time and attendance process to account for all time spent in education. Nurses
3 who attend a required SHS course on a regularly scheduled workday where the
4 class hours are less than the nurse's scheduled work hours the nurse may use PTO
5 or take the remaining hours unpaid. (e.g. – a twelve-hour (12) nurse who attends an
6 eight (8) hour course would not be required to use PTO for the remaining four (4)
7 hours.)

8
9 **ARTICLE 13. – PROFESSIONAL NURSING CARE COMMITTEE**

10 A. Recognition. A Professional Nursing Care Committee is to be established at the
11 Hospital.

12
13 B. Responsibility. The Hospital recognizes the responsibility of the Committee to
14 recommend measures objectively for improvement of patient care, will duly consider
15 such recommendations when submitted in writing, and will respond to the
16 Committee in writing.

17
18 C. Objectives. The objectives of the Committee are: To constructively consider the
19 practice of nurses.

20 1. To work constructively for the improvement of patient care and nursing practice.

21
22 2. To recommend to the Hospital ways and means to improve patient care.

23
24 3. To be responsible for equitable distribution of budgeted continuing education
25 funds in a manner consistent with the Hospital staffing needs.

26
27 4. To exclude from any discussion grievances under or any matters involving the
28 interpretation of this Agreement.

29
30 D. Composition. The Committee is to be composed of up to five (5) nurses employed at
31 the Hospital and covered by this Agreement. The Committee members are to be
32 elected by the nurse staff at the Hospital and be representative of clinical areas and
33 shifts.

1 E. Frequency of Meetings. The Committee shall schedule regular meetings. Each
2 Committee member will be entitled to up to two (2) paid hours per month at the
3 nurse's regular straight-time rate for the purpose of attending Committee meetings or
4 performing PNCC related duties. The meetings will be scheduled so as not to
5 conflict with the Hospital operations. The Committee shall prepare an agenda and
6 keep minutes of all meetings, copies of which are to be provided to the Bargaining
7 Unit Leadership and the Vice President of Patient Care Services. The Committee
8 agenda and minutes are to be posted in the nursing units on those bulletin boards
9 designated by the Hospital for the posting of minutes of similar meetings.

10
11 F. Special Meetings. The Hospital may request special meetings with the Committee,
12 but those meetings are not to take the place of the regularly scheduled meetings of
13 the Committee. If the Hospital requests that the Committee undertake a special
14 project or projects, the Hospital will do so, in writing, and specify the amount of time
15 to be paid for such project(s). The Committee may then determine whether to
16 undertake such special projects.

17
18 G. Nurse Staffing Discussions. The Committee may request meetings with the
19 administration to discuss nursing staffing problems. The Committee may make
20 written recommendations to the Vice President of Patient Care Services, who will
21 give them due consideration and respond in writing to the Committee.

22 23 **ARTICLE 14. – SENIORITY**

24 A. Accrual. Seniority is length of continuous service with the Hospital as a nurse within
25 the bargaining unit from date of hire for full- and part-time nurses. Should two (2) or
26 more nurses be hired on the same date the following procedure will break the tie:

- 27 1. Seniority within the Department.
- 28
- 29 2. Hospital wide Seniority
- 30
- 31 3. Seniority within Samaritan Health Services
- 32
- 33 4. Date of original Oregon RN licensure.

1 5. Lowest Oregon RN license number.

2
3 Per Diem: Nurses who take a per diem position will accrue one (1) year of seniority
4 for every three (3) years worked as per diem. Seniority from working full-time or part-
5 time will be retained. Seniority will only be used in awarding positions.

6
7 A bargaining-unit employee who leaves or has left a position within the bargaining
8 unit, but who remains continuously employed with the Hospital / SHS Corporate (i.e.
9 Clinical Informatics), will not lose their previously accrued seniority upon return to the
10 bargaining unit. In such instances the employee will not accrue seniority during the
11 period of Hospital employment outside the bargaining unit.

12
13 B. Loss of Seniority. A nurse will lose all seniority rights for any one or more of the
14 following reasons:

- 15 1. Voluntary resignation, unless reemployed within three months.
- 16
- 17 2. Discharge for just cause.
- 18
- 19 3. Failure to return to work within three days after being recalled by certified mail,
20 return receipt requested, unless due to actual illness or accident.
- 21
- 22 4. Layoff for more than 180 consecutive days.
- 23

24 C. Posting of Vacancies. Notices of vacancies and new positions will be posted in the
25 application software program and will remain on-line for seven (7) calendar days.
26 Each notice will show the position, shift, unit and whether the position is full or part
27 time. Qualifications, experience, and certifications required may be viewed in the
28 position description. A nurse who is interested in applying for any posted vacancy or
29 new position shall make application on-line through the application software program
30 to the Hospital within the above posting period. All applicants who meet the posted
31 qualifications will be offered an interview. Each applicant will receive a written
32 response, upon request, advising them of selection for the position or reason for
33 non-selection.

1 D. Selection of Applicant(s). Positions will be awarded according to skills and abilities.

2 The Hospital shall judge skills and ability, but such judgment may not be arbitrarily or
3 capriciously exercised. Provided that each nurse under consideration meets the
4 posted qualifications and has equivalent skills, ability and performance, positions will
5 be awarded by seniority in the following order:

6 1. Shift in department

7
8 2. Department

9
10 3. Current SLCH RN

11
12 4. SHS RN

13
14 5. Outside applicants

15
16 E. Seniority Lists. Seniority lists will be maintained by the Hospital and sent, upon
17 request, to the Association for review semiannually.

18
19 F. Long-Term Layoff. (Nurses holding an FTE) In case of a layoff that the Hospital
20 expects to last for two weeks or more or in the event of a permanent closure, the
21 Hospital will first offer nurses in the unit on the shift involved, where the layoff will
22 occur, the opportunity to take voluntary time off. If it is determined that this voluntary
23 procedure is not satisfactory:

24 1. Nurses in the unit on the shift involved will be laid off in the reverse order of
25 seniority, provided that the remaining nurses currently possess the necessary
26 competency to perform the work to be done. The nurses to be laid off under the
27 preceding sentence may go on layoff or, if such a nurse has greater seniority
28 than other nurses on the unit, may request to replace the most junior nurse on
29 the same unit. When such a request is made, it will be granted and the most
30 junior nurse on the unit will be laid off, provided that the remaining nurses on the
31 unit and on the shift currently possess the necessary competency to perform the
32 work to be done.

1 2. In the event of a layoff under paragraph 1 above, a laid-off nurse may request to
2 replace the most junior nurse in the Hospital, provided that the laid-off nurse has
3 greater seniority than the other nurse and has the necessary skills to perform the
4 work to be done. In such circumstances, the replaced nurse will be laid off.

5
6 3. Nurses will be recalled from layoff in the order of seniority, provided that they
7 have the necessary skills to perform the work to be done. A nurse who has
8 replaced another nurse under paragraph 1 or 2 above will be deemed to be on
9 layoff for purposes of recall rights. If a laid-off nurse is recalled to a shift different
10 from the nurse's assigned shift at the time of the layoff, the nurse may refuse the
11 recall, which will waive their recall rights for that assignment, but the nurse may
12 not refuse more than two such recalls during the layoff. When such waivers
13 occur, the nurse's original layoff will continue.

14
15 G. Department/Unit Restructure.

16 1. A department or unit restructure is defined as the merger of two (2) or more units
17 into a single unit or a restructuring of an existing department or unit due to
18 business need.

19
20 2. In the event of a department or unit restructure, the Hospital will give the
21 employees and the association a twenty-one (21) day notice.

22
23 3. Nurses will be given a seniority list of all current nurses in the department.
24 Nurses will have ten (10) days to challenge the seniority date with Human
25 Resources.

26
27 4. Process:

28 a) The Hospital will determine the number of full-time and part-time FTEs by
29 shift and skill mix required for the new or restructured department or unit.

30
31 b) A list of the positions and work schedules in the new/restructured
32 department or unit, including any qualification requirements, will be posted
33 in the department or unit for at least ten (10) days.

- 1 c) By the end of the posting period, each employee will submit to the
2 Hospital a written list which identifies and ranks the employee's
3 preferences for all available positions (first to last).
4
5 d) Based upon these preference lists, the Hospital will assign employees to
6 positions in the new/restructured department or unit based on skill mix and
7 seniority. A representative from the Association may be present when the
8 selection process takes place.
9
10 e) The Hospital will let the nurses know of their selection within twenty-four
11 (24) hours of the selection process.
12
13 f) The Hospital will follow the scheduling posting requirements as outlined in
14 Article 7.G for implementation of the new schedule but will not be any
15 sooner than six (6) weeks following the awarding of positions.
16

17 5. If an employee does not have a position after the process outlined in #4 above,
18 refer to section 14.F.2.
19

20 **ARTICLE 15. – EMPLOYMENT STATUS**

- 21 A. The Hospital has the right to hire, promote, and transfer nurses, except as
22 specifically limited by this Agreement. The Hospital has the right to discipline,
23 suspend, or discharge nurses for just cause. The Hospital shall notify the
24 Association within 24 hours of any suspension or discharge of a nurse.
25
26 B. Nurses will be advised that they may have a representative accompany them to any
27 meeting with nurse managers that they reasonably believe may result in disciplinary
28 action. The hospital and nurse will agree within 24 hours of a mutually acceptable
29 date and time for the meeting. Such a meeting is not to be unreasonably delayed by
30 the exercise of this right. Nurses will receive copies of any material of an evaluative
31 or disciplinary nature to be placed in the supervisory or personnel files and will have
32 the opportunity to attach a response to it.

1 C. All nurses shall make every effort to give at least fourteen (14) calendar days' notice
2 of intention to terminate employment with the Hospital. A nurse may request and will
3 be granted an exit interview, if desired. To be eligible for all accrued PTO, the nurse
4 shall give not less than fourteen (14) calendar days' notice of intended resignation,
5 but the Hospital will reasonably consider emergency circumstances which affect the
6 nurse's ability to give the requisite notice.

7
8 D. Any nurse, other than a probationary nurse who thinks they have been suspended,
9 disciplined, or discharged without just cause may present a grievance for
10 consideration under the grievance procedure.

11
12 E. Verbal and written corrective actions shall not be considered in future progressive
13 discipline after a period of seven (7) years unless there has been another corrective
14 action, or the nurse exhibits the same behavior, performance or practice again. Final
15 Written corrective action will not be subject to this language.

16
17 **ARTICLE 16. – NO STRIKE, NO LOCKOUT**

18 The parties agree that the services performed by nurses covered by this Agreement
19 are essential to the public health, safety, and welfare. The Hospital therefore agrees
20 that during the term of this Agreement it will not cause or permit any lockout of
21 nurses from their work. Neither the Association nor any nurse will engage in any
22 strike, stoppage of work, slowdown, picketing, sympathy strike, refusal to cross any
23 picket line set up at the Hospital's premises, or any other actual or attempted
24 interruption of work. Any such conduct will be deemed a violation of this Agreement,
25 and any individual or groups of individuals engaged in such activities will be subject
26 to disciplinary action up to and including discharge. Any nurse charged with a
27 violation of this provision will be afforded, prior to disciplinary action being taken, an
28 opportunity to refute such a charge or present mitigating circumstances to the
29 Hospital.

1 **ARTICLE 17. – GRIEVANCE PROCEDURE**

2 A. A grievance is a dispute between the Hospital and the Association concerning the
3 meaning, application, and/or interpretation of this Agreement. Grievances that arise
4 between the parties are to be handled in accordance with the procedures of this
5 Article, but it is the express intent of the parties that grievances be adjusted
6 informally whenever possible and at the first level of supervision. This Article
7 supersedes any other grievance and/or dispute-resolution procedure available to
8 Hospital employees. The time limits contained in this procedure may be extended by
9 mutual agreement of the Hospital and the Association. Grievances may be, by
10 mutual consent of the parties, referred back for further consideration or discussion to
11 a prior step or advanced to a higher step of the grievance procedure.

12
13 B. Dismissal grievance must be filed in writing within the first fourteen (14) days
14 following the dismissal and shall be initially filed with the VP of Patient Care Services
15 or designee.

16
17 C. The following four steps constitute the grievance procedure:

18
19 STEP I. If the nurse has a grievance that has not been settled informally, the nurse
20 shall prepare and submit a written and signed grievance, using the Association
21 grievance form, to their nurse manager within fifteen (15) days after the occurrence
22 out of which it arises, or from the date the nurse reasonably should have been aware
23 of the event(s) constituting the grievance. The written grievance is to set forth the
24 nurse's understanding of the dispute, the names of the nurse(s) affected, the
25 provision(s) of the Agreement alleged to have been violated, and the relief or
26 remedy requested.

27
28 If a nurse incurs a discipline within three (3) calendar days prior to taking PTO or
29 leave of absence, the deadline for filing a grievance based upon that discipline shall
30 be extended by the number of PTO or leave days taken by the nurse. For purposes
31 of this paragraph, “discipline” includes verbal and written warnings.

1 The nurse manager shall meet with the grievant and, at the grievant's option, with a
2 representative of the Association within fourteen (14) days of the filing of the
3 grievance. Together, they shall try to resolve the grievance. The nurse manager
4 shall give a written decision to the grievant, with a copy to the Association, within
5 fourteen (14) days of the meeting.

6
7 STEP II. If the grievance is not resolved at Step I, it may be appealed in writing to
8 the Vice President of Patient Care Services (Step II) by the grievant or the
9 Association within fourteen (14) days of receipt of the written Step I response by the
10 grievant.

11
12 The Vice President of Patient Care Services shall meet with the Association
13 representative and, at the option of the grievant, the grievant within fourteen (14)
14 days of the receipt of the appeal, and together they shall attempt to resolve the
15 grievance. The Vice President of Patient Care Services shall give a written decision
16 to the grievant and the Association within fourteen (14) days after the meeting.

17
18 The Association may initiate a grievance and direct it initially to the Vice President of
19 Patient Care Services if the issue affects the right or benefits of at least four nurses
20 within the bargaining unit.

21
22 STEP III. If the grievance is not settled at Step II, it may be appealed to the CEOs
23 within fourteen (14) days following receipt by the grievant and the Association of the
24 written response at Step II. The parties shall meet within ten days of receipt of the
25 appeal at a mutually convenient time to attempt to resolve the grievance. The CEO
26 will issue a written response to the grievant and the Association within fourteen (14)
27 days following the meeting.

28
29 STEP IV. If the grievance is not resolved at Step III, the Association may refer the
30 issue to binding arbitration by giving notice to the Hospital within fourteen (14) days
31 of the CEO response at Step III.

1 The parties may agree to take the grievance to mediation through either the Federal
2 Mediation and Conciliation Service (FMCS) or some other mediation agency prior to
3 arbitration.

4
5 D. In the event of arbitration, the following will apply:

6 1. The arbitrator will be selected from a list of names supplied by FMCS of seven
7 experienced Oregon resident arbitrators. Each party will alternatively strike
8 names until only one name remains. A flip of the coin will decide which party is to
9 first strike a name.

10
11 2. The expenses of the arbitration, including the arbitrator's fee, will be borne
12 equally by the parties. Each party will, however, be responsible for its own
13 representation fees and witness compensation, if any.

14
15 3. The arbitrator will not have the authority to modify, add to, alter, or detract from
16 the provisions of this Agreement. The award of the arbitrator is to be written and
17 will be binding on the parties.

18
19 4. Grievances involving a claim by the grievant and the Association for back pay
20 and benefits are to be processed by the parties expeditiously. The amount of
21 back pay and benefits may be adjusted by the arbitrator if there is clear and
22 convincing evidence of delay on the part of either party, but in no event will the
23 arbitrator have the authority to award back pay or benefits greater than that
24 which would have been earned by the grievant based on their regular schedule.

25
26 E. As used in this Article, "days" means calendar days.

27
28 F. Nothing in this Article precludes the Association and/or a nurse from discussing with
29 the Hospital other concerns that are not within the definition of a grievance.

1 **ARTICLE 18. – HEALTH AND WELFARE**

2 A. Testing. At the time of employment each nurse must fulfill Employee Health
3 requirements.

4
5 B. Medical and Dental Plans. Each full-time nurse and part-time nurse who is regularly
6 scheduled to work at least twenty (20)-hours per week may participate in one of the
7 medical and dental plans offered as part of the Samaritan Choice Plans, in
8 accordance with its terms. The Hospital retains the right to change the medical
9 and/or dental plans offered as part of Samaritan Choice Plans, provided that any
10 such successor plan is substantially equivalent to the previously existing plan.

11
12 C. Premium Rate Determination. The employee's contribution rate will be the same as
13 the rest of the majority of the Hospital's employees, provided, however, that the
14 Health and Welfare Plan will not increase more than ten percent (10%) from the
15 previous year's contribution.

16
17 D. Life Insurance and Long-Term Disability. During the term of this Agreement, nurses
18 will participate in the life insurance and long-term disability plan as in accordance
19 with the provisions of the SHS plan. During the term of this Agreement, nurses may
20 also participate in the voluntary insurance plans in accordance with the provisions in
21 the SHS plan.

22
23 E. Short-Term Disability. During the term of this Agreement, nurses may participate in
24 the short-term disability insurance plan according to the provisions of the STD plan
25 provided by SHS. The opportunity to elect short-term disability will be available at
26 least once every five (5) years starting with open enrollment for 2017.

27
28 F. Section 125 Plan. The Hospital will provide a Section 125 plan that will allow the
29 pretax payment of insurance premiums, un-reimbursed medical expenses, and
30 dependent care. An election of the amount to be withheld monthly must occur each
31 year, and unused amounts revert to the Hospital at the end of the calendar year.

1 **ARTICLE 19. – RETIREMENT**

2 A. Samaritan Health Services Tax Shelter Annuity (“403b”). The Hospital will provide a
3 TSA plan for all nurses who are legally eligible to participate. The TSA program
4 provided as part of the Samaritan Health Services Tax Sheltered Annuity will permit
5 eligible employees to contribute up to maximum allowable by applicable law.
6

7 B. Hospital Match to the Samaritan health Services TSA. For nurses hired on or before
8 September 24, 2013, the Hospital will match the contribution of the eligible nurses
9 up to three percent (3%) of gross pay. For nurses hired after September 24, 2013,
10 the Hospital will match the contribution of the eligible nurses up to two percent (2%)
11 of gross pay.
12

13 C. Samaritan Health Services Retirement Plan. Nurses will participate in accordance
14 with the terms of the Samaritan Health Services Retirement Plan which will include a
15 contribution by the Hospital of four percent (4%) of eligible compensation.
16

17 **ARTICLE 20. – SEPARABILITY**

18 If any provision of this Agreement is at any time declared invalid by any court of
19 competent jurisdiction or through government regulations or decree, that decision
20 will not invalidate the entire Agreement, it being the express intention of the parties
21 hereto that all other provisions not declared invalid will remain in full force and effect.
22

23 **ARTICLE 21. – SUCCESSOR**

24 If Hospital, by merger, consolidation, sale of assets, franchise, or any other means,
25 enters into an agreement with another firm or individual that in whole or part affects
26 the existing collective bargaining unit, then the successor firm or individual will be
27 bound by each and every provision of this Agreement. Hospital shall call this
28 provision of the agreement to the attention of any firm or individual with which it
29 seeks to make an agreement as aforementioned, and if notice is so given, Hospital
30 will have no further obligations hereunder from date of takeover.

1 **ARTICLE 22. – SURGICAL SERVICES**

2 A. Required Surgical On-call: Scheduled on call is required of nurses in the OR, ENDO,
3 and PACU. OR, ENDO and PACU nurses will not be required to work more than
4 fifty-six (56) hours per month at the regular Surgical on call and call back pay.
5 Weekend shifts (beginning at the end of the regular shift on Friday until the
6 beginning of the regular shift on Monday) will be shared equally and/or assigned by
7 rotation within each department. Scheduled vacations do not exempt the nurse from
8 the assigned call weekend. The nurse is required to find call coverage. If more
9 coverage is needed for the department after the required call is selected a nurse
10 may volunteer to take more call to cover the remaining shifts. Volunteers for extra
11 call will have an opportunity to share those hours. If further coverage is required
12 there will be a rotation of extra shifts until all shifts are covered. The hospital will
13 make every effort to limit a nurse's maximum call per month to one (1) weekday per
14 week and one (1) full weekend. If a nurse is on vacation for greater than one (1)
15 week, the required call will be reduced in relation to the time taken. (e.g. one (1) full
16 week of PTO in a month requires the nurse to take forty-two (42)-hours of call. Two
17 (2) full weeks of PTO in a month requires the nurse to take twenty-eight (28)-hours
18 of call.) If a nurse chooses to take more call bonus pay will not be paid until fifty-six
19 (56)-hours per month minimum is met.

20
21 B. Required Holiday Surgical on-call:

22 Holiday call will be equally shared and assigned by rotation. Holidays will be split
23 into two groups, the groups being spring/summer holidays (i.e. Easter, Memorial
24 Day, 4th of July, Labor Day) and fall/winter holidays (i.e. Thanksgiving, Christmas
25 Eve, Christmas Day and New Year's Day) A rotation will be established within each
26 department. In the OR and PACU, one spring/summer and one fall/winter holiday
27 will be assigned by rotation. In the OR if the department is closed and/or a holiday is
28 attached to the weekend, (i.e. Thursday or Monday) the weekend will be assigned
29 with the holiday. In Endo, holiday call rotation will alternate yearly between holiday
30 groups. Rotation in all departments will be based on the number of nurses assigned
31 to take call within that department and may vary from year to year.

1 C. Bonus Call payment:

2 The nurse will receive bonus call payment for scheduled Surgical on-call hours in
3 excess of fifty-six (56)-hours per month at a rate of double the on-call rate. In
4 addition, Surgical on-call hours in excess of eighty (80)-hours per month will be paid
5 at a rate of three times the normal Surgical on-call rate. Nurses in bonus call will
6 receive an additional ten dollars (\$10.00) per hour for each call back hour worked.
7 Bonus callback does not apply for holidays; instead, follow language in Article 9.E.

8
9 D. Volunteer Surgical On Call: If nurses regularly scheduled outside of OR, ENDO, or
10 PACU volunteer to take call for OR, ENDO, or PACU, the nurse will be paid Bonus
11 call retroactive back to the first hour, once the minimum of fifty-six (56)-hours of call
12 are completed, including sixteen (16) weekend hours per month.

13
14 E. Orphan Call: Orphan call is defined as an assigned Surgical on-call period which has
15 become available due to illness, injury, or termination/resignation. Volunteers who
16 agree to take orphan call will receive Bonus Call payment. If there are no volunteers
17 for an orphan call situation, the call will be assigned by rotation.

18
19 F. Surgical Services Callback:

20 Callback. Callback is defined as time called back from on-call. Callback will be paid
21 at the rate of time and one-half the regular rate of pay for all hours when called back
22 plus applicable differentials. If a nurse is called back, the minimum pay for call back
23 is three (3) hours. In addition, Surgical on-call pay will continue during periods of
24 callback. Call back hours paid may not exceed the number of hours scheduled
25 Surgical on call. Call back shall not be paid in combination with regular pay for the
26 same hours worked.

27
28 G. Non-Scheduled Call-Back: If an OR, PACU or ENDO nurse gets called back to work,
29 outside of the departments regular hours of operation, when not Surgical on-call the
30 nurse shall receive Surgical on-call pay and the usual minimum call-back pay at the
31 Bonus Call rate.

1 H. Scheduled Surgical On-Call Call-Back: If a nurse is scheduled to be on call following
2 a regular shift and is required to work past the end of the shift for sixty (60) minutes
3 or more, the nurse shall be deemed to have been called back from the end of the
4 regular shift. If a nurse has been called back from Surgical on-call for more than six
5 (6)-hours on a weeknight, the nurse may request to be relieved from the next day's
6 regularly scheduled shift. Nurses will not be required to work more than sixteen (16)-
7 hours in a twenty-four (24)-hour period. The Hospital will make good-faith,
8 reasonable efforts to permit a nurse in such a situation to be relieved, upon their
9 request. Call-Back Meal and Rest Break: rather than waiting at the hospital at the
10 end of a callback shift for a break, the nurse may choose to forgo such rest break
11 and leave.

12 **ARTICLE 23. – COMPENSATION**

13
14 A. Registered Nurses will be placed on the appropriate step of the wage scale based
15 on years of experience as accepted at the time of hire.

16 1. Nurses will progress to the next step on the scale on the nurse's anniversary
17 date, provided that on such date the nurse has completed at least the years of
18 experience that correspond to the next step and the nurse has completed 1100
19 hours of work for the preceding 12 months.

20
21 2. New hires and transfers into the bargaining unit will be given year-for-year credit
22 for prior experience toward step placement for recent related experience in an
23 acute care setting. Other RN experience will be credited as one year of credit for
24 every two years of experience. New hires and transfers will be placed at the
25 wage step corresponding to the years of prior experience.

26
27 3. Once a nurse is placed on the SLCH wage scale, the hours requirement as noted
28 above in section 2 and years of experience rule will govern their progression
29 through the scale. For example, a nurse hired with 18 years of acute care
30 experience will be placed on Step 12 and that nurse will be eligible to move to
31 Step 13 after twenty-four (24) months of service. The nurse will be eligible to
32 move to Step 14 after sixty (60) months of service with the SLCH on Step 13.

1 The nurse will be eligible to move to Step 15 after sixty (60) months of service
2 with SLCH on Step 14.

3
4 B. All increases will commence the first pay period following the effective date.

5 1. Effective July 1, 2019 base hourly wage rates will be increased by three percent
6 (3%) across the board.

7
8 2. July 1, 2020 base hourly wages will be increased by two and three quarter (2¾)
9 two-point seventy-five percent (2.75%) across the board.

10
11 3. July 1, 2021 base hourly wages will be increased by two and three quarter (2¾)
12 two-point seventy-five percent (2.75%) across the board.

13
14 C. Differentials and Premiums

15 Shift Differential. Nurses working hours on both evening and night shifts will be paid
16 the differential based on the time the hours are worked. Nurses working a shift that
17 overlaps into evening or night shift will be paid shift differential only when a majority
18 of their hours fall within evening or night shift and will be paid the differential for all
19 hours of their shift.

20
21 Nurses will be paid shift differentials as follows:

22 1. Hours worked between 3:00 p.m. and 11:30 p.m.:
23 Two dollars and fifty cents (\$2.50) per hour.

24
25 2. Hours worked between 11:00 p.m. and 7:30 a.m.: Five dollars (\$5.00) per hour.

26
27 D. Experience. The Hospital will recognize prior related nursing experience in salary
28 placement of nurses.

29
30 E. Charge Nurse Differential. Nurses serving in a charge capacity will receive a
31 differential of two dollars (\$2.00) per hour.

- 1 F. Resource Nurse Differential. Nurses serving in a Resource capacity will receive a
2 differential of two dollars and fifty cents (\$2.50) per hour.
3
- 4 G. Per Diem Nurse Differential. Per Diem nurses will be paid five dollars (\$5.00) per
5 hour.
6
- 7 H. Preceptor Differential. Nurses who act in the capacity of a preceptor at the request of
8 the Hospital will be paid a differential of one dollar (\$1.00) per hour for all hours
9 worked. To be eligible to act as a preceptor and receive the differential described
10 herein, the nurse must comply with the criteria of the Hospital Preceptor Guidelines.
11
- 12 I. Weekend Differential. For any shift predominately worked on a Saturday or Sunday
13 the nurse shall be paid a differential of one dollar and fifty cents (\$1.50) per hour.
14
- 15 J. Certification Differential. A nurse may apply for and will receive a two dollar (\$2.00)
16 per hour certification differential, if the nurse has a current national specialty
17 certification listed on Appendix A that is relevant to department where the nurse
18 works the majority of their hours. The differential will commence the first day of the
19 pay period following the date that written evidence of the passing test score or
20 continuing certification is received by SLCH HR. This differential will be automatically
21 discontinued if certification lapses.
22
- 23 K. BSN/MSN Differential. A differential of one dollar and fifty cents (\$1.50) per hour will
24 be paid to ONA represented nurses who hold a BSN. A differential of one dollar and
25 sixty cents (\$1.60) per hour will be paid to ONA represented nurses who hold an
26 MSN. Nurses will be eligible for only one advanced degree differential to begin.
27 BSN/MSN diploma or official transcript must be received in SLCH HR for differential
28 to begin. The differential will commence the first day of the pay period following the
29 date that written evidence of the degree is obtained.
30
- 31 L. Transport Bonus. A nurse who is assigned to accompany a patient to another facility
32 via ambulance will receive a fifty-dollar (\$50) transport bonus.

1 M. On Call.

2 Census On-call is defined as on-call for low census in all hospital departments
3 except Surgical Services. Census On-Call will be paid at the rate of five dollars
4 (\$5.00) per hour. On the holidays set forth in Article 9, such on call rate will be seven
5 dollars (\$7.00) per hour

6 1. Surgical On-Call is defined as required on-call for Surgical Services. Surgical On
7 call will be paid at the rate of four dollars and fifty cents (\$4.50) per hour. On the
8 holidays set forth in Article 9, such on call rate will be six dollars (\$6.00) per hour.

9

10 N. All new increases or pay practice changes introduced in this contract shall
11 commence on the first day of the first pay period following ratification unless
12 otherwise specified.

WAGE SCALE OVER 30 YEARS

Years of Service	Hospital	Current	7/8/2019 3% Increase	7/6/2020 2.75% Increase	7/5/2021 2.75% Increase
0	Step 1	\$37.19	\$38.31	\$39.36	\$40.45
1	Step 2	\$38.31	\$39.46	\$40.54	\$41.66
2	Step 3	\$39.46	\$40.64	\$41.76	\$42.91
3	Step 4	\$40.64	\$41.86	\$43.01	\$44.20
4	Step 5	\$41.86	\$43.12	\$44.30	\$45.52
5	Step 6	\$43.12	\$44.41	\$45.63	\$46.89
6	Step 7	\$44.41	\$45.74	\$47.00	\$48.29
7	Step 8	\$45.74	\$47.12	\$48.41	\$49.74
9	Step 9	\$47.12	\$48.53	\$49.86	\$51.23
11	Step 10	\$48.53	\$49.98	\$51.36	\$52.77
13	Step 11	\$49.98	\$51.48	\$52.90	\$54.36
15	Step 12	\$51.48	\$53.03	\$54.49	\$55.99
20	Step 13	\$53.03	\$54.62	\$56.12	\$57.67
25	Step 14	\$54.62	\$56.26	\$57.81	\$59.40
30	Step 15	\$56.26	\$57.95	\$59.54	\$61.18

ARTICLE 24. DURATION OF AGREEMENT

1
2
3
4
5
6
7
8
9
10

This Agreement is in full force and effect on ratification (except where otherwise designated), and, as expressly set forth hereunder, will remain in effect until June 30, 2022, and from year to year thereafter unless either party gives written notice to the other party at least 90 days prior to the expiration date of its desire to terminate or modify this Agreement.

IN WITNESS HERETO, the parties have executed this Agreement on the dates set forth below:

OREGON NURSES ASSOCIATION

SAMARITAN LEBANON COMMUNITY HOSPITAL


Nancy McPherson, RN, ~~Chair~~


Scott Russell, Labor Relations Director


Lisa Brown, RN


Wendie Wunderwald, VP – Nursing

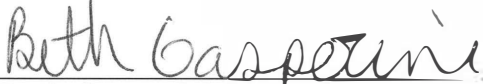

Mary Crawford-Seekatz, RN



Peggy Stiles, HR Director



Joseph Miner, RN


Rebecca King, Nurse Manager


Robert Dennis, RN


Beth Gasperini, Nurse Manager


Lisa Logsdon, RN ~~Chair~~


Kerry Kilgore, Nurse Manager


Christine Hauck,
Labor Relations Representative

1 **APPENDIX A – SPECIALTY CERTIFICATIONS**

- 2
- 3 Advanced Oncology Certified Nurse (AOCN)
- 4 Certified Ambulatory, Peri-Anesthesia Nurse (CAPA)
- 5 Certified Continence Care Nurse (CCCN)
- 6 Critical Care RN (CCRN)
- 7 Certified Emergency Nurse (CEN)
- 8 Certified Flight Registered Nurse (CFRN)
- 9 Certified Gastroenterology Registered Nurse (CGRN)
- 10 Certified Medical Surgical Registered Nurse (CMSRN)
- 11 Certified Nurse, Operating Room (CNOR)
- 12 Certified Ostomy Care Nurse (COCN)
- 13 Certified Peri-Anesthesia Nurse (CPAN)
- 14 Certified Pediatric Emergency Nurse (CPEN)
- 15 Certified Pediatric Nurse (CPN)
- 16 Certified Pediatric Oncology Nurse (CPON)
- 17 Certified Registered Nurse Intravenous (CRNI)
- 18 Certified Vascular Nurse (CVN)
- 19 Certified Wound Care Nurse (CWCN)
- 20 Certified Wound, Ostomy, Continence Nurse (CWOCN)
- 21 Holistic Nurse Certification (HNC)
- 22 Certified Lactation Consultant (IBCLC)
- 23 Lamaze Certified Childbirth Educator (LCCE)
- 24 Oncology Certified Nurse (OCN)
- 25 Orthopedic Nurse Certificate (ONC)
- 26 Progressive Care Certified Nurse (PCCN)
- 27 Maternal/Neonatal Nursing Certificate RNC
- 28 INPT, MN, LRN, RN, C/BC
- 29 Ambulatory Care Nurse, Cardiac/Vascular Nurse, Gerontological Nurse,
- 30 Medical Surgical Nurse, Perinatal Nurse and Pain Management
- 31 Sexual Assault Nurse Examine (SANE)
- 32 Trauma Certified Register Nurse (TCRN)

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 Lebanon Community Hospital Collective Bargaining Agreement 2019 – 2022

Signature: _____

Today's Date: _____

Your Mailing Address:

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____