PROFESSIONAL AGREEMENT

between

GOOD SAMARITAN REGIONAL MEDICAL CENTER

and

OREGON NURSES ASSOCIATION

August 10, 2025 through June 30, 2028

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AGREEMENT

This Agreement is entered into between the Oregon Nurses Association ("the Association" or “ONA”) and Good Samaritan Regional Medical Center, of Corvallis, Oregon, its successors or assigns (hereinafter "the Medical Center").

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between Good Samaritan Regional Medical Center and its Registered Nurses. This relationship is based on serving our communities with the core values of P.R.I.D.E.: Passion, Respect, Integrity, Dedication, and Excellence to the end that the dedicated common objective of building healthier communities together through superior patient care may be harmoniously and consistently maintained. For and in consideration of the mutual covenants and undertakings herein contained, the Medical Center and the Association do hereby agree as follows:

ARTICLE 1. RECOGNITION

1.A The Medical Center recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for a bargaining unit composed of all Registered Nurses employed by the Medical Center as Regular and Introductory Nurses, Ambulatory Infusion Nurses, Care Coordinator-Discharge Planner-RN, and Clinical Coordinators/Charge Nurses/Leads but excluding Lactation Support Services Coordinator, Nursing/Hospital Educator, Diabetic Educator, Epidemiologist, Utilization Review/Performance Improvement, Employee Health Nurse, Risk Management, Medical Office Nurses, and administrative and supervisory personnel (including Assistant Department Managers, Unit Supervisors, and Trauma Coordinators).

1.B The Medical Center will notify the Association and follow the National Labor Relations Board process to determine if a new position should be included in the bargaining unit.

1.C This Agreement supersedes all prior Agreements between the Association and the Medical Center.

1.D Should any article, section, or portion of this Agreement be found unlawful by state or federal standards, the parties shall examine that section alone and, if possible, negotiate substitute provisions for the invalidated article, section, or portion of this Agreement.

ARTICLE 2. ASSOCIATION PRIVILEGES

2.A **Membership.** Nurses covered by this Agreement shall, as a condition of employment, be required to do one (1) of the following within ninety (90) days of employment under this Agreement or the execution of this Agreement, whichever comes later:

1. Join and maintain membership in the Association;

2. Pay a Fairshare amount equivalent to Association dues to the Association; or

3. Pay an amount equivalent to Fairshare fees to a non-religious, tax-exempt charitable fund of the nurse's choice in the case of a nurse who objects to membership in or payments to a labor organization on the basis of religious tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting labor organizations. Center Against Rape and Domestic Violence (CARDV), Linn-Benton Food Share, Jackson Street Youth Shelter, ABC House, or the Good Samaritan Regional Medical Center Foundation are examples of non-religious, tax-exempt charitable funds. Such a nurse shall furnish proof of affiliation and payment to the Association.

2.B **Dues.** The Medical Center will deduct Association membership dues or amounts paid to the Association in lieu of requirements above from the salary of each nurse who voluntarily agrees to such deduction by submitting to the Medical Center an appropriate written authorization for such deduction. Deductions shall be made each pay period and be remitted monthly to the Association.

2.C Change of Membership Status. A bargaining unit employee must notify the Association of a desire to change membership status. The employee must notify the Membership Department of the Association at:

Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, Oregon 97062
ATTN: Membership Coordinator
503-293-0011
memberservices@oregonrn.org

If the bargaining unit employee has elected payroll deduction, the Association will promptly mail a copy of the notification for membership change to the Medical Center. Upon receipt, the Medical Center will begin deducting the amount that reflects the bargaining unit employee's changed membership status.

2.D Involuntary Termination of Employment. The Medical Center will terminate an employee who fails to become and remain an Association member or Fairshare payer or who fails to establish that the nurse is a bona fide religious objector, including making the required payments to a charity as listed above. The Medical Center will terminate an employee within ten (10) days after receiving notice from the Association that the employee is delinquent, which will include documentation that the employee has been given notice of, and an opportunity to cure, the delinquency so long as such involuntary termination is lawful.

2.E Indemnification. The Association will indemnify and save the Medical Center harmless against any and all claims, grievances, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Medical Center in connection with this Article.

2.F Association Lists. The Medical Center will provide to the Association and the Chairperson (or designee), on or around the first (1st) Monday of the month, a list of nurses in the bargaining unit. The list shall include: name, employee identification number, shift, address, telephone number, hire date, union seniority date, department, rate of pay, Samaritan Health Services (SHS) e-mail, and FTE. Terminations from the previous month are also provided on or around the first (1st) Monday of the month. In addition to the monthly report, new hire and transfer information will be provided on or around the third (3rd) Monday of the month.

2.G Association Representative Visits. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Medical Center for the purpose of transacting Association business pertaining to contract negotiations or administration and observing conditions under which nurses are employed; provided, however, that the Association's representatives shall, prior to arrival at the Medical Center, notify Human Resources or designee of the intent to transact Association business. Transaction of Association business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees and shall not interfere with the work of other employees or of any such employee interviewed and shall be conducted during such employee's rest or lunch period. Upon request, a meeting room in the Medical Center is to be provided, space and time being available.

2.H Bulletin Boards. The Association may post one (1) 8.5 x 11-inch notice limited to the date, time, and place of Association meetings where the daily assignments are posted. The Medical Center will provide a 17 x 22-inch posting space in the nursing lounges or another mutually agreed upon location per department for the Association to post notices of meetings, elections, and activities. The Medical Center will notify the Association of any posting that may need to be removed.

The Association and nurses may utilize the intra-office electronic mail accounts, subject to Medical Center policies on e-mail use.

2.I Copies of Agreement. The Association will provide copies of this Agreement and the Association's membership application form to nurses at the time of new hire nursing orientation.

2.J New Hire Orientation. An Association representative will be allowed two (2) sixty (60)-minute sessions per month to introduce the Association to newly hired nurses. The Medical Center will make time available during the Medical Center's New Hire Orientation for the Association Orientation if the Association requests. This time will be paid, provided it does not interfere with the normal operations of the Medical Center and does not drive overtime. The Association representative must work with their supervisor to arrange time away from the department for such meetings. If the Association representative is not on scheduled time, they will pre-notify the department scheduler of the date and time of the orientation at which they are presenting.

Nurses who are transferring into the bargaining unit may attend the Association presentation at GSRMC orientation for a maximum of sixty (60) minutes of paid time provided it does not create overtime. The nurse must work with their supervisor to arrange for time away from the department. The Association will provide these nurses with the time and location of Association orientation presentations.

The Medical Center will instruct newly hired and transferring nurses to attend an Association Orientation. The Medical Center will provide these nurses with contact information for the Association and the times and location of Association Orientations if this information was provided by the Association to the Medical Center.

2.K Bargaining Unit Representation. An Association Representative may represent bargaining unit members in Management-called investigatory and disciplinary meetings during scheduled work hours on paid time, provided these meetings do not interfere with the normal operations of the Medical Center. The Association representative must work with their supervisor to arrange time away from the department for such meetings if needed.

2.L Medical Center Policies. The Medical Center will maintain current copies of the Medical Center's policies and procedures on the SHS Intranet.

2.M Locked Cabinet. The Medical Center will provide space for a two (2)-drawer locked cabinet provided by the Association.

2.N Contract Negotiations. Association Negotiations Team members shall be granted negotiation days off, and those working evening and night shift shall be granted both the shift immediately before and the shift the day of a negotiation session off. Nurses working evening shifts shall be granted partial shifts off upon request. The nurse is responsible for notifying the Staffing Office and their Manager as soon as negotiation dates are available. Any part of a nurse’s FTE that is missed due to bargaining will be coded as Mandatory Absence (MA) with PTO accrual. Any hours, including on a nurse’s day off, spent in negotiations sessions, including caucus time, up to the length of a nurse’s regularly scheduled shift will also be coded as Mandatory Absence and accrue PTO. Mandatory Absence hours used for negotiation sessions will not count toward the contractual limit on Mandatory Absence hours.

ARTICLE 3. PERSONNEL CATEGORIES

3.A Definitions.

1. **Introductory Nurse.** A newly employed nurse with less than six (6) months of service who may be terminated or disciplined during such period without recourse to the grievance procedure. If terminated, an Introductory Nurse shall, upon request, be given an exit interview in which the reasons for termination will be stated. A New Graduate Nurse or RN Intern's introductory period will commence upon completion of training or the internship program and will last for three (3) months.

2. **Regular Nurse.** A nurse who has completed the introductory period.

3. **Regular Full-Time Nurse.** A nurse who holds a 0.9 FTE to 1.0 FTE and who is regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week.

4. **Regular Part-Time Nurse.** A nurse who holds a 0.1 FTE to 0.89 FTE and who is regularly scheduled to work four (4) hours per week to thirty-five (35) hours per week.

   For the purpose of determining health and welfare benefit eligibility, nurses working 0.8 and above shall be granted such benefits consistent with full-time employees. Nurses working 0.5 to 0.79 shall be granted health and welfare benefits as outlined in Article 18. Nurses working 0.1-0.49 FTE shall be eligible for PTO and any other benefits offered to the majority of Samaritan Health Services (SHS) employees in this category.

5. **Per Diem Nurse.** A nurse who is self-scheduled on an as-needed basis with no assigned FTE but who works an average of either three (3) weekend shifts or any four (4) shifts per schedule period,

including one (1) of the recognized major holidays (New Year's Day, Thanksgiving, Christmas Eve, and Christmas Day) pre-scheduled by the Manager or designee by rotation each year. If a Per Diem Nurse fails to perform the required minimum work over three (3) consecutive schedule periods, they may be terminated at the Medical Center's discretion. Any exceptions to these requirements must be pre-approved by the Manager/Vice President. If a Per Diem Nurse is involuntarily cancelled, the cancellation shall satisfy the work requirements for that shift.

6. **Temporary Nurse.** A nurse employed as an interim replacement or for temporary work on a predetermined basis which does not extend beyond three (3) calendar months. Upon request, the Medical Center will provide a list of nurses working in a temporary capacity beyond six (6) months.

7. **Clinical Coordinator/Charge Nurse/Lead.** An Association bargaining unit nurse responsible for the direct or indirect total care of patients. A Clinical Coordinator/Charge Nurse/Lead assists and coordinates as assigned by the Medical Center in the continuity of patient care responsibilities and clinical activities of an organized nursing unit.
   a. If Clinical Coordinators/Charge Nurses/Leads are unable to complete their Coordinator/Charge/Lead duties, they will work with their Manager or Nursing Supervisor towards an equitable solution.

   b. All reasonable attempts will be made to assign a Relief Clinical Coordinator/Charge Nurse when the Clinical Coordinator/Charge Nurse is absent.

8. **Resource Nurse.** An Association bargaining unit nurse who has been assigned to work with Nursing Supervisors, Charge Nurses, physicians, and staff as a resource to address changes in patient conditions and complex clinical needs. Resource Nurses may work variable shifts and may work in several departments during a work shift.

ARTICLE 4. EQUAL EMPLOYMENT OPPORTUNITY

4.A Association Membership and Activity. There shall be no discrimination by the Medical Center against any nurse on account of membership in or activity on behalf of the Association, provided that such activity does not interfere with the nurse's regular duties. There shall be no discrimination by the Association against any nurse in relation to such membership or activity. Concerns should be reported to the direct supervisor, Human Resources, or the Compliance Department.

4.B Non-Discrimination. The Medical Center and the Association will comply with applicable laws barring discrimination against any nurse because of race, color, religion, sex, age, sexual orientation, gender identity, disability, national origin, marital status, family status, political activity, or membership in any other legally protected class; because of association with anyone of a particular race, color, sex, sexual orientation, national origin, marital status, religion, or other legally protected class; or because of any other form of discrimination proscribed by law.

ARTICLE 5. HOURS OF WORK AND SCHEDULING

5.A Hours of Work.

1. **Shift.** The basic shift shall consist of six (6), eight (8), ten (10), or twelve (12) hours, including rest breaks and exclusive of meal periods as outlined below in Article 5.A.3. Alternative shifts, other than those listed above, may occur upon mutual agreement of the Medical Center, Association, and the affected nurse. An offer by a nurse to work an alternative or partial shift may be agreed to by the Medical Center when a staffing need exists and full shift coverage cannot be obtained.

2. **Basic Work Period.** The basic work period shall be eighty (80) hours each two (2)-week period, beginning at 0001 Monday, except for those nurses on a ten (10)- or twelve (12)-hour shift, whose basic work period shall be forty (40) hours each week beginning at 0001 Monday. The basic workday shall be twenty-four (24) hours beginning at 0001.

3. **Rest Breaks and Meal Periods.** The Medical Center and nurses shall be responsible for working together to arrange suitable breaks and meal periods. One (1) rest break of fifteen (15) minutes shall be allowed for every four (4) hours worked. Two (2) rest breaks of fifteen (15) minutes shall be allowed for every eight (8) hours worked. Three (3) rest breaks of fifteen (15) minutes shall be allowed for every ten (10) or twelve (12) hours worked. Nurses who are scheduled to work less than seven (7) hours (e.g. a partial shift) may waive their right to an uninterrupted meal period on a shift-by-shift basis. For nurses working only six (6) hours, the meal period must be started by the end of the fourth (4^{th}) hour of work, unless the meal period is waived. For nurses working eight (8) hours, the meal period must be started by the end of the fifth (5^{th}) hour of work. For nurses working ten (10) or twelve (12) hours, the meal period

must be started by the end of the seventh (7th) hour of work. Nurses agree to communicate to the Charge Nurse, Clinical Coordinator, or Nursing Supervisor in a timely manner if they anticipate not being able to take a meal period. Care Coordinator-Discharge Planner RNs shall notify the Lead or immediate supervisor. Nurses may combine two (2) consecutive rest breaks or a meal and rest break, if staffing permits, as determined by the Charge Nurse/Clinical Coordinator/Lead, on ten (10)- or twelve (12)-hour shifts (combining two (2) rest breaks is not considered a meal period and may not replace the designated meal period). If no meal period is provided by the Medical Center, the nurse will complete the appropriate payroll notification process and will be paid for the missed meal period.

4. **Authorization.** Nurses are expected to obtain proper advance authorization for all work in excess of the basic shift.

5. **No Pyramiding.** No pyramiding of premiums and straight pay for the same hours worked shall result in an hourly rate being paid at greater than the premium being offered including, but not limited to, holidays, incentives, and other premiums.

6. **Scrub Change Time.** Nurses who are required to wear Medical Center-supplied scrubs will clock in seven (7) minutes before the start of the scheduled shift to change into the scrubs. Nurses will be permitted to leave the floor (if other duties are completed) seven (7) minutes before the end of the scheduled shift to change out of the scrubs before clocking out.

5.B Overtime. A nurse shall be paid one and one-half (1½) times the nurse's regular straight time hourly rate for all hours worked in any category listed below. No hours worked shall qualify for the one and one-half (1½) times rate in more than one (1) category listed below:

1. Hours worked in excess of the nurse's shift length, as identified in their work rule, within any twenty-four (24) hour period.

2. Hours worked in excess of eighty (80) hours per two (2)-week period or, in the case of those working a ten (10)- or twelve (12)-hour shift, in excess of forty (40) hours per week, beginning at 0001 Monday.

3. Per Diem Nurses shall be eligible for overtime pay when they have worked hours beyond their assigned pay rule. A nurse's pay rule will be assigned based on the predominant shift length in their home unit.

5.C No Rest Overtime.

1. A nurse who has worked any combination of hours, including callback or scheduled hours, such that the nurse has not received ten (10) consecutive hours off immediately prior to the nurse's next scheduled shift may:
   a. Self-cancel and not work the next regularly scheduled shift before that shift begins in accordance with the established call-off process. This will only apply to nurses that were required by Management to work over the previous shift. The nurse may request not to use PTO;

   b. Request to be excused from the beginning of the next regularly scheduled shift to rest and then report to work later, with Management approval, if the Medical Center has a need. If the request is granted, the nurse will be paid No Rest Overtime (one and one-half (1½) times the nurse's regular hourly rate of pay); or

   c. Choose to work the shift and be paid one and one-half (1½) times the nurse's regular hourly rate of pay.

2. All subsequent hours will be paid at No Rest Overtime until the nurse has had ten (10) hours of rest.

3. In the event of a Mandatory Absence in the nurse's unit and shift, a nurse working under 5.C.1.c will be the first to be reduced in hours on that shift or given the option to go to straight time for the remainder of their shift. If the nurse is assigned a Mandatory Absence and does not complete their regularly scheduled shift, the nurse will be paid half (½) the nurse's hourly base rate per hour for the remaining hours of the nurse's regularly scheduled shift. Report Pay will not apply.

4. The No Rest Overtime provision shall not apply to nurses who self-schedule shifts with fewer than ten (10) consecutive hours of rest more than forty-eight (48) hours prior to the overtime shift. This exclusion does not apply to No Rest Overtime situations generated by callback hours or by hours worked on a holiday in Perioperative Services.

5. Education hours shall neither generate nor qualify for No Rest Overtime. Even and uneven trades shall not generate No Rest Overtime, but the act of trading will not disqualify a nurse from No Rest Overtime that is otherwise generated (e.g. Short Notice shift picked up before a traded shift).

5.D Weekend Provision.

1. The Medical Center shall have as an objective the provision of at least every second (2nd) weekend off, with the exception of nurses working in a Per Diem status.

2. Effective October 20, 2025, for all pay-related purposes, the weekend shall begin at 1900 on Friday and end at 0700 Monday.

For all other purposes, the weekend is defined as Friday 1900 through Sunday 1900.

5.E Holidays. Hours worked by nurses on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and such other days as the Medical Center may designate as holidays for non-contractual employees during the term of the Agreement will be paid at the rate of one and one-half (1½) times the nurse's regular hourly rate for each hour worked on the holiday.

1. An hour worked on a holiday is defined as an hour worked within the twenty-four (24)-hour period from 0000 on the date the holiday begins.

2. A regular full- or part-time nurse who works an extra shift in the same workweek as working a regularly scheduled shift on a recognized holiday shall receive premium pay for the extra shift(s) per Article 23.I. Hours worked on a holiday shall count towards hours worked for overtime calculation.

3. Per Diem Nurses who work a recognized holiday will receive holiday pay, and the hours will count towards their hours worked for overtime calculation in the holiday week. For example, the holiday falls on a Monday; Per Diem Nurse works a twelve (12)-hour holiday shift and works three (3) additional twelve (12)-hour shifts in the workweek for total of forty-eight (48) hours worked; the nurse will receive twelve (12) hours of holiday pay for Monday and eight (8) hours of overtime for the hours worked over forty (40) hours in the workweek.

5.F Scheduling.

1. Schedule Publish. All work schedules, including a start time for each shift, shall be published electronically at least three (3) weeks in advance, no later than 0600, and shall set forth twenty-eight (28)

calendar days of employment. Once the schedule is published, the schedule may not be changed without mutual agreement of the Manager and the nurse.

2. **Trades.** Nurses may request trades in their schedules when such trades will not result in premium pay obligations which would not otherwise have existed; in such cases, trades may be denied. If the nurse working the trade agrees to waive contractual premium pay, the trade shall not be denied. The nurse who is trading the shift has the responsibility to ensure Kronos is updated with the changes. A trade is not complete until all parties have agreed to the trade and the schedule has been reflected in Kronos.

3. **Three (3)-Week Rotation.** The Medical Center will provide an opportunity for fifty percent (50%) of nurses employed on twelve (12)-hour shifts to work on a three (3)-week rotation.

4. **Report Pay.** Nurses who are scheduled to report to work for any shift (inclusive of extra shifts) when no work is available shall be paid four (4) hours pay at the applicable rate of pay (plus applicable differentials) unless the nurse volunteers to waive the four (4) hours of pay. In situations covered by the provisions of Article 21.F Callback Mandatory Absence, this Section does not apply. The provisions of this Section shall not apply if the Medical Center makes a reasonable effort to notify the nurse by telephone or text not to report for work at least two (2) hours before their scheduled time to work. Text message serves as sufficient notification if the nurse confirms receipt of the text at least two (2) hours before the scheduled time to work. It shall be the responsibility of the nurse to update PeopleSoft with their current address and telephone number. Failure to do so shall free the Medical Center from notification requirements and the payment of the above minimum guarantee.

5. **Sick Calls.** Nurses shall notify the Nursing Supervisor, or departmental designee, at least three (3) hours prior to the start of their shift any time they will not be able to report to work. The Nursing Supervisor or the Staffing Office shall notify a nurse at least two (2) hours prior to the start of their shift if they will not be needed to report to work. If sick calls are received after the two (2) hour limit, nurses who had been canceled from a regularly scheduled shift will be notified that work is now available, and if they choose to come in they will be paid at one and one-half (1½) times their base rate of pay for all hours worked.

6. **Disaster Plan Implementation.** Nurses who are not on-call, but who are called in to work for an implementation of Samaritan Health Services (SHS) disaster plan shall be compensated at the rate of one and one-half (1½) their regular rate of pay for a minimum of four (4) hours.

7. **Protected Leave and PTO Quotas.** FMLA/OFLA/PLO leave will not be counted against the unit's quota for days off. Previously granted PTO days will not be rescinded if additional staff are off due to a protected leave.

5.G Floating.

1. Floating is defined as taking a patient assignment in a unit or department other than the department in which the nurse's shift was initially scheduled.

2. A nurse may be required to float to any other department in the Medical Center where the nurse is competent to accept a patient assignment, excluding closed departments. When assigned to float, a nurse may refuse to perform parts of an assignment for which the nurse is not technically trained or has insufficient experience to perform. In such cases, the Supervisor will be immediately notified

to assist in making the appropriate accommodations. If a nurse is required to float and they have not been oriented to the physical environment, they will be oriented before beginning any work.

3. Nurses may be floated to another department as Helping Hands, in which case they will not be given a patient assignment but will be oriented to the physical environment prior to acting as Helping Hands.

4. Every reasonable effort shall be made to limit a nurse to only one (1) float assignment per shift.

5. Floating back to the department in which the nurse's shift was initially scheduled is not floating.

6. Newly hired nurses will not be required to float from their home unit or department for the first three (3) months following completion of orientation. This does not apply to volunteers, cross-trained staff, or staff that have picked up extra shifts outside their home unit or department.

7. Float, Agency, and Traveler nurses shall be floated prior to any floating of department staff, as long as the remaining nurses possess the necessary skills, required certifications, qualifications, competencies, and orientation to the physical environment to perform the work required. In all cases, nurses not represented by the GSRMC Association will be given first (1st) consideration to float. Management will document any exceptions.

8. Floating Guidelines are to be determined by each department with input from the Unit Based Practice Committee.

9. Reasonable attempts will be made to not float nurses near the last two (2) hours of their shift.

5.H Job Shares. Job shares must be approved by Management and follow the established guidelines. Any changes to these guidelines will be communicated in writing to the Association and the Executive Team.

ARTICLE 6. PAID TIME OFF (PTO)

6.A **PTO and Oregon Sick Leave.** PTO is the Medical Center's program of time earned by full-time and part-time employees that can be used to meet their needs for paid time off from work. PTO is a consolidation of, and in lieu of, sick leave, holidays, and vacation. Per Diem Nurses accrue Oregon Sick Leave (OSL) per legal requirements.

6.B **Use.** PTO permits employees to utilize their paid time off as it best fits their own personal needs or desires. PTO days, with the exception of illness, will be requested by employees according to departmental policy and guidelines. It may be used in increments of one (1) hour as it accrues. The nurse shall be responsible for notifying the department scheduler of the number of PTO hours to be used in each pay period by the payroll exception process. If a regular nurse finds coverage from another nurse including a Per Diem Nurse, uneven trades shall be granted.

6.C **Request and Approval**.

1. **Sufficient PTO.** Nurses shall be accountable for the management of their PTO accruals. The nurse must have sufficient accrued PTO to actually take the requested time off. Requested PTO may be rescinded by the nurse at any point prior to schedule publish date if sufficient PTO cannot be accrued to cover the requested absence. Once PTO is scheduled, the Medical Center may not rescind PTO unless sufficient PTO cannot be accrued by the time of the absence. Before rescinding PTO due to insufficient PTO accrual, the Medical Center shall allow nurses to convert up to two (2) shifts of PTO to available unpaid days provided under Article 6.F.1.e.

2. **Request Window.** A nurse may request PTO up to three (3) weeks, but not more than twelve (12) months, prior to the date when the earliest schedule covering such time off is to be published. For

departments not supported by the Staffing Office, PTO which would occur during the week containing Thanksgiving and the pay periods containing Christmas and New Year's will be arranged according to departmental policy, and nurses will be notified no later than four (4) weeks prior to the publishing of the schedule which contains this time frame.

3. **Written Response.** The Medical Center will respond in writing with a grant or denial of the request no later than ten (10) days after receipt of the request. If no such response is given within that time, the nurse shall provide a second (2nd) notice of the request to the appropriate scheduler, and if there is no response to the second request within five (5) business days, the request for PTO shall be deemed approved.

4. **Rescinded PTO.** A nurse may ask to rescind scheduled PTO prior to the date when the schedule covering such time off is posted. If a request is made after the posted schedule, the request for rescission may be granted if the Department Manager or designee consents. If unforeseen circumstances occur that cause the nurse to have insufficient accrued PTO, the case may be reviewed by the Vice President of Patient Care Services or Vice President Chief Operating Officer. PTO that is rescinded by the nurse or otherwise will not be used (e.g. the nurse leaves employment within the department or Medical Center) shall be offered to the next nurse with a PTO request for that date.

5. **PTO Quotas.** Each unit shall have a minimum PTO quota that allows for a minimum of fifteen percent (15%) of unit core per shift, per the timekeeping system, to be approved for PTO. Unit exceptions are listed below:
    a. **Mental Health.** The PTO quota shall be two (2) nurses per twenty-four (24)-hour period, except for holidays when the

quota is one (1) nurse per twenty-four (24)-hour period. The Mental Health Partial Hospitalization Program Nurse will have a separate PTO quota of one (1).

b. **Women's and Children's Services, Short Stay, PACU, Interventional Care, ASC, and Pre-Operative Clinic:** These units will have their quotas of nurses per twenty-four (24)-hour period, using the same minimum numbers and percentages above. Short Stay and PACU will have two (2) nurses per twenty-four (24)-hour period, not from the same shift. Effective January 1, 2027, minimum quotas for these units will change to per shift, using the same minimum numbers and percentages above.

c. **Main OR:** Main OR will maintain current quotas of two (2) per day shift, one (1) per evening/mid-shift, one (1) per night shift, and one (1) per weekend shift. Effective January 1, 2027, minimum quotas for Main OR will change to the same minimum numbers and percentages as above.

d. **Emergency Department:** Effective January 1, 2027, the minimum PTO quota shall be four (4) nurses per twenty-four (24)-hour period with no more than two (2) per shift.

6. In addition to the quotas above, at least one (1) nurse per unit per twenty-four (24)-hour period shall be granted an educational day if requested.

7. Unit quotas will be posted in each unit and on the Staffing Office page.

8. PTO requests above established unit quotas may be accomplished by “shift swaps” self-scheduled in the electronic timekeeping system within six (6) schedule periods prior to the date of the swap.

6.D Unplanned Days Off. Nurses who are not able to report to work because of an illness or an emergency should advise their Nursing Supervisor or the sick line if applicable, at the earliest possible time, but not less than three (3) hours before their shift begins when feasible.

6.E Coordination of Benefits. When a nurse elects to take PTO for a day when also receiving Workers' Compensation, state or federal disability, Paid Leave Oregon (PLO), or disability benefits to which the Medical Center contributes, the hours of PTO use shall be reduced by the amount of such benefit payments so that the total payment for such day does not exceed the nurse’s regular work hours at the nurse's regular straight-time rate of pay. The nurse shall be responsible for notifying the Department Manager of the number of PTO hours to be used each pay period by the appropriate payroll notification process.

6.F Time Off Without Pay.

1. Nurses have the option of taking a day off without pay instead of using PTO under the following conditions:

a. During periods of low workload when the nurse's supervisor requests that an employee not come to work or go home early (Mandatory Absence);

b. When a department is temporarily closed or staff is reduced on a holiday (Mandatory Absence);

c. During a military service which will be paid according to federal law;

d. For contract negotiations; and

e. Two (2) shifts per calendar year of unpaid, pre-planned time off for personal reasons beyond those listed above, to be requested using the same method as PTO planned time off. These unpaid shifts may substitute for any portion of a planned and approved period of PTO that would otherwise be rescinded for insufficient PTO accrual.

2. Nurses must complete the appropriate payroll notification process if they elect not to use PTO for a Mandatory Absence (including if the unit is not open or staff are reduced on holidays); otherwise PTO will be added.

3. Nurses are not required to use PTO when calling out from an extra shift. At the request of the nurse, PTO may be used. As part of the coaching process, a nurse who has a pattern of calling out from extra shifts over two (2) schedule periods may have their ability to pick up extra shifts restricted for one (1) schedule period.

6.G **Accrual**. PTO shall accrue from the most recent date of hire at Samaritan Health Services (SHS) and may be used as accrued. Nurses shall accrue PTO on the basis of hours compensated at base rate or above and on hours that are not worked and not paid due to Mandatory Absences, including those for department closures or staffing reductions (e.g. holidays), at the applicable rates set forth below. When a nurse agrees to work an extra shift and is placed on a Mandatory Absence, PTO will accrue for those Mandatory Absence hours.

Months of SHS Service	Accrual Rates
1st through 48th	0.09615 hours per compensable hour
49th through 108th	0.11538 hours per compensable hour
109th through 168th	0.13461 hours per compensable hour
169th and each month of service thereafter	0.1462 hours per compensable hour

Nurses currently earning PTO at the rate of 0.1462 hours per compensable hour will remain unchanged.

6.H **Maximum Accrual.** Employees may accrue up to a maximum of seven hundred (700) hours of PTO.

6.I **Payment.** PTO shall commence on the first day of absence. PTO benefits shall not accrue during leaves of absence without pay or during layoffs.

PTO will be computed on the employee's regular hourly rate of pay at the time the leave is taken, including shift differential, if applicable.

6.J **Cash Out by Nurse.** Voluntary cash out of PTO may occur in accordance with Medical Center 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.

6.K **Cash Out Upon Termination of Employment.** If required notice is given, subject to the exception set forth in Article 10.E, accrued but unused PTO will be paid upon termination. If the required notice is not given, or if the time of the notice is not worked, accrued PTO will be forfeited. PTO cannot be used as termination notice.

ARTICLE 7. LEAVE OF ABSENCE

7.A Family and Medical Leaves of Absences. Leaves of absences shall be granted in accordance with policy and applicable Oregon and federal laws and will be administered by Human Resources.

Requests for leave shall be submitted through the electronic timekeeping system at least fourteen (14) days in advance of the desired leave or, in the case of illness or emergencies, as soon after the illness or emergency arises as is possible:

A written response granting or denying the request for leave shall be provided by the Medical Center in accordance with the applicable Oregon and federal laws.

An authorized family and medical leave of absence shall not affect previous accumulated seniority or benefits. Seniority will continue to accumulate during such leave. Nurses returning from leave will be returned to the same position or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment in accordance with applicable Oregon and federal laws. Nurses will be required to use their accumulated PTO down to a bank of two (2) times their current weekly FTE for FMLA/OFLA unless they are being compensated through Paid Leave Oregon (PLO) or Short-Term Disability.

If the nurse must extend a medical leave beyond the FMLA/OFLA/PLO leave period limit, they may work with Human Resources to determine additional options at that time. Requests for a medical leave of absence outside of FMLA/OFLA/PLO shall be administered per the Samaritan Health Services (SHS) Disability Accommodation Process – Americans with Disabilities Act Policy.

Employees who are granted a leave of absence and who return within the specified time shall be returned to the assignment which they left. Should another nurse have pre-arranged to cover the vacancy created by the block leave, the covering nurse has the option to be cancelled or remain on the schedule if the Manager determines there is a departmental need. If there is no need, the covering nurse may be cancelled.

A nurse requesting an earlier return than originally specified, shall be returned to their former position within two (2) weeks of such request in writing.

A nurse who decides not to return to their former position and fails to give notice of such decision to the Medical Center in writing at least thirty (30) days prior to the scheduled date of return shall forfeit all rights to employment.

7.B Personal Leave. A personal leave of absence without pay for personal reasons may be granted at the option of the Medical Center if the nurse has:

1. Completed six (6) months of continuous service;

2. Successfully completed their introductory evaluation period;

3. Submitted a written request within a reasonable time in advance of the desired leave; and

4. Demonstrated good cause.

Such leaves will be considered invalid unless approved in writing by the nurse's Manager, Vice President of the relevant nursing department, and the Senior HR Business Partner of the Medical Center. Requests shall be granted or denied (in writing) no later than ten (10) days from receipt of the request.

Approved personal leaves shall entitle the nurse to return to their former position or an equivalent position with equivalent pay and benefits. If a nurse requests in writing an earlier return than originally specified, they will be returned to a position with the same number of hours within thirty (30) days. Seniority will accrue up to thirty (30) days.

Requests for extensions of personal leave must be submitted in writing and approved by Human Resources and the Vice President or designee before the extended period of a leave begins.

It is the nurse's responsibility to report to work at the end of the approved leave. A nurse who fails to report to work after leave expires may be considered to have voluntarily terminated employment.

7.C Bereavement Leave.

1. **General.** In the event of a death of an immediate family member of a full- or part-time nurse, the nurse will be allowed up to four (4) normally scheduled working days off with pay following the death to arrange for and/or attend the funeral. Immediate family is defined as spouse or domestic partner; child or the child's spouse or domestic partner; parent or the parent's spouse or domestic partner; sibling, step-sibling, or sibling or step-sibling's spouse or domestic partner; grandparent or the grandparent's spouse or domestic partner; and grandchild or the grandchild's spouse or domestic partner. Employees will be granted up to five (5) normally scheduled working days off with pay following the death of a spouse, significant other living as an integral member of the household, or child (including fetal demise/miscarriage) or stepchild. Time off due to bereavement in this Section, Article 7.C.1, shall not cause loss of premium pay, overtime pay, or holiday pay on other shifts that occur within that workweek.

2. **OFLA Bereavement Leave.** Under OFLA, an eligible nurse may take up to two (2) weeks off to attend the funeral or alternative to the funeral, make arrangements necessitated by the death of a family member, or grieve the death of a family member. Family member is defined as spouse or domestic partner; child or the child's spouse or domestic partner; parent or the parent's spouse or domestic partner; sibling, step-sibling, or sibling or step-sibling's spouse or domestic partner; grandparent or the grandparent's spouse or domestic partner; grandchild or the grandchild's spouse or domestic partner; or any individual related by blood or affinity whose close association with the nurse is the equivalent of a family relationship.

   a. If the nurse experiences the death of more than one (1) family member in a year, the nurse may take up to two (2) weeks for each death (up to two (2) deaths under OFLA). The leave does not need to be taken in concurrent two (2)-week periods.

   b. Bereavement leave counts towards the total leave permitted under OFLA. It does not add additional leave.

   c. Nurses are required to use PTO equal to their normally scheduled hours. If PTO is unavailable the leave will be unpaid.

   d. OFLA bereavement leave must be completed within sixty (60) days of the date on which the nurse receives notice of the death of a family member.

7.D **Worker's Compensation.** A nurse on Worker's Compensation shall continue to accrue seniority for up to six (6) months from the date of injury.

7.E Jury Duty.

1. Nurses required to perform jury duty on days when they would otherwise be scheduled for work shall receive their regular daily pay for such days. Any of the jury duty pay (other than travel expenses) received by the nurse from other sources shall be submitted to SHS Accounting.

2. When a nurse receives jury summons, they shall immediately notify their supervisor so that arrangements can be made for work assignments. If the nurse must report for jury duty, they will immediately notify the appropriate scheduler or supervisor.

3. Evidence of jury duty attendance must be presented to SHS. It is the nurse's responsibility to report for work at the end of jury duty.

4. A nurse involved in jury duty is not expected to report to work on the day of jury service. An evening/mid- or night shift nurse shall not be required to work a shift immediately before jury duty.

5. All employee benefits the nurse is enrolled in will continue while the nurse is on jury duty leave. However, the nurse will be required to continue payment of any required contributions for insurance benefits and retirement benefits during the jury duty leave if they want to keep them in effect.

7.F Court Witness. A nurse required to appear in court as a witness on behalf of the Medical Center shall be paid their regular rate of pay for such witness time, including litigation preparation. An evening/mid- or night shift nurse shall not be required to work a shift immediately before an expected court appearance or litigation preparation. A nurse serving as a court witness or in the preparation for litigation at the request of the Medical Center is not expected to work on the day such service is required.

7.G Military Leave. The Medical Center shall grant military leave in conformity to federal law. Military leave shall not result in the loss of seniority and will be calculated in accordance with federal law.

ARTICLE 8. STAFFING

8.A Commitment to Safe Staffing. The Medical Center and Association have a shared commitment to nurse staffing that provides safe patient care and a safe work environment for nurses and which follows evidence-based practices and nationally recognized professional standards of nurse staffing, where they exist.

8.B Compliance with Oregon Hospital Staffing Law. The Medical Center and the nurses will act in compliance with the Oregon Hospital Staffing Law found in Oregon Revised Statutes (ORS) 441.760-441.795.

8.C Staffing Committee and Staffing Plan.

1. **Staffing Committee.** The Staffing Committee shall include equal numbers of positions for Medical Center nurse management and direct care nurses. The Staffing Committee shall include a primary and alternate direct care nurse from each Medical Center nurse specialty or unit, to be selected by the Association. Only equal numbers of Management and direct care nursing staff may vote.

2. **Orientation.** Staffing Committee representatives shall be oriented to the process for staffing plan development, implementation, and evaluation methods. This orientation will be developed and delivered jointly by Nurse Staffing Committee Co-chairs in collaboration with Medical Center Leadership and the Association. The orientation shall be delivered when a new Staffing Committee representative joins the Committee and upon request by a nurse. Time spent in orientation shall be paid time.

3. **Staffing Plan.** The Medical Center Nurse Staffing Committee shall be responsible for the development and implementation of a written Medical Center-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated, and modified by the Staffing Committee.

4. **Documented Review by Unit.** The unit Staffing Committee representative and Unit Leadership will collaborate to develop or revise the unit staffing plan. Proposed changes to a nursing unit's staffing plan shall be reviewed by direct care nurses in the unit prior to a vote of the Medical Center-wide Nurse Staffing Committee. Notice of proposed changes will be provided at least twenty-one (21) days prior to a vote by the Medical Centerwide Nurse Staffing Committee. All feedback received from direct care nurses will be furnished to the Medical Center-wide Nurse Staffing Committee along with the proposed unit staffing plan no later than one (1) week prior to their meeting.

8.D Meal and Break Relief.

1. The Medical Center is responsible for providing meal and rest breaks to nurses (including lactation accommodations) consistent with applicable state law; it is the nurse's responsibility to take them when offered or to escalate their inability to take them to their Charge Nurse/Clinical Coordinator/Lead or Department Leadership. A nurse providing meal and rest coverage must have the unit competencies to provide care and is responsible for assuming care for a nurse's patient assignment so that nurse can take uninterrupted meal and rest periods.

2. For nursing units with eleven (11) or more beds, Charge Nurses'/Clinical Coordinators'/Leads' ability to take patient assignments for the purpose of providing meal and break relief will be discussed and voted on in Staffing Committee.

8.E Core Staffing. Core staffing will be represented in each department's staffing plan and meet the operational needs of the unit (e.g. meal and break relief).

8.F Temporary Staffing Reductions Due to Low Census. The Medical Center maintains responsibility for determining a sufficient number of nurses who have demonstrated the necessary skills to care for the represented patient populations of the Medical Center.

1. **Definitions.**
   a. **Mandatory Absence (MA).** Involuntary cancellation by the Medical Center from a shift which is part of the nurse's FTE. Cancellation may be the entire shift or a portion of a shift.
      i. During an MA all benefits will continue to accrue.

      ii. A nurse may request to be informed if there are any nurses with the same skill working who are not represented by the GSRMC Association.

   b. **Voluntary Absence (VA).** A nurse submits a request for a full and/or partial VA in Kronos to be cancelled out of rotation if the Medical Center must reduce staff. Full shift VAs will be granted prior to partial VAs and only before the shift begins. Partial shift VAs include any hours after the start of the shift, based on patient needs as determined by the Medical Center, and will not be awarded before the start of the shift. All VAs will be awarded based on Kronos time and date stamp. When receiving notification of a VA, a nurse may request to be informed if there is a nurse with the same skill who is not represented by the GSRMC Association working. The first VA per schedule period shall be treated as an MA for benefit accrual purposes. Any additional VAs during that schedule period will not accrue benefits unless the nurse uses PTO. Once a VA is requested, it

cannot be rescinded or declined less than twelve (12) hours prior to the start of the shift. Article 5.F.4 does not apply to VAs.

c. **Mandatory Absence Rotation List.** A list maintained by the Scheduling Office or within the departments for those not supported by the Scheduling Office. Nurses who are given a Mandatory Absence or placed on stand-by status from a shift that is part of their FTE for a total of four (4) or more hours will go to the bottom of the list. A Voluntary Absence (VA) of four (4) or more hours will count if it is part of a nurse's FTE. Charge Nurses, Clinical Coordinators, and Leads will be included in the Mandatory Absence Rotation List. Per Diem Nurses will be included in a rotation list for purposes of cancellation as described below.

d. **Stand-by Status.** In lieu of being cancelled, the Medical Center may offer the nurse to be placed on stand-by for the first four (4) hours of their shift. The nurse will remain available to work and will be compensated at a rate of ten ($10.00) dollars per hour. If a need arises at any time during that four (4) hour period, the nurse will report to work at the original shift's rate of pay for the remainder of the scheduled shift while also receiving the ten dollars ($10.00) per hour for four (4) hours of stand-by regardless of start time. Stand-by hours will count as worked hours and accrue PTO.

2. **Guidelines.** In the event of excess nursing staff numbers, which need to be reduced, the following guidelines will apply:
   a. At least one (1) scheduled nurse from each sub-specialty shall be retained from each shift.

b. In accordance with the above definitions and guidelines, temporary staffing reductions will be done in the following order:

i. Agency/Traveler nurses

ii. Temporary nurses

iii. Non-bargaining unit nurses

iv. Holiday double time

v. Shifts above assigned FTE that are paid at a premium rate, starting with volunteers (VAs)

vi. Overtime situations, starting with VAs, then the person who most recently picked up the shift

vii. Regular staff from a shift that is part of the nurse's FTE paid at a premium rate

viii. VAs from a shift paid at the regular rate of pay

ix. Per Diem Nurses

x. Shifts above assigned FTE paid at the regular rate of pay

xi. Regular staff from a shift that is part of the nurse's FTE at a regular rate of pay on a rotational basis.

c. In the event it is discovered that a cut was made incorrectly, the nurse will be made whole for hours missed.

d. Surgical Services, Ambulatory Infusion, Women and Children's Services, ED, and Mental Health shall follow the above guidelines but rotate solely within their specific units and shifts for purposes of assigning Mandatory Absences.

e. No full-time nurse will mandatorily lose more than twelve (12) cumulative hours per pay period. No part-time nurse will mandatorily lose more than eight (8) cumulative hours per pay period. Voluntary absence hours shall not contribute to the limits identified above. The nurse will be responsible to track their hours and notify the Staffing Office/Nursing Supervisor before a shift if their maximum cut hours will be reached during that shift.

f. Voluntary Scheduled On-Call. Voluntary scheduled on-call is defined as time a nurse volunteers to be available to work outside of regularly scheduled shifts. Voluntary scheduled on-call is compensated as specified in Article 23.F. Once a nurse signs up for voluntary scheduled on-call, they have twenty-four (24) hours to revoke this commitment. Afterward they are committed to the voluntary scheduled on-call period. Once a nurse has been called back, they will not be put back on-call again if they are released before the end of the shift, unless the nurse agrees to remain on-call. Once a nurse has requested to be released from on-call, they waive any further on-call pay for the remainder of the on-call period.

ARTICLE 9. SENIORITY AND LAYOFF

9.A Seniority Definition. Seniority shall mean length of continuous service with the Medical Center as a nurse within the bargaining unit. A new RN Trainee or Intern will be required to enter the bargaining unit upon hire.

Bargaining unit employees who leave or have left a position within the scope of the bargaining unit, but who remain continuously employed with the Medical Center or any associated Samaritan Health Services (SHS) facilities, shall not lose their previously accrued seniority upon return to the bargaining unit. In such instances, the employee shall not accrue seniority during the period of employment outside the bargaining unit.

9.B Loss of Seniority Rights. An employee shall lose all seniority rights for any one (1) or more of the following reasons:

1. Voluntary resignation, unless re-employed within six (6) months. If the employee is re-employed within six (6) months, time out of the bargaining unit shall be deducted out of their accrued seniority;

2. Termination for just cause;

3. Failure to notify the Medical Center within ten (10) days after being recalled from layoff by registered mail, return receipt requested, that the nurse will accept the position offered and/or failure to return to work within four (4) weeks after being recalled, unless due to actual illness or accident or mutually agreed upon; or

4. Layoff for a continuous period of more than one (1) year.

9.C Internal Posting of Vacancies and New Positions. Notices of vacancies and new positions shall be posted online for seven (7) calendar days. The notice shall include the position, shift, unit, minimum qualifications, and FTE. Open positions will be communicated to all

nurses in the unit for which the vacancy or position is posted. Nurses interested in applying for any posted vacancy or new position shall apply electronically to the Medical Center within the above posting period. All current employee applicants who are applying for lateral transfer and meet the posted qualifications shall be afforded an interview. Applicants shall receive a written response advising them of their selection for the position or reason for denial. Until the successful applicant has begun work in the vacancy or new position, the Medical Center may temporarily fill it with a person of its choosing for a period of up to ten (10) weeks or longer, with the consent of the successful applicant.

9.D Seniority Preference.

1. 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

2. Qualified senior nurses who apply shall be given preference for shift and unit vacancies not involving advancement. To override seniority, a substantially more qualified junior nurse or external candidate may be awarded the position if the junior nurse or external candidate is more qualified for the position based upon relevant:

a. Certifications;

b. Educational or workshop credits; or

c. Demonstrated abilities as reflected by experience and performance that exceeds other applicants.

9.E Qualified senior nurses who apply shall be given preference for vacancies involving advancement, provided the specialty certification(s), skills, and abilities of the nurses are equal. The Medical Center shall be the sole judge of the relative skill and ability of the nurse, which judgment shall not be arbitrarily or capriciously exercised. When the Medical Center gives preference to an external or junior applicant, the Medical Center shall first give all internal qualified nurse applicants the opportunity for an interview and shall advise all applicants of their decision in writing.

9.F Seniority dates shall be maintained by the Medical Center and sent to the Association for review monthly.

9.G **Layoff.** Medical Center Management will notify the Association at least twenty-one (21) days prior to initiating a layoff. In the event of a Medical Center-declared 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 Medical Center 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. All job shares will be suspended during the layoff. 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.

2. No bargaining unit positions will be awarded to non-bargaining unit applicants until the conclusion of the layoff or reorganization is completed.

3. All nurses who meet qualifications shall be considered for available positions within the Medical Center. Only nurses in good standing will be considered for advancement.

4. Employees will be paid severance in accordance with the SHS Severance Pay Policy. Nurses will waive recall rights by accepting severance.

5. The Medical Center 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. The list will include department, unit, FTE, and shift. The Association and 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 (2) occasions, or recall rights will be forfeited.

7. The Medical Center will notify the nurse by certified mail and e-mail on file with Human Resources of a position to which the nurse may be recalled.

9.H Reorganization/Restructure.

1. A reorganization/restructure may happen when the Medical Center determines a department(s) or unit(s) needs to be reorganized due to business needs. Should a reorganization take place, the following process will be followed:
   a. The Medical Center will give the Association and affected nurses twenty-one (21) days' notice.

b. The Association may request a meeting, within five (5) days of such notification, with the Medical Center to discuss the need for the reorganization/restructure, process, and timeline.

c. Nurses will be given a current department or unit seniority list.

d. Nurses will have ten (10) days to challenge the seniority date with Human Resources. The nurse must notify both the Association and Human Resources in writing.

e. Nurses will be given the new schedule(s), including FTEs and patterns. Nurses will rank all schedule options based on their primary job classification and will write the phone number where they can be reached during the selection process meeting on the selection paper. Nurses will be awarded positions based on classification and seniority. The Association will be invited to the selection process meeting.

f. Per Diem Nurses may not bid for open positions, nor may they displace any other nurse during this process, regardless of their seniority.

g. The Medical Center will let nurses know of their awarded selection within twenty-four (24) hours.

h. The new schedule will begin at least forty-five (45) days from the selection date.

9.I Department Closure.

1. A department closure is defined as the indefinite closure of a Medical Center department, necessitating a reduction in force of all nurses in the department.

2. If the Medical Center anticipates a department closure, a minimum of ninety (90) days' notice will be given to the Association and potentially impacted nurses detailing purpose and scope of the closure and the likely impacted departments, shifts, and positions. The Medical Center will provide the Association with a list of open RN positions at the Medical Center and at all other Samaritan Health Services facilities. An open position is any position for which the facility is still accepting applications on the date the notice is provided.

3. Within fifteen (15) calendar days of notice to the Associaion, representatives of the Medical Center and the Association will meet to discuss the proposed closure. The Association will be provided an opportunity to make suggestions for alternatives to avoid closure. The Medical Center will review the options suggested by the Association but will not be required to implement any of the suggested options.

4. If after meeting with the Association, the Medical Center determines that a closure is still needed, the nurses in the department(s) to be impacted will be given a definitive notice of department or unit closure a minimum of sixty (60) days before the effective date. The effective date of any department or unit closure will be within the first (1st) week of the month to ensure benefit coverage through the end of the month.

5. Once they have received definitive notice of department or unit closure, impacted nurses shall be given hiring preference for any vacant position within Samaritan Health Services for which they are qualified, unless doing so violates the provisions of a collective bargaining agreement. This hiring preference shall extended until twelve (12) months following a nurse's date of termination.

6. Department or unit closure will trigger the layoff procedure in Article 9.G.

7. A nurse who is laid off due to department closure (including those bumped from a position due to the closure) needs to apply to vacant positions within SHS. If the nurse chooses not to apply to any open nursing position or is not extended an offer after application, the nurse shall receive severance pay equivalent to sixteeen (16) weeks' pay at their FTE and regular hourly rate of pay.

8. The Medical Center agrees to engage in impact bargaining in the event of a department closure.

9.J Assigned Shift. Nurses, other than Per Diem Nurses, will be regarded following orientation as assigned to a specific shift, unless the position held by the nurse was posted as a variable shift. Such nurses shall not be assigned to a different shift except in cases where:

1. they have voluntarily agreed, after completion of the probationary period, to such assignment;

2. they are filling a position which existed prior to September 12, 1980, and which specifically provides for different shifts; or

3. the Medical Center needs a nurse on a different shift, cannot obtain a volunteer and cannot meet the need from the available nurses on that shift. In cases arising under this Section, Article 9.J.3, the Medical Center shall assign the qualified nurse with the least seniority to the shift change for a period no longer than three (3) months (at which point, the Medical Center will assign the next least senior qualified nurse).

ARTICLE 10. EMPLOYMENT STATUS

10.A The Medical Center shall have the right to hire, promote, and transfer nurses except as specifically limited by this Agreement. The Medical Center shall have the right to discipline, suspend, or terminate nurses for just cause.

10.B Nurses shall have the right to a representative to accompany them to any meeting with Managers which they believe may result in disciplinary action. Nurses shall receive copies of any material of an evaluative or disciplinary nature to be placed in the supervisory or personnel files and shall have the opportunity to attach a response to it. Verbal and written corrective actions shall not be considered in future progressive discipline after a period of three (3) years unless there has been another corrective action. If the nurse exhibits the same behavior, performance, or practice again within the three (3) year period, they may be subject to a higher level of corrective action. Final written corrective action will be subject to a five (5) year consideration period. Documented coachings are not included in a nurse's HR file and will not be used for hiring or transfer decisions.

10.C The Medical Center shall notify the impacted nurse when it intends to report the nurse to the Oregon State Board of Nursing (OSBN) in connection with any corrective action.

10.D An introductory nurse employed by the Medical Center shall not become a regular employee until the nurse has been continuously employed for a period of six (6) months.

10.E To be eligible for all accrued side benefits, the nurse shall give as much notice as possible but not less than fourteen (14) calendar days' notice of intended resignation, but the Medical Center will reasonably consider

emergency circumstances which affect the nurse's ability to give the requisite notice.

10.F In the case of layoffs, the Medical Center shall give regular nurses twenty-one (21) calendar days' notice of termination of their employment or, if less notice is given, the Medical Center shall pay the difference between the number of days the nurse would normally work during such period and the number of days actually worked; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are terminated for theft, falsification of records, use of intoxicants or unauthorized drugs at work, abuse of patients, or any other reason constituting just cause.

10.G A regular nurse who feels they have been suspended, disciplined, or terminated without proper cause may present a grievance for consideration under the grievance procedure.

ARTICLE 11. PNCC – EDUCATION PROCESS

11.A Recognition. A Professional Nursing Care Committee (PNCC) shall exist at the Medical Center.

11.B Responsibility. The Medical Center recognizes the responsibility of the PNCC to recommend distribution of education funds related to the practice of nursing. Furthermore, the PNCC will make recommendations to Leadership of the Medical Center regarding additional relevant certifications eligible for certification differential for each department of the Medical Center. Issues or recommendations regarding patient care will be managed through the appropriate committees (e.g. Staffing Committee, Unit Practice Committee, House-wide Practice Committee, and Labor Management Cooperation Committee).

11.C Objectives. The objectives of the PNCC shall be:

1. To constructively consider the practice of nurses related to continuing education funding as outlined in the PNCC Charter, which will be updated within three (3) months of ratification.

2. Facilitate educational opportunities and process continuing education requests and fund distribution in a timely and equitable manner.

3. To be responsible for timely and equitable distribution of continuing education funds and maintenance of records in the Educational Leave Hours and Funding Process as outlined in Article 11.G.

4. To exclude from any discussion contract grievances or any matters involving the interpretation of the Agreement.

11.D **Composition.** The PNCC shall be composed of six (6) nurses from different units employed at the Medical Center and covered by this Agreement and two (2) Management representatives or designees jointly appointed by the Medical Center and Association. The PNCC members shall be elected annually by rotation and in accordance with the PNCC Bylaws/Charter. The PNCC elections shall be conducted by the Association Executive Committee and/or ONA. In the event there are only six (6) nominees, an election will not be held, and the nurses shall be appointed. In the event of a midterm vacancy, the member shall be appointed or selected by the Chair of the PNCC with the majority vote of the PNCC.

11.E **Frequency of Meetings.** The PNCC shall schedule regular meetings no less than quarterly. More frequent meetings can be called for time-sensitive issues that arise. Nurses and Management will make reasonable efforts to relieve the nurses of their duties in order to attend scheduled meetings. Each PNCC member shall be entitled to up to three (3) paid hours per month at the nurse's regular base rate for the purpose of attending PNCC meetings. The PNCC shall prepare an agenda at least one (1) week prior to the meeting and keep minutes of all meetings. Meeting minutes shall be provided to the Association Executive Committee Chairperson and emailed directly to the Vice President of Patient Care Services within one (1) week of each meeting. The PNCC agenda and minutes shall be posted on Samaritan Health Services (SHS) intranet.

11.F **Special Meetings.** The Administration may request special meetings with the PNCC, but such meetings shall not take the place of the regularly scheduled meetings of the PNCC.

11.G Educational Leave Hours and Funding Process.

1. **PNCC Approval Process.** In the interest of improving the practice of nursing, paid educational leave shall be granted for educational opportunities as outlined below:
   a. Paid education hours must be approved by the Staffing Office prior to approval by the PNCC.

   b. Once hours are approved, educational opportunities relevant to the practice of nursing that require funds will be approved by PNCC.

   c. Unless pre-approved by Management, education will not create an overtime situation.

   d. Nurses returning from a paid educational leave may be required to make a written or oral presentation to the nursing staff.

   e. Educational hours will not be required to be taken in order for PNCC funds to be approved for an educational opportunity.

2. **PNCC Funding.** Each year beginning January 1, the Medical Center shall provide seventy-five thousand dollars ($75,000) for approved registration and expense reimbursement.

3. **Paid Education Leave.** During each year ending December 31, each nurse shall, upon request, be entitled to forty (40) hours of educational leave to attend an educational program or sit for examinations leading to certifications or degrees related to nursing. Nurses may use paid educational leave for online learning. One (1) documented CEU earned shall correspond to one (1) hour of paid educational leave. CEUs shall be submitted to the PNCC for verification of available hours prior to completion, except that nurses who receive a Mandatory Absence may complete CEUs during the

Mandatory Absence and submit within the pay period. Mandatory education that is required by the Medical Center will not be deducted from the nurse's paid education leave.

4. The Medical Center agrees to consider approving requests for additional funds above the allotted annual amount for educational purposes on an individual basis.

5. **Funding Priorities.** Funding in order of priority are:
   a. CEUs;

   b. Workshops and conferences;

   c. Certification (if not otherwise paid by the Medical Center) and recertification;

   d. Verifiable paid individual subscriptions to online providers of CEUs, including membership to specialty nurse organizations that provide related CEUs; and

   e. Other education-related expenses if funds remain after November.

6. **Quarterly Report.** The PNCC will provide a report to the Medical Center Vice President of Patient Care Services on the use of the funds quarterly, no later than the fifteenth (15^{th}) of April, July, October, and January. The report shall list total number of nurses utilizing the fund, nurses' names, nurses' home unit, programs being attended, the number of education days utilized, and the total dollar amount expended.

7. **PNCC Paid Time.** PNCC paid time may not exceed twenty (20) hours per month, in addition to paid meeting hours described in Article 11.E, and may not drive overtime. The Medical Center will continue to work with the PNCC to improve access to educational leave and funds forms by creating a streamlined process.

8. **Educational Leave Scheduling.** The Medical Center will make a reasonable effort to arrange scheduling to allow nurses to utilize pre-approved educational leave days.
   a. Nurses utilizing PNCC funds or education hours on an unscheduled day and those who used an even or uneven trade for the educational day do not count against PTO or education quotas.

   b. A Per Diem Nurse may cover a maximum of two (2) full shifts per schedule period on their home unit for another nurse to attend mandatory education. This must occur prior to the posting of the schedule, and credit will be granted towards their required shift(s).

   c. Paid educational leave requests will be governed by the PTO request process.

   d. Nurses may apply to PNCC by November 1 to roll over up to twenty (20) unused education hours to the next calendar year to facilitate participation in larger educational opportunities. Nurses who have available hours to roll over will be approved. Nurses who do not make arrangements to utilize their educational leave within the calendar year or apply to roll over hours shall forfeit such unused leave.

   e. Where possible, PNCC education days should replace regularly scheduled shifts.

f. Online CEUs completed on a contractual holiday will not be approved.

g. Online CEUs completed during a shift are not eligible for PNCC educational leave or funds and must not create an overtime situation.

ARTICLE 12. PARTICIPATION IN COMMITTEES

12.A The Medical Center and Association may recruit nurses to serve on Medical Center committees. The Medical Center will appoint at least one (1) nurse approved by the Association Executive Committee to the following Medical Center committees:

1. Medical Center Safety Committee

2. Emergency Preparedness Committee

3. Infection Control

4. Critical Care Committee

5. Ethics Committee

6. Patient Safety Medication Management Committee

12.B Meeting minutes, including attending committee members, will be accessible, excluding confidential matters, on the Medical Center's intranet.

12.C Nurses and Management will make reasonable efforts to relieve the nurses of their duties in order to attend scheduled meetings. Nurse members of the committee will be compensated at their regular rate of pay for their attendance at meetings. Meeting attendance will not drive contractual overtime or premium pay.

12.D The function of the nurse attending the committee meetings described in Article 12.A shall be to recommend to and review with the Medical Center staff improvements that may be made in rendering the best possible care to patients in the Medical Center and to receive from the Medical Center staff recommendations on the improvement of nursing care. Prior to and

subsequent to each meeting, the nurse should communicate with nursing administration to be advised of problem areas and to share recommendations affecting patient care.

12.E Should the nurse feel the committee was not responsive to the nursing point of view, they may review the problem with the Association Executive Committee, which may in turn review said problem with the Vice President of Patient Care Services.

12.F Committees that evaluate evidence-based nursing practice will recommend policy changes to Management; further, these committees will not engage in practices that are mandatory subjects of bargaining.

ARTICLE 13. LABOR MANAGEMENT COOPERATION COMMITTEE

13.A The Medical Center and Association will participate in a joint Labor Management Cooperation Committee (LMCC). The goal and purpose of the LMCC shall be to foster a more positive and collaborative relationship between the parties by discussing problems, concerns, and ideas. The LMCC is not a substitute for the grievance procedure or contract negotiations; however, the LMCC can contribute to making both more effective forums for constructive resolution of concerns leading to fewer grievances, more expeditious contract negotiations, and the ability to resolve issues which arise during the term of the Collective Bargaining Agreement based on mutual respect and the acknowledgment of each party's legitimate organizational interests.

13.B The LMCC shall be composed of ten (10) members, five (5) from the Association and five (5) from the Medical Center who, by virtue of their positions within their respective organizations, possess the authority to make decisions on behalf of their constituents. The Association members shall be the Association Labor Representative and four (4) nurses selected by the Association Executive Committee, preferably having had contract negotiation experience. The Chairperson of the Association Executive Committee shall be appointed as the Nurse Chair of the LMCC. All members shall be compensated for time spent in LMCC meetings or working on bona fide LMCC projects.

13.C The parties agree to the following:

1. A commitment to the exchange of information including current financials upon request.

2. A commitment to make every reasonable effort to solve problems as they become evident.

3. To meet monthly. Each January a year-long calendar of meetings shall be established by mutual agreement. Both parties agree they may cancel a meeting if agenda items are not presented one (1) week in advance. Meetings may be cancelled and/or rescheduled by mutual agreement.

4. Subject matter experts may be invited as needed to address agenda topics.

5. To furnish written records of LMCC discussions to the Association Bargaining Unit and Nursing Managers by posting minutes on the intranet.

ARTICLE 14. PROFESSIONAL DEVELOPMENT

14.A Evaluation. The Medical Center shall provide counseling and evaluation of the work performance of each nurse covered by this Agreement not less than once per year.

14.B Evaluation of Newly Hired Nurses. Progress of newly employed nurses shall be regularly reviewed with the nurse during the first twelve (12) weeks of employment. An evaluation of this progress will be reviewed with the nurse after twelve (12) weeks. Performance appraisals shall be conducted at least annually according to Medical Center policy.

14.C In-Service Training. The Medical Center shall maintain a continuing in-service education program. The Medical Center shall provide a minimum of eight (8) weeks' advance notice of the programs when feasible. The exception is continuing education programs designed to address information of an urgent or time-sensitive nature. The Medical Center shall seek to schedule the programs on different days of the week during a year. All nurses are encouraged to participate in a minimum of twenty (20) hours per year of in-service training. Such training will be made available to all shifts.

14.D Orientation. The Medical Center shall provide newly hired nurses with orientation to the Medical Center and the assignment for which they were hired. During orientation, such nurse shall not be assigned a full patient load. The Medical Center shall normally provide a two (2)-week orientation period, which may be extended on units with specialty skill requirements or shortened for nurses who have previously been employed by the Medical Center with appropriate experience. A nurse transferred from a regular assignment on one unit to a regular assignment on another unit shall be expected to carry a full patient load as soon as possible, but no later than one (1) week after the transfer; this period may be extended on units with specialty skill requirements.

14.E Tuition Reimbursement. The Tuition Reimbursement Policy of the Medical Center is applicable to all employees and shall apply to nurses. Any changes to this policy will be communicated in writing to the Association. The Medical Center shall provide seventy-five percent (75%) reimbursement for nurses with an FTE 0.8 and above and fifty percent (50%) for nurses with an FTE 0.5-0.79 and Per Diem Nurses who qualify under Article 18.D.

14.F Higher Education. Nurses shall be afforded the option of attending educational programs including the pursuit of a BSN, MSN, or other health care-related degree on a term-by-term basis as unpaid time, subject to the operational efficiencies of the Medical Center and Manager approval.

14.G Mandatory Education. Nurses will be paid for any mandatory educational hours. Every effort shall be made to provide training to all shifts.

1. If a nurse commits to attending a mandatory education class but is a no-show to the class without providing twenty-four (24)-hour notice of cancellation using the home department's appropriate sick call procedure and/or sick call line, PTO may be assessed for the class time missed. A shorter notice period may be allowed without the use of PTO under extenuating circumstances. If the Medical Center makes any changes to the mandatory class, they will be made to notify the nurse by phone or text at least three (3) hours in advance. The nurse is required to meet their FTE through one (1) or a combination of the following options:

a. Contact the Staffing Office to be placed back on the schedule;

b. Use PTO equal to the class;

c. Report to any Samaritan Health Services (SHS) site on the same day to complete additional mandatory education;

d. Report pay will be added by the Medical Center if notice of the change or cancellation was not received from the Medical Center at least three (3) hours in advance; or

e. Take the day unpaid as a Mandatory Absence.

2. Mandatory SHS education must be done either online or at any SHS facility.

3. If a nurse chooses to complete an SHS-offered mandatory competency outside of SHS, PNCC monies will be used (e.g. ACLS or PALS).

4. Nurses must use the time and attendance process to account for all time spent in education.

5. Nurses who attend a required SHS course on a regularly scheduled workday where the class hours are less than the nurse's scheduled work hours may use PTO or take the remaining hours unpaid as a Mandatory Absence (e.g. a twelve (12)-hour nurse who attends an eight (8)-hour course would not be required to use PTO for the remaining four (4) hours). Alternately, the nurse may choose to complete additional mandatory education (Performance Manager) or utilize any PNCC funds available to them for voluntary online education (e.g. CE Direct) to complete their full shift or a portion thereof.

14.H Staff Meetings. Staff meetings will be posted at least two (2) weeks in advance. Nurses will have up to ten (10) days prior to the meeting to notify their Manager of their intent to attend. Units with more than one (1)

shift should have more than one (1) meeting to accommodate participation by nurses on different shifts.

14.I Cross Training. Nurses who are interested in cross training opportunities offered by the Medical Center will complete the Transfer/Cross Training Interest Form and provide it to the appropriate Department Manager(s). Nurses will be given preferences for such training on a seniority basis once approved by their current Manager.

14.J Training to Specialties. Nurses who are interested in training to specialties within their department will make this interest known to their supervisor. Nurses will be given preference for such training based on skillset, hours scheduled, and seniority. Other criteria for selecting nurses for training to a specialty will be established at the department level and be clearly communicated to nurses.

14.K Educational Day Quotas. Unless specified differently elsewhere in this Agreement, at least one (1) additional nurse per unit per twenty-four (24) hour period will be granted an educational day, above the master list for vacation requests, prior to the schedule being published. Education done while on Mandatory Absence will not be denied. The nurse must provide documentation of attendance or completion for approved education days. Unverified attendance will result in unplanned hours unless the absence was due to a reason protected by FMLA, OFLA, PLO, or OSL.

ARTICLE 15. NO STRIKE/NO LOCKOUT

In view of the importance of the operation of the Medical Center's facilities to the community, the Medical Center and the Association agree that there shall be no lockouts by the Medical Center and no strikes, sympathy strikes, or other interruptions of work by the Association, its officers, agents, representatives, or the nurses during the term of this Agreement.

ARTICLE 16 GRIEVANCE PROCEDURE

16.A Problems arising in connection with the application or interpretation of the Agreement shall be submitted as a grievance in accordance with the procedures of this Article; provided however it is the express intent of the parties that grievances be adjusted informally whenever possible and at the first (1st) level of supervision. The time limits contained in this procedure may be extended by mutual agreement of the Medical Center and the Association. Grievances may be, by mutual consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

Termination grievances must be filed in writing within the first fourteen (14) days following the termination and shall be initially filed with the Vice President of Patient Care Services or designee.

1. **Step One.** The employee shall first submit a written grievance, signed by the employee directly involved in the occurrence on which the grievance is based, to their Assistant Department Manager (ADM) within fourteen (14) days of the time when the employee should reasonably have known of the occurrence on which the grievance is based, but in any event within forty-five (45) days following the occurrence of the matter being grieved. The ADM will discuss the matter with the nurse.

2. **Step Two.** If a satisfactory agreement is not reached within fourteen (14) days of the discussion at Step One, the employee shall have fourteen (14) additional days to reduce the grievance to writing and submit it to the Department Manager (unless the Department Manager heard the grievance at Step One, in which case the nurse should proceed to Step Three).

The Association may initiate a grievance and direct it initially to the Department Manager if the issue affects the rights or benefits of a group of nurses within the same department.

The Department Manager will meet with the nurse to consider the grievance within fourteen (14) days. The Department Manager will respond to the grievance, in writing, within fourteen (14) days of the Step Two meeting.

3. **Step Three.** If the grievant is not satisfied with the Department Manager's response or has not received a response within the timeframes set forth above, the employee shall have fourteen (14) additional days to reduce the grievance to writing and submit it to the Vice President of Patient Care Services who shall endeavor to settle the complaint. Within fourteen (14) days after presentation of the grievance to the Vice President of Patient Care Services, the parties shall schedule a meeting to be held at a mutually convenient time (which may be outside the fourteen (14) day period) to attempt to resolve the matter. The Vice President of Patient Care Services shall issue a written response to the grievant and the Association within fourteen (14) days following the meeting.

   The Association may initiate a grievance and direct it initially to the Vice President of Patient Care Services if the issue affects the rights or benefits of a group of nurses across multiple departments within the bargaining unit.

4. **Step Four.** If the grievant is not satisfied with the resolution at Step Three, they shall have fourteen (14) additional days to refer the written grievance to the Medical Center President/CEO or designee. A meeting with the Medical Center President/CEO or designee will be held within fourteen (14) days of receipt of the referral. The

President/CEO will issue a written response to the grievant and the Association within fourteen (14) days following such meeting.

5. **Step Five.** If the issue is not resolved at the President/CEO level, then the Association may, within fourteen (14) days of the President's/CEO's decision, request that the Medical Center participate in non-binding mediation through the Federal Mediation and Conciliation Service. If the Medical Center does not agree to mediation or if mediation does not result in resolution of the grievance, the Association may, within fourteen (14) days of the Medical Center's decision not to participate in mediation or within fourteen (14) days of the mediation session, refer the grievance to a neutral party selected from a list of names supplied by the Federal Mediation and Conciliation Service. The decision of the neutral party as arbitrator shall be binding upon the parties and each party shall pay one-half (½) of the arbitrator's fee. The arbitrator shall not have authority to add to, modify, or detract from the provisions of this Agreement.

6. Only disciplinary grievances may be placed in a nurse's personnel file.

16.B As used in this Article, days shall mean calendar days.

ARTICLE 17. RETIREMENT PLAN

17.A Samaritan Health Services Retirement Plan (401a).

Nurses will participate in accordance with the terms of the Samaritan Health Services Retirement Plan (401a) which will include a contribution by the Medical Center of four percent (4%) of eligible compensation.

17.B Samaritan Health Services Tax Shelter Annuity (TSA/403b).

The Medical Center will provide TSA benefit for all nurses who are legally eligible to participate. The TSA program provided as part of the Samaritan Health Services Tax Sheltered Annuity will permit eligible employees to contribute up to a maximum allowable by applicable law.

17.C Medical Center Match to the Samaritan Health Services TSA/403b.

1. For nurses hired on or before September 6, 2013, the Medical Center will match the contribution of eligible nurses up to three (3%) percent of gross pay.

2. For nurses hired after September 6, 2013, the Medical Center will match the contribution of the eligible nurses up to two (2%) percent of gross pay. For nurses hired after September 6, 2013, the Medical Center will increase the match of the contribution of eligible nurses up to three percent (3%) of gross pay once the nurse has completed fifteen (15) consecutive years of Samaritan Health Services (SHS) employment.

17.D Defined Benefit Plans. Nurses enrolled in the sunsetting Defined Benefit Plans may continue to participate in that plan, with the designated Samaritan Health Services carriers.

17.E Retirement Plan Changes. If the Medical Center changes the Samaritan Health Services Retirement Plan during the term of this Agreement, the Association will be provided at least thirty (30) days' notice of the change, and nurses will be eligible to participate in the new benefit.

ARTICLE 18. HEALTH AND WELFARE

18.A Plan Eligibility. Each full-time and part-time nurse who is regularly scheduled to work at least twenty (20) hours per week may participate in one of the Medical Center's health and welfare plans, in accordance with their terms, as selected by the employee. The plans shall provide medical, dental, employee and dependent life, accidental death and dismemberment, long-term disability, and vision insurance.

18.B Minimum Standards. During the term of this Agreement, the Medical Center will continue to provide such plans made available to all employees or will provide similar plans if it establishes them in place of such plans. If the Medical Center makes any revisions to the plans, the Association will be given thirty (30) days' notice.

18.C Opt-Out. Nurses may opt out of the medical/pharmacy benefits with proof of other insurance. Such proof must be provided annually. Opt-out employees will receive fifty-five dollars and thirty-nine cents ($55.39) per pay period.

18.D Per Diem Nurse Eligibility. Nurses who for the previous six (6) months have on average worked forty (40) hours or more per pay period in a Per Diem Nurse position will, upon request, be granted benefits of a regular FTE, with the exception of paid time off (PTO), appropriate to the number of hours worked. These nurses will forfeit the Per Diem Nurse differential in lieu of those benefits. Nurses must maintain the forty (40) hours per pay period average which will be reviewed on a bi-annual basis in order to remain eligible for benefits. Participating nurses who do not maintain the forty (40) hour per pay period average shall be notified no less than thirty (30) days prior to loss of benefits.

18.E Premium Rate Determination. The employee's contribution rate will be the same as the rest of the majority of the Medical Center's employees, provided, however, that the Health and Welfare Plan premium changes do not exceed the parameters listed below:

1. No increase to premiums in plan year 2026.

2. Premiums will not increase by more than three percent (3%) in plan year 2027.

3. Premiums will not increase by more than five percent (5%) in plan year 2028.

18.F Life Insurance and Long-Term Disability. During the term of this Agreement, nurses will participate in the life insurance and long-term disability plan as in accordance with the provisions of the Samaritan Health Services (SHS) plan. During the term of this Agreement, nurses may also participate in the voluntary insurance plans in accordance with the provisions in the SHS plan.

18.G Short-Term Disability. During the term of this Agreement, nurses may participate in the short-term disability insurance plan according to the provisions of the short-term disability plan provided by SHS. The opportunity to elect short-term disability will be available at least annually.

18.H Employee Health Requirements. At the time of employment and annually thereafter, each nurse must fulfill Employee Health requirements.

18.I Health Savings Account (HSA). Nurses who are covered under a High-Deductible Health Plan may participate in a Health Savings Account (HSA) that will allow the pre-tax payment of unreimbursed medical expenses such as deductibles, copays, prescriptions, etc.

18.J Laboratory Examinations and Immunizations. Laboratory tests, medical examinations, and immunizations, when indicated because of exposure to communicable disease during the course of employment at the Medical Center, shall be provided by the Medical Center at no cost to the nurse.

ARTICLE 19. SEPARABILITY

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

ARTICLE 20. SUCESSORS

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

ARTICLE 21. PERIOPERATIVE SERVICES PROVISIONS

21.A The Perioperative Services Department shall be comprised of the following units: Main Operating Room (OR), Post Anesthesia Care Unit (PACU), Cardiac Cath Lab, Interventional Care, Pre-op Clinic, Short Stay (Ambulatory Surgery), and the Ambulatory Surgery Center (ASC-OR and ASC Pre-Post. A nurse's home unit is the unit a nurse is hired into.

21.B Floating. Perioperative Services nurses may be floated to units within Perioperative Services and will not be assigned outside of Perioperative Services to take a patient care assignment.

1. Nurses floating within Perioperative Services outside of their home unit at the request of the Medical Center, including as Helping Hands, will receive float differential (as listed in Article 23.D.4).

2. Nurses will be floated in accordance with Perioperative Services floating guidelines.

3. Nurses may volunteer to be floated outside of Perioperative Services and take a patient care assignment provided they are appropriately trained and qualified.

4. Any nurse being floated from their home unit will be oriented to the new unit's physical environment and care of the patient population, if taking a patient care assignment.

21.C On-Call.

1. Definition. The on-call period is the period of time when a nurse is on-call for the Medical Center.

2. On-call is required for nurses covered by this Section with the exception of:

a. Pre-op Clinic;

b. Per Diem;

c. Night shift nurse in the Main OR and PACU; and

d. Ambulatory Surgery Center (ASB) Pre-Post.

3. Nurses without a call obligation may volunteer to be scheduled for on-call.

4. Any Perioperative Services nurse, regardless of FTE or home unit, may volunteer to take additional call outside of their home unit, provided they are appropriately trained and qualified. These call hours will not count toward any call obligations for their home unit.

5. Nurses are on-call for the unit they voluntarily or mandatorily took call for. On-call nurses may not be called back or floated to cover needs in a unit other than the unit the nurse is on-call for, unless the nurse agrees to do so.

6. Once the schedule is published, the nurse is committed to call periods they previously picked up and may not retract them. For call picked up after the schedule is published, a nurse has twenty-four (24) hours to retract the call period after which the nurse is committed to those hours. This twenty-four (24) hour retraction does not apply to orphan call.

7. Late case coverage for Ambulatory Surgery Center (ASB) is addressed below in Article 21.D.3.

8. An on-call nurse is required by the Medical Center to report to work within thirty (30) minutes from the time the Medical Center initiates the contact.

9. If a Per Diem Nurse schedules themselves for on-call hours, they will get hour for hour equal credit towards required shifts on the next schedule period for any callback hours worked.

10. Perioperative Services Orphan Call.

a. Nurses who pick up an orphan call period (previously assigned on-call hours which have become available due to illness, injury, termination, or resignation) shall be compensated for those on-call hours at a rate of triple (tier 3) the on-call rate per on-call hour to run concurrently with callback pay.

b. If no one volunteers to take the orphan call, it will be assigned on a rotational basis with consideration given to extenuating circumstances.

21.D Perioperative Services On-Call.

1. Main OR On-Call. Main OR nurses equitably share the number of required call hours for their respective teams (e.g. General Call, Cardiac Team, Neuro Team) proportionate to their FTE.

a. The total number of required call hours may vary according to the number of nurses within each specialty team available to take call.

b. Volunteers may arrange additional on-call hours or trades with co-workers from their unit in accordance with Medical Center policy. However, in situations where a voluntary trade will result in additional overtime liability, Management and the Staffing Office will be notified via email. If the Manager has a concern about the trade, they will follow up with the nurse.

c. Voluntary additional call hours, if any, shall not be considered under the proportionality rule.

d. Call will be paid according to Appendix C and Appendix F.

2. **Short Stay and PACU On-Call.** Short Stay (Ambulatory Surgery) and PACU nurses shall pick up call periods voluntarily per the Schedule of Schedules. Nurses who do not voluntarily pick up their equal hours of call per the Schedule of Schedules will have it assigned by the Staffing Office and will be notified of their call assignments.
   a. The total number of required call hours may vary according to the number of nurses available to take call.

   b. Volunteers may arrange additional on-call hours or trades with co-workers from their unit in accordance with Medical Center policy. However, in situations where a voluntary trade will result in additional overtime liability, Management and the Staffing Office will be notified via email. If the Manager has a concern about the trade, they will follow up with the nurse.

   c. Voluntary additional call hours, if any, shall not be considered part of the equal division.

   d. Call will be paid according to Appendix C.

3. **Ambulatory Surgery Center (ASB) Late Case Coverage.**
   a. Applicable perioperative scheduling policies will be followed.

   b. The Medical Center will staff and organize the department to provide appropriate coverage.

   c. For rare occurrences of unforeseen circumstances where surgical cases extend past the scheduled block time (which shall be no later than 1730) related to medical emergencies, ASB OR will post call periods. Call periods are Monday through Friday 1730-2030. Only one (1) nurse is required to be on-call for each

call period. ASB OR nurses shall self-schedule call periods per the Schedule of Schedules. Required call periods that are not picked up two (2) weeks prior to the first day of the schedule period shall be mandatorily assigned on a rotational basis as determined by nurses in the unit.

d. For ASB Pre-Post, the Nursing Supervisor may be contacted to facilitate patient coverage options, if needed.

e. If service expansion occurs and if late case coverage needs to be adjusted, the Medical Center will discuss with the Association.

f. If the on-call nurse is required to work beyond their scheduled shift, the nurse will be paid in accordance with callback procedures. The nurse may not be assigned any additional work beyond completing the late case while on such callback.

g. Ambulatory Surgery Center (ASB) is closed on recognized holidays and does not take mandatory call, except as described in Article 21.D.3.c. Nurses may volunteer to take call.

4. Cardiac Cath Lab. Cardiac Cath Lab nurses share the number of required call hours for their team.

a. The total number of required call hours may vary according to the number of nurses available to take call.

b. Volunteers may arrange additional on-call hours or trades with co-workers from their unit in accordance with Medical Center policy. However, in situations where a voluntary trade will result in additional overtime liability, Management will be notified via email. If the Manager has a concern about the trade, they will follow up with the nurse.

c. Voluntary additional call hours, if any, shall not be considered part of the equal division.

d. Call will be paid according to Appendix C.

5. Interventional Care Late Case Coverage.

a. Interventional Care nurses take required call. Required call periods are Monday through Friday 1900-2200. Only one (1) nurse is required to be on-call for each call period. Once Interventional Care is staffed for extended hours, required call periods will only be Friday 1900-2200.

b. Interventional Care nurses shall self-schedule call periods per the Schedule of Schedules. Call periods that are not picked up two (2) weeks prior to the first day of the schedule period shall be mandatorily assigned on a rotational basis as determined by nurses in the unit.

c. Nurses can volunteer to stay late to cover late cases, but the call nurse will be offered the hours first.

6. If a nurse is called back to work during their on-call hours, the nurse shall be given no less than three (3) hours of work or equivalent pay for each such callback. If the on-call nurse is required to work beyond their scheduled shift, the nurse will be paid in accordance with callback procedures.

7. A nurse who is called back to work while on-call shall check with one (1) of the following people in charge: Department Manager, Assistant Department Manager, Shift Supervisor, Clinical Coordinator, or Nursing Supervisor before leaving the Medical Center.

21.E No Rest Overtime.

1. A nurse who has worked any combination of hours, including callback or scheduled hours, such that the nurse has not received ten (10) consecutive hours off may:

a. Self-cancel and not work the next regularly scheduled shift before that shift begins in accordance with the established call-off process in Article 5. The nurse may request not to use PTO; or

b. Request to be excused from the beginning of the next regularly scheduled shift to rest and then report to work later, unless the department is overstaffed and placing nurses on Mandatory Absence. If the request is granted, when the nurse returns to the shift, the nurse will be paid No Rest Overtime, if applicable; or

c. Choose to work the shift and be paid one and one-half (1 ½) times the nurse's base hourly rate of pay.

d. All subsequent hours will be paid at No Rest Overtime until the nurse has had ten (10) hours of rest.

2. In the event of a reduction in force in that unit and shift, a nurse working under Article 21.E.1.c above will be cut in accordance with Article 8 Staffing or given the option to go straight time for the remainder of the shift to maintain their FTE.

3. Holiday coverage hours (both on-call and in-house) and all on-call hours (including those of Per Diem Nurses) are not considered self-scheduling for the purpose of exempting the hours from triggering the No Rest Overtime rule.

21.F Callback Mandatory Absence. If a nurse qualified for No Rest Overtime and is assigned a Mandatory Absence and does not complete their regularly scheduled shift, the nurse will be paid one-half (½) the nurse's hourly base rate per hour for the remaining hours of the nurse's regularly scheduled shift.

21.G Holidays.

1. An ongoing rotational holiday coverage schedule will be established in writing by each individual unit within Perioperative Services.

2. Compensation for holiday hours is located in Article 5.E Holidays and Article 23.K Extra Holidays.

3. The unit will have an opportunity to review and provide input on the holiday rotation schedule, including Per Diem Nurses.

21.H Terminology. The Parties agree that changing from the terminology of call shifts to call periods does not alter the interpretation of existing provisions of the Collective Bargaining Agreement.

ARTICLE 22. GSRMC CENTER FOR WOMEN AND FAMILIES CLOSED UNIT

22.A. Provisions. This Article covers Registered Nurses from the Center for Women and Families (also referred to as LDRP) who work on the fourth (4^{th}) floor, which includes the following specialties/patient types: Labor and Delivery, Special Care Nursery, Pediatrics, Mother-Baby (Postpartum), and female Medical/Surgical overflow care.

22.B. Closed Unit. The Center for Women and Families is a closed unit. All nurses hired into the department are trained to care for Mother-Baby couplets and female Medical/Surgical patients. Nurses are additionally expected to train and work in a minimum of one (1) additional specialty area of the department: Labor and Delivery (including OR circulation and PACU for fourth (4^{th}) floor surgeries), Special Care Nursery, or Pediatrics.

1. **Floating.** Nurse staff do not float out of the department to other departments, with two (2) exceptions:
   - **a.** A nurse may be asked to be a second (2nd) nurse in the PACU after hours; and
   - **b.** A nurse may be asked to float to another unit to care for pediatric patients not directly housed on the fourth (4th) floor. Closed Unit status will not preclude the fourth (4th) floor staff nurse from voluntarily floating to another department to act as Helping Hands. A nurse may also voluntarily pick up a shift in another department if they are appropriately trained and oriented. Maintaining competence in other areas is the nurse's responsibility.
2. **Floating of Other Staff.** Nurses from another department will not float to the fourth (4th) floor unless they volunteer to do so. Exceptions include (1) Perioperative Services nurse circulator coverage when an emergent need arises due to a sick call/absence

and/or acuity of patients and (2) an OR scrub-trained staff member may float to the fourth (4^{th}) floor to cover the OR for complex cases.

22.C. Call. All nurses employed in the department are required to take call.

1. FTE nurses will pick up the required number of call periods in addition to their regularly scheduled shifts.

2. Per Diem Nurses will pick up the required number of call periods in addition to their required minimum shifts per schedule period.

3. Required call hours may vary depending on the needs of the department. Call is calculated based on one-hundred twelve (112) call assignments per schedule period divided by the number of available nurses for the schedule period. When the division of the one-hundred twelve (112) call assignments among available nurses does not result in the same number of call shifts per nurse, the individuals assigned to pick up the higher number of call shifts will rotate. For example, if five (5) nurses must pick up an additional six (6) hours in order to cover all the call periods, the five (5) nurses assigned will rotate each schedule period. Voluntarily picking up an additional call period beyond the assigned number in a schedule period will move that nurse to the bottom of the assigned rotation list.

4. The call shifts will be posted via the electronic scheduling program following the department Schedule of Schedules.

5. Staff will pick up call periods, allowing nurses to be able to schedule their required call periods around their scheduled work dates.

a. Call periods may be picked up to follow one another or on different days/times to equal the required hours.

b. Staff may not pick up a call period that potentially creates No Rest Overtime (Article 5.C).

6. If a nurse does not pick up their required call, their call hours will be assigned to them on the Monday following the week of call pick-up. Call will not be assigned on dates when a nurse is using PTO, has designated on the electronic schedule they are unavailable, or when they are on approved leave from work. Marking oneself unavailable does not alleviate the call requirement. Nurses will not be assigned a call period within ten (10) hours of the start or end of a previously scheduled work shift unless the nurse agrees.

7. Nurses with over two (2) weeks and less than three (3) weeks of approved PTO within the schedule period may request in writing to the Staffing Office one (1) week prior to call pick-up to reduce their required on-call time up to fifty percent (50%) of their call quota.

8. Nurses with three (3) or more weeks of approved PTO within the schedule period may request in writing to the Staffing Office one (1) week prior to call pick-up to eliminate their requirement for that schedule period.

22.D. Holidays. An ongoing rotational holiday schedule is followed for the major holidays, including: Thanksgiving, Christmas Eve, and Christmas Day for all nurse staff.

1. All nurses will be scheduled to work holidays as outlined below. All assigned holiday shifts will be during the shift appropriate to the RN's position (i.e. day, night, variable) unless a different shift is requested by the nurse or they voluntarily agree to switch. Shifts that count for holiday assignments are those shifts that start at 0630/0700 and 1830/1900 on the calendar holiday date.

2. All nurses are divided into three (3) different holiday groups (A, B, C) determined by Leadership, taking skill mix and experience into account. Periodic adjustments may need to occur to accommodate skill mix.

a. Groups will rotate between the following:

i. Thanksgiving Day/Thanksgiving Night

ii. Christmas Eve Day/Christmas Eve Night and Christmas Day/Christmas Day Night

iii. Holidays off

b. There is no required call on these days.

c. Blackout dates for PTO are only on the week of the holiday. PTO will be granted for holiday weeks when the holiday schedule is released.

Examples:

2026 Holidays

Group A – Thanksgiving

Group B – Christmas Eve & Day

Group C – Off

2027 Holidays

Group A – Christmas Eve & Day

Group B – Off

Group C – Thanksgiving

2028 Holidays

Group A – Off

Group B – Thanksgiving

Group C – Christmas Eve & Day

d. Pattern shifts will not apply on Thanksgiving Day, Christmas Eve, and Christmas Day. If a holiday assignment will place a nurse above their FTE, they may be removed from a shift on another date that pay period as a self-trade at the nurse's request and approved by Department Leadership. If the nurse requests to keep their pattern shifts in addition to the added holiday assignment, one (1) of the pattern shifts will be considered an extra shift, as long as all hours are worked, and will be paid accordingly. If a nurse is removed from a holiday shift that will result in them being below their FTE, they may request to be added to the schedule on another day that week to meet their FTE.

e. All other holidays are scheduled according to regular schedule patterns. Nurses are encouraged to request PTO or find coverage from coworkers for other holidays if desired.

3. The Medical Center will make all reasonable attempts to assign the holiday week schedules as follows:

a. Thanksgiving week no later than June 30 each year; and

b. Christmas week no later than July 31 each year.

22.E. Nurses new to the department will be assigned for their initial holiday group according to department needs and then will rotate accordingly.

ARTICLE 23. COMPENSATION

23.A. Step System of Pay. The wage scale is composed of a series of progressing steps established to recognize experience and length of service. There will be a years-of-service requirement to move to a higher wage step after new hire initial step placement, ending with a thirty-five (35) years-of-experience step.

1. Credit for Prior Experience. New hires and transfers into the bargaining unit will be given year-for-year credit for prior experience toward step placement for recent related experience in an acute care setting or related experience in a non-acute care setting, at the discretion of the Medical Center (e.g. RN at a stand-alone surgical center). If the nurse has ten (10) months or more of applicable experience, as outlined above, it will count as one (1) year. For example, two (2) years and ten (10) months shall count as three (3) years' experience. Other RN experience will be credited as one (1) year of credit for every two (2) years of experience. New hires and transfers will be placed at the wage step corresponding to their credited years of prior experience.

2. Step Progression. Once a nurse is placed on the Medical Center wage scale, the years-of-service rule will govern their progression through the scale. A nurse shall meet the years-of-service requirement and move to the next step if the nurse is employed twelve (12) months.

23.B. Step Correction. Nurses employed at the time of ratification shall have the opportunity to submit a request to review their step placement to include credited years of prior experience or adjustments for rounding. This review will credit prior experience and years of service for existing nurses in the same manner that credited years of experience and years of service shall be calculated moving forward under this Article. Nurses shall have thirty (30) days after the date of ratification to submit for review, and

the review will be completed within ninety (90) days. Any adjustments to step placement will be effective retroactive to Agreement ratification date.

23.C. Wages. The following wage rates will apply to nurses:

1. Effective July 14, 2025, the wage at every step of the scale shall increase by fourteen percent (14%). If ratification is not complete by July 14, 2025, increased wages shall be paid retroactive to July 14, 2025.

2. Effective July 13, 2026, the wage at every step of the scale shall increase by four percent (4%).

3. Effective July 12, 2027, the wage at every step of the scale shall increase by four percent (4%).

Good Samaritan Regional Medical Center ONA Wage Table							
Years of Experience	Pre-Ratification		Effective July 14, 2025-June 30, 2028				
	Step	7/1/2024	Step	7/14/2025	7/13/2026	7/12/2027	Step (%)
0	Step 1	$46.84	Step 1	$53.40	$55.53	$57.75	--
1	Step 2	$48.24	Step 2	$54.99	$57.19	$59.48	3.0%
2	Step 3	$49.69	Step 3	$56.65	$58.91	$61.27	3.0%
3	Step 4	$51.18	Step 4	$58.35	$60.68	$63.11	3.0%
4	Step 5	$52.71	Step 5	$60.09	$62.49	$64.99	3.0%
5	Step 6	$54.30	Step 6	$61.90	$64.38	$66.95	3.0%
6	Step 7	$55.93	Step 7	$63.76	$66.31	$68.96	3.0%
7	Step 8	$57.60	Step 8	$65.66	$68.29	$71.02	3.0%
8	Step 8	$57.60	Step 9	$66.66	$69.32	$72.09	1.5%
9	Step 9	$59.33	Step 10	$67.64	$70.34	$73.16	1.5%
10	Step 9	$59.33	Step 11	$68.65	$71.40	$74.25	1.5%
11	Step 10	$61.11	Step 12	$69.67	$72.45	$75.35	1.5%
12	Step 10	$61.11	Step 13	$70.71	$73.54	$76.48	1.5%
13	Step 11	$62.94	Step 14	$71.75	$74.62	$77.61	1.5%
14	Step 11	$62.94	Step 15	$72.83	$75.75	$78.78	1.5%
15	Step 12	$64.83	Step 16	$73.91	$76.86	$79.94	1.5%
16	Step 12	$64.83	Step 17	$74.35	$77.32	$80.42	0.6%
17	Step 12	$64.83	Step 18	$74.80	$77.79	$80.90	0.6%
18	Step 12	$64.83	Step 19	$75.24	$78.25	$81.38	0.6%
19	Step 12	$64.83	Step 20	$75.68	$78.71	$81.86	0.6%
20	Step 13	$66.78	Step 21	$76.13	$79.17	$82.34	0.6%
21	Step 13	$66.78	Step 22	$76.59	$79.65	$82.83	0.6%
22	Step 13	$66.78	Step 23	$77.04	$80.12	$83.33	0.6%
23	Step 13	$66.78	Step 24	$77.50	$80.60	$83.82	0.6%
24	Step 13	$66.78	Step 25	$77.95	$81.07	$84.31	0.6%
25	Step 14	$68.78	Step 26	$78.41	$81.55	$84.81	0.6%
26	Step 15	$69.19	Step 27	$78.88	$82.03	$85.31	0.6%
27	Step 16	$69.61	Step 28	$79.36	$82.53	$85.83	0.6%
28	Step 17	$70.03	Step 29	$79.83	$83.03	$86.35	0.6%
29	Step 18	$70.45	Step 30	$80.31	$83.53	$86.87	0.6%
30	Step 19	$70.87	Step 31	$80.79	$84.02	$87.38	0.3%
31	Step 20	$71.08	Step 32	$81.03	$84.27	$87.64	0.3%
32	Step 21	$71.29	Step 33	$81.27	$84.52	$87.90	0.3%
33	Step 22	$71.51	Step 34	$81.52	$84.78	$88.17	0.3%
34	Step 23	$71.72	Step 35	$81.76	$85.03	$88.43	0.3%
35	Step 24	$71.94	Step 36	$82.01	$85.29	$88.70	0.3%

23.D. Differentials. Nurses shall receive the following:

1. Preceptor Differential. A three percent (3%) increase on the nurse's base wage rate for all hours worked shall be applied if the nurse is a routine and satisfactory preceptor and has completed the annual preceptor training.

2. Certification Differential.

a. A three percent (3%) increase on the nurse's base wage rate for all hours worked shall be applied if the nurse has tested for and passed a nationally recognized nursing certification applicable to their current position.

b. An additional one percent (1%) increase on the nurse's base wage rate for all hours worked shall be applied if the nurse has tested for and passed a second (2nd) nationally recognized nursing certification applicable to their current position.

c. The PNCC will make recommendations to Leadership regarding the addition of relevant certifications eligible for the certification differential.

d. The differential will commence the first (1st) day of the pay period following the date that written evidence of the passing test score is received by the Medical Center Human Resources office. A copy of the certification must be submitted to the Medical Center Human Resources office within the following three (3) months, or the differential will be discontinued. It is the nurse's responsibility to provide evidence of certification renewals to the Medical Center Human Resources office. If evidence is not provided, the differential will be automatically discontinued on date of expiration on file in Human Resources.

3. **BSN/MSN/Doctorate Differential.** A three percent (3%) differential will be added to the base hourly wage for all hours worked for those nurses who have a BSN degree. A four percent (4%) differential will be added to the base hourly wage for all hours worked for those nurses who have an MSN or Doctorate degree. Nurses will be eligible for only one (1) advanced degree differential. BSN/MSN/Doctorate diploma or transcripts must be received in the Medical Center Human Resources office for differential to begin. Differential will begin the first (1st) day of the first (1st) pay period following receipt by the Medical Center Human Resources office.

4. **Float Differential.** Nurses who float outside of their designated department, at the request of the Medical Center, including as Helping Hands, will receive an additional two dollars ($2.00) per hour for hours spent floating. The nurse should complete a labor level transfer at the clock to receive this differential; reasonable exceptions requested within the current pay period may be granted by Department Leadership. Individual departments may create a list of volunteers interested in floating. Once skill mix has been addressed, these nurses will float in accordance with department floating guidelines. For floating differential, Perioperative Services nurses should refer to Article 21.B.

5. **Evening/Mid-Shift Differential.** Evening/mid-shift is considered to be between 1500 and 2300. An amount equal to six percent (6%) of the applicable rate of pay under Article 23.C shall be paid to nurses when they work a shift or callback where the majority of hours fall within the evening/mid-shift. At the request of the nurse, evening/mid-shift differential shall be paid when the worked hours of the shift change as requested or approved by the Medical Center (e.g. MA, VA, education, shift trades) if the majority of hours worked would have otherwise fallen into the evening/mid-shift zone.

6. **Night Shift Differential.** Night shift is considered to be between 2300 and 0700. Night shift differential shall be paid to nurses when they work a shift or callback where the majority of hours fall within the night shift. This differential will apply as follows:

Wage Scale Step	Differential
Step 1	12.5%
Step 2 – 6	15%
Step 7 – 10	17.5%
Step 11 – 36	20%

At the request of the nurse, night shift differential shall be paid when the worked hours of the shift change as requested or approved by the Medical Center (e.g. MA, VA, education, shift trades) if the majority of hours worked would have otherwise fallen into the night shift zone.

7. **Weekend Differential.** For any shift predominately worked on a weekend (as defined in Article 5.D), the nurse shall be compensated an additional five percent (5%) per hour in addition to any other applicable differentials. Effective October 20, 2025, nurses shall be compensated an additional five percent (5%) per hour for actual hours worked on a weekend between 1900 Friday and 0700 Monday.

8. **Clinical Coordinator/Charge Nurse/Lead Differential:** Primary Clinical Coordinators/Charge Nurses/Leads shall receive a differential of six percent (6%) of the nurse's regular rate of pay for all compensated hours. This differential is reflected in the base rate of pay for Primary Clinical Coordinators/Charge Nurses/Leads, and all other percentage-based premiums are calculated from that base rate of pay. A nurse working in a relief capacity shall receive a differential of six percent (6%) of the nurse's regular rate of pay for all hours worked in this capacity.

9. **Resource Nurse Differential.** Resource Nurses shall receive a differential of four point five percent (4.5%) above the nurse's regular rate of pay for all compensated hours. This differential is reflected in the base rate of pay for Resource Nurses, and all other percentage-based premiums are calculated from that base rate of pay. A nurse working in a relief capacity shall receive a differential of four point five percent (4.5%) of the nurse's regular rate of pay for all hours worked in this capacity.

10. **Per Diem Differential.** Per Diem Nurses shall be paid a differential in addition to their regular rate of pay in lieu of insurance benefits and PTO accrual (other than Oregon Sick Leave).

    a. Effective the first (1st) pay period following ratification, Per Diem differential will be nine percent (9%).

    b. Effective July 13, 2026, Per Diem differential will be twelve percent (12%).

    c. Effective July 12, 2027, Per Diem differential will be fifteen percent (15%).

11. **Bilingual Differential.** Nurses will be eligible for a bilingual differential per Samaritan Health Services (SHS) policy.

23.E. Temporary Assignment. A nurse temporarily assigned to a higher position for four (4) or more hours shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position or the next higher regular rate of pay, whichever is greater.

23.F. On-call. On-call hours shall be paid at the contractual call rate (CCR) of seven dollars and fifty cents ($7.50) for each on-call hour with nine dollars ($9.00) per hour for hours scheduled on-call on recognized holidays. If a nurse is called back to work from on-call, the nurse will receive on-call

pay and one and one half (1½) times their base rate of pay plus shift differential, if applicable. If a nurse is called back to work from on-call on a weekend, the nurse will also receive weekend differential and twenty dollars ($20.00) per hour. The number of hours compensated at the callback rate may not exceed the number of hours assigned as the on-call period. Nurses are required to report to their Manager or the Nursing Supervisor prior to leaving the Medical Center. There shall be no pyramiding of callback compensation with any other hourly rate for the same hour worked except as noted above.

23.G. Discounts. Medical Center discounts available to nurses covered by this Agreement shall be the same as those afforded to the majority of the Medical Center's employees.

23.H. Preceptors. The Medical Center shall provide ongoing education to enhance teaching and learning skills, in a collaborative effort with the Learning and Development Department, for preceptors. To be eligible as preceptor, a nurse must attend, with Management approval, the training offered herein on an annual basis. The nurse will be initially eligible for the preceptor differential set forth in Article 23.D.1 above upon completion of the following:

1. The initial training;

2. Eighty (80) hours of precepting; and

3. Satisfactory evaluation by the nurse's Manager.

The initial evaluation will be conducted within two (2) weeks of the notification to the Manager from the nurse that they have completed eighty (80) hours of precepting. If the evaluation is conducted at a later date, the preceptor differential will be effective on the date the evaluation is due, provided evaluation is satisfactory. The nurse must comply with the Medical Center policy to maintain preceptor status except that Clinical

Coordinator/Charge/Lead and Resource Nurses are exempt from maintaining the annual hours requirement.

23.I. Extra Hours Premium.

1. Hours Worked Above FTE.

a. Full-time nurses will be paid at one and one-half (1½) times their regular base rate of pay for all hours worked above the nurse's FTE.

b. Part-time nurses will be paid at one and one-half (1½) times their regular base rate of pay for hours worked above the nurse's FTE and twenty-four (24) hours per workweek.

c. Per Diem Nurses will be paid at one and one-half (1 ½) times their regular base rate of pay for all hours worked above thirty-six (36) hours per workweek if the extra hours were picked up after the scheduled opened house-wide and the nurse scheduled their contractual minimum shifts.

d. If the extra hours fall on a weekend, nurses will be paid an extra twenty dollars ($20.00) per hour. Effective October 20, 2025, the weekend will be defined as 1900 Friday-0700 Monday for the purposes of this incentive.

2. Eligibility for Extra Hours Premium. A nurse shall be eligible for extra hours premium under the following conditions:

a. A nurse must work all scheduled shifts (including FTE and extra shifts or all scheduled shifts for Per Diem Nurses) in the same workweek.

i. Pre-planned PTO or education count as hours worked for eligibility purposes.

ii. Low census cancellations and standby hours count as hours worked for eligibility purposes.

iii. Protected leave hours (FLMA/OFLA/PLO/OSL) count as hours worked for eligibility purposes.

iv. If a nurse calls in unable to work for reasons other than those outlined above (i-iii), extra hours premium pay will be waived for the corresponding number of hours that the nurse misses.

b. Hours worked as a result of being called back to work while on-call shall not count toward extra hours premium eligibility.

c. Hours worked as a result of uneven trades, at the request of other nurses, shall not count toward extra hours premium eligibility.

d. Extra hours premium will be applied for a trade if both parties are eligible for extra hours premium on the traded shift.

3. Once a nurse agrees to work an extra shift, they have twenty-four (24) hours to retract the shift after which time the nurse is committed to those hours.

4. The Medical Center will make every reasonable attempt to post all extra shifts available for Per Diem Nurses to pick up. If extra shifts remain after the Medical Center has attempted to fill the schedule with Per Diem Nurses, the Medical Center will post the extra shifts electronically. The nurses who hold an FTE in the relevant unit will be permitted to sign up for extra shifts for the first seven (7) days that the schedule is posted. Thereafter, all qualified nurses in the bargaining unit may sign up. A nurse may sign up for extra shifts;

however, the Medical Center may limit nurses to one hundred eight (108) hours in a pay period. If the Medical Center is concerned about patient care and safety, the Medical Center reserves the right to limit the number of extra shifts a nurse may work.

23.J. Short Notice. Vacancies and other staffing needs within forty-eight (48) hours of the start of the shift will be considered as short notice shifts. Nurses who are not scheduled or on-call but pick-up or accept a shift within forty-eight (48) hours of the shift start time shall be paid one and one-half (1 ½) times their regular base rate of pay plus twenty dollars ($20.00) per hour if they report to work at the agreed upon time and complete the hours assigned. Short Notice vacancies that fall on the weekend will be paid at an extra twenty dollars ($20.00) per hour. Per Diem Nurses are eligible for Short Notice if they have scheduled their contractual minimum shifts.

23.K. Extra Holidays.

1. Full and part-time nurses who work an extra shift on a recognized holiday at the request of the Medical Center within the published schedule will be paid two (2) times the straight time rate of pay so long as the holiday is not a result of trades. If the holiday falls on a weekend, the nurse will be paid two (2) times the straight time rate of pay plus twenty dollars ($20.00) per hour. Per Diem Nurses who have met their contractual requirements are eligible for this provision.

2. A nurse that is called back from being on-call on a recognized holiday will be paid two (2) times the base rate of pay. Per Diem Nurses who have met their contractual requirements are eligible for this provision.

23.L. No Pyramiding. There will be no pyramiding of hours worked. No hour will be eligible for the payment of two (2) such premiums.

23.M. Implementation. All new increases or pay practice changes introduced in this Agreement shall commence on the first (1st) day of the first (1st) pay period following ratification, unless otherwise specified.

23.N. Additional Incentives. The Association and Medical Center acknowledge that certain circumstances may necessitate premiums and incentives beyond those defined in the Agreement. Both parties agree to meet to discuss the implementation of any such incentive or premium.

ARTICLE 24. WORKPLACE SAFETY

24.A Commitment to Providing a Safe Workplace. The Medical Center and Association recognize the importance of maintaining a safe workplace for employees. The Medical Center is committed to taking appropriate necessary action to provide a safe workplace.

24.B Training. The Medical Center shall provide regular and ongoing education and training to nurses to promote their personal safety in the workplace. In additional to required trainings, the Medical Center will offer a Personal Safety and Security class at least eight (8) times per year on a first-come, first-served basis to nurses who request it each year until this Agreement expires. Nurses may take this class on paid time annually.

24.C Emergency Lockdown. The Medical Center shall maintain a process for emergency lockdowns and train nurses, in person, on this process annually. This process will include a communications plan for all GSRMC locations.

24.D Prompt Communication. Threats to patient or staff member safety will be communicated to Management and impacted staff in real time or as promptly as possible. Nurses shall escalate safety concerns immediately through the defined escalation pathway.

24.E Escalation Pathway. The Medical Center will create an escalation pathway for instances of violence and/or threats of violence. The pathway will be in writing, available on each unit, and reviewed annually in department staff meetings.

24.F Weapons and Illegal Drugs Policy. The Medical Center will maintain policies prohibiting weapons or items that can be used as weapons and illegal drugs from the Medical Center. The policies shall include provisions that provide for (a) the screening of patient and visitor belongings for prohibited items and (b) the securing of prohibited items. The Medical Center shall add a screening tool to the electronic medical record (EMR) to track screening of belongings, securement of belongings, and location of belongings.

24.G Security Personnel. Trained and competent security personnel will be staffed at the Medical Center twenty-four (24) hours per day, seven (7) days per week. The Medical Center shall increase both the number and level of training of security personnel. By February 2026, dedicated security personnel will be stationed in the Emergency Department to screen individuals at entry, unless an emergent situation at arrival warrants otherwise. By January 2027, dedicated security personnel will be stationed at the Main Entrance and Ponderosa Tower Entrance to screen individuals at entry, unless an emergent situation at arrival warrants otherwise. Dedicated security personnel are charged with screening of all patients and visitors and their belongings (including by metal detection). If an individual refuses, they shall take their belongings to their vehicle or secure them in provided lockers. Nurses are responsible for documenting belongings upon entrance to patient care areas. Upon request by a nurse, security personnel will screen patient belongings to ensure compliance with these policies.

24.H Communication for Patients and Visitors. The Medical Center will develop communication for patients and visitors regarding expectations upon entrance to the Medical Center. This will include information on what to expect when entering the facility, prohibited items, and expectations around screening and securement of belongings.

24.I Panic Buttons. The Medical Center shall install at least one (1) panic button in accessible locations in each department. Panic buttons will be regularly tested per the manufacturer's recommendations and/or at the discretion of the Safety Committee.

24.J Quarterly Drills. Drills to assess the efficacy of the Medical Center's policies and practices around safety threats will be conducted at least quarterly. These drills shall include testing of panic buttons, communication practices, threat escalation, and lockdown procedures.

24.K Workplace Violence. The Medical Center will encourage nurses who are victims of assault in the workplace to report the event and will recognize the potential emotional impact. The Medical Center will follow its established process regarding workplace violence reports.

1. Wellbeing resources are available to nurses via Samaritan Health Service's employee assistance program.

2. The Medical Center monitors the incidents of reported behavior, combative persons, weapons, hostage situations, and active threats on campus and the reported occurrences of workplace violence. The data will be shared and reviewed with the Workplace Violence Committee to the extent permitted by HIPAA. This data will be used to evaluate training and other needs.

3. If a nurse who has been assaulted at work is unable to continue working after reporting the incident, the nurse will be released from duty for the remainder of that shift without loss of pay or deduction of PTO. If additional time away is needed, the nurse should contact the leave administrator to explore programs, resources, and available options. Nurses who have a filed an accepted worker's compensation claim (or a claim otherwise validated by the Medical Center) due to an assault at work will have the waiting period paid for by the Medical Center without deduction of PTO hours.

4. A nurse who has been assaulted by a patient or patient's visitor will inform the Charge Nurse/Clinical Coordinator/Lead, using their chain of command, and may request not to be assigned that patient. The Charge Nurse/Clinical Coordinator/Lead will honor the request, except for emergent extenuating circumstances.

5. The Medical Center will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise their rights under the law.

ARTICLE 25. DURATION

This Agreement shall be in full force and effect upon ratification, and, except as specifically set forth hereunder, shall remain in effect until June 30, 2028, and shall continue in effect from year to year thereafter unless either party gives notice in writing to the other party at least ninety (90) days prior to the expiration date of its desire to terminate or modify such Agreement.

1

SIGNATURE PAGE

OREGON NURSES ASSOCIATION

Tyler McCarty, RN
Emergency Department, Chair

Angela Burright, RN
Interventional Care

Dexter Crabtree, RN
Operating Room

Stacey Hardin, RN
Emergency Department

Maureen McCree, RN
Oncology

Amanda Newman, RN
Emergency Department

Emily Pfeiffer, RN
Intensive Care Unit

Betsy Stanley, RN
Women and Children's Services

Ashley Bromley.
Labor Relations Representative

GOOD SAMARITAN REGIONAL MEDICAL CENTER

Paula Stahl,
VP Patient Care Services

Olivia Moffett,
Labor Relations Business Partner

Michelle Mitchell,
Director of Perioperative Services

Sara Gumm,
Nurse Manager

Jennifer Peterson,
Nurse Manager

Chris Jantzi,
ADM Nursing

Roxann Stevenson,
Manager Centralized Staffing

Marci Muschamp,
Senior HR Business Partner

APPENDIX A: SCHEDULE OF SCHEDULES

The house-wide Schedule of Schedules (SOS) is as follows:

ONA Schedule of Schedules 2023-26

4 WEEK SCHEDULE PERIOD			*PTO/Education opens this date*	*Last day to request PTO/Education*	*Shift Swaps can be sumitted on or after:*	PRN pick up 4 shifts	PRN pick up to 40 hrs/week	PRN pick up in any unit	Publish Date * OT open to home unit *RVA open	OT shifts Housewide OT open to all eligible staff	IFF OPENS
10/20/2025	thru	11/16/2025	9/30/2024	9/7/2025	5/5/2025	9/8/2025	9/15/2025	9/22/2025	9/29/2025	10/6/2025	10/13/2025
11/17/2025	thru	12/14/2025	10/28/2024	10/5/2025	6/2/2025	10/6/2025	10/13/2025	10/20/2025	10/27/2025	11/3/2025	11/10/2025
12/15/2025	thru	1/11/2026	11/25/2024	11/2/2025	6/30/2025	11/3/2025	11/10/2025	11/17/2025	11/24/2025	12/1/2025	12/8/2025
1/12/2026	thru	2/8/2026	12/23/2024	11/30/2025	7/28/2025	12/1/2025	12/8/2025	12/15/2025	12/22/2025	12/29/2025	1/5/2026
2/9/2026	thru	3/8/2026	1/20/2025	12/28/2025	8/25/2025	12/29/2025	1/5/2026	1/12/2026	1/19/2026	1/26/2026	2/2/2026
3/9/2026	thru	4/5/2026	2/17/2025	1/25/2026	9/22/2025	1/26/2026	2/2/2026	2/9/2026	2/16/2026	2/23/2026	3/2/2026
4/6/2026	thru	5/3/2026	3/17/2025	2/22/2026	10/20/2025	2/23/2026	3/2/2026	3/9/2026	3/16/2026	3/23/2026	3/30/2026
5/4/2026	thru	5/31/2026	4/14/2025	3/22/2026	11/17/2025	3/23/2026	3/30/2026	4/6/2026	4/13/2026	4/20/2026	4/27/2026
6/1/2026	thru	6/28/2026	5/12/2025	4/19/2026	12/15/2025	4/20/2026	4/27/2026	5/4/2026	5/11/2026	5/18/2026	5/25/2026
6/29/2026	thru	7/26/2026	6/9/2025	5/17/2026	1/12/2026	5/18/2026	5/25/2026	6/1/2026	6/8/2026	6/15/2026	6/22/2026
7/27/2026	thru	8/23/2026	7/7/2025	6/14/2026	2/9/2026	6/15/2026	6/22/2026	6/29/2026	7/6/2026	7/13/2026	7/20/2026
8/24/2026	thru	9/20/2026	8/4/2025	7/12/2026	3/9/2026	7/13/2026	7/20/2026	7/27/2026	8/3/2026	8/10/2026	8/17/2026
9/21/2026	thru	10/18/2026	9/1/2025	8/9/2026	4/6/2026	8/10/2026	8/17/2026	8/24/2026	8/31/2026	9/7/2026	9/14/2026
10/19/2026	thru	11/15/2026	9/29/2025	9/6/2026	5/4/2026	9/7/2026	9/14/2026	9/21/2026	9/28/2026	10/5/2026	10/12/2026
11/16/2026	thru	12/13/2026	10/27/2025	10/4/2026	6/1/2026	10/5/2026	10/12/2026	10/19/2026	10/26/2026	11/2/2026	11/9/2026
12/14/2026	thru	1/10/2027	11/24/2025	11/1/2026	6/29/2026	11/2/2026	11/9/2026	11/16/2026	11/23/2026	11/30/2026	12/7/2026
1/11/2027	thru	2/7/2027	12/22/2025	11/29/2026	7/27/2026	11/30/2026	12/7/2026	12/14/2026	12/21/2026	12/28/2026	1/4/2027
2/8/2027	thru	3/7/2027	1/19/2026	12/27/2026	8/24/2026	12/28/2026	1/4/2027	1/11/2027	1/18/2027	1/25/2027	2/1/2027
3/8/2027	thru	4/4/2027	2/16/2026	1/24/2027	9/21/2026	1/25/2027	2/1/2027	2/8/2027	2/15/2027	2/22/2027	3/1/2027
4/5/2027	thru	5/2/2027	3/16/2026	2/21/2027	10/19/2026	2/22/2027	3/1/2027	3/8/2027	3/15/2027	3/22/2027	3/29/2027
5/3/2027	thru	5/30/2027	4/13/2026	3/21/2027	11/16/2026	3/22/2027	3/29/2027	4/5/2027	4/12/2027	4/19/2027	4/26/2027
5/31/2027	thru	6/27/2027	5/11/2026	4/18/2027	12/14/2026	4/19/2027	4/26/2027	5/3/2027	5/10/2027	5/17/2027	5/24/2027
6/28/2027	thru	7/25/2027	6/8/2026	5/16/2027	1/11/2027	5/17/2027	5/24/2027	5/31/2027	6/7/2027	6/14/2027	6/21/2027
7/26/2027	thru	8/22/2027	7/6/2026	6/13/2027	2/8/2027	6/14/2027	6/21/2027	6/28/2027	7/5/2027	7/12/2027	7/19/2027
8/23/2027	thru	9/19/2027	8/3/2026	7/11/2027	3/8/2027	7/12/2027	7/19/2027	7/26/2027	8/2/2027	8/9/2027	8/16/2027
9/20/2027	thru	10/17/2027	8/31/2026	8/8/2027	4/5/2027	8/9/2027	8/16/2027	8/23/2027	8/30/2027	9/6/2027	9/13/2027
10/18/2027	thru	11/14/2027	9/28/2026	9/5/2027	5/3/2027	9/6/2027	9/13/2027	9/20/2027	9/27/2027	10/4/2027	10/11/2027
11/15/2027	thru	12/12/2027	10/26/2026	10/3/2027	5/31/2027	10/4/2027	10/11/2027	10/18/2027	10/25/2027	11/1/2027	11/8/2027
12/13/2027	thru	1/9/2028	11/23/2026	10/31/2027	6/28/2027	11/1/2027	11/8/2027	11/15/2027	11/22/2027	11/29/2027	12/6/2027
1/10/2028	thru	2/6/2028	12/21/2026	11/28/2027	7/26/2027	11/29/2027	12/6/2027	12/13/2027	12/20/2027	12/27/2027	1/3/2028
2/7/2028	thru	3/5/2028	1/18/2027	12/26/2027	8/23/2027	12/27/2027	1/3/2028	1/10/2028	1/17/2028	1/24/2028	1/31/2028
3/6/2028	thru	4/2/2028	2/15/2027	1/23/2028	9/20/2027	1/24/2028	1/31/2028	2/7/2028	2/14/2028	2/21/2028	2/28/2028
4/3/2028	thru	4/30/2028	3/15/2027	2/20/2028	10/18/2027	2/21/2028	2/28/2028	3/6/2028	3/13/2028	3/20/2028	3/27/2028
5/1/2028	thru	5/28/2028	4/12/2027	3/19/2028	11/15/2027	3/20/2028	3/27/2028	4/3/2028	4/10/2028	4/17/2028	4/24/2028
5/29/2028	thru	6/25/2028	5/10/2027	4/16/2028	12/13/2027	4/17/2028	4/24/2028	5/1/2028	5/8/2028	5/15/2028	5/22/2028
6/26/2028	thru	7/23/2028	6/7/2027	5/14/2028	1/10/2028	5/15/2028	5/22/2028	5/29/2028	6/5/2028	6/12/2028	6/19/2028
7/24/2028	thru	8/20/2028	7/5/2027	6/11/2028	2/7/2028	6/12/2028	6/19/2028	6/26/2028	7/3/2028	7/10/2028	7/17/2028
8/21/2028	thru	9/17/2028	8/2/2027	7/9/2028	3/6/2028	7/10/2028	7/17/2028	7/24/2028	7/31/2028	8/7/2028	8/14/2028
9/18/2028	thru	10/15/2028	8/30/2027	8/6/2028	4/3/2028	8/7/2028	8/14/2028	8/21/2028	8/28/2028	9/4/2028	9/11/2028
10/16/2028	thru	11/12/2028	9/27/2027	9/3/2028	5/1/2028	9/4/2028	9/11/2028	9/18/2028	9/25/2028	10/2/2028	10/9/2028
11/13/2028	thru	12/10/2028	10/25/2027	10/1/2028	5/29/2028	10/2/2028	10/9/2028	10/16/2028	10/23/2028	10/30/2028	11/6/2028
12/11/2028	thru	1/7/2029	11/22/2027	10/29/2028	6/26/2028	10/30/2028	11/6/2028	11/13/2028	11/20/2028	11/27/2028	12/4/2028

APPENDIX B: LETTER OF AGREEMENT – PART TIME POSITIONS

1. The Medical Center agrees that during this Collective Bargaining Agreement, the terms of this Letter of Agreement will be maintained. GSRMC is committed to increasing the number of part-time nurse positions in order to maximize staffing efficiency and impact nurse satisfaction and retention in the patient care departments. Modifications to the staffing mix will be evaluated on a departmental basis and will be conducted by the department Management in consultation with representative nurses from that department.

2. The evaluation criteria are:

- **a.** Mix of full-time and part-time positions that maximizes the efficiency of the schedule (i.e. staffing levels by day/shift meet the patient care needs of the department);

- **b.** Final approval by Management;

- **c.** For those departments with greater than or equal to thirty-two (32) FTE nurses, there will be at least twenty percent (20%) of positions offered at a 0.79 or lower. These positions will be initially posted as intra-departmental only and be determined by the process described above;

- **d.** For those departments with twelve (12) to thirty-one (31) FTE nurses, there will be at least ten percent (10%) of positions offered at a 0.79 or lower. These positions will be initially posted as intra-departmental only and be determined by the process described above; and

e. For those departments with fewer than twelve (12) FTE nurses, modifications to the staffing mix will be evaluated on a departmental basis and will be conducted by the department Management in consultation with representative nurses from that department. These positions will be initially posted as intra-departmental only and be determined by the process described above.

3. If the part-time percentage in any department falls below the percentages identified above, an assessment and adjustment will begin immediately upon request of either the Medical Center or the Association. The assessment and adjustment shall ensure five percent (5%) of positions in the applicable departments are 0.79 or less. Beyond the five percent (5%) in order to maintain optimal staffing and quality patient care, employees awarded and moving into a 0.79 or less position will be transitioned as positions are backfilled until the minimum percentage is reached, unless the option for 0.79 or less positions is declined by the nurses in that department.

APPENDIX C: LETTER OF UNDERSTANDING
PERIOPERATIVE SERVICES DEPARTMENT TIERED CALL

Good Samaritan Regional Medical Center (Medical Center) and Oregon Nurses Association (Association) agree to an on-call compensation structure with the units of the Perioperative Services as outlined below.

A. Explanation of Tiered Call.

All hours of call, holiday call, orphan call, or orphan holiday call will be paid according to Article 23.F from the Kronos timecard.

1. All call hours of any type will be paid according to the appropriate tiers.

2. Below is an example based on Main OR tiers; each unit would be paid according to their tier structure:

A staff member has forty-five (45) hours of regular call + fifteen (15) hours of holiday call + ten (10) hours of orphan call.

These hours will be paid per Kronos as follows:

- 45 hours regular call x $7.50/hour regular Contractual Call Rate (CCR) = $337.50
- 15 hours holiday call x $9.00/hour holiday Contractual Call Rate = $135.00
- 10 hours orphan call at triple call rate $22.50/hour orphan Contractual Call Rate = $225.00
- Total call pay = $697.50

The tiered call bonus will be determined separately based on the total call hours of 70 (32 + 23 + 15).

- Tier 1: 1-32 hours (base hours) = Applicable call rate already paid above; no additional bonus.
- Tier 2: 32-55 hours (23 hours) = Applicable call rate already paid above; 23 hours x $7.50/hour (CCR) = $172.50 on-call bonus.

- Tier 3: 55+ hours (15 hours) = Applicable call rate already paid above; 15 hours x $15.00/hour (double CCR) = $225.00 on-call bonus
- Total tiered on-call bonus = $397.50

For 70 hours of call listed above, the nurse would receive a total of $1,095.00 call pay.

B. Main OR and Neuro.

1. Staff must sign up for call according to the Schedule of Schedules, or it will be mandatorily assigned to members of the Main OR team.

a. Day 1. The Staffing Office closes the twenty-eight (28)-day schedule period one (1) week prior to schedule posting and opens the next twenty-eight (28)-day schedule period (which includes the call sign up period) going six (6) months out.

b. Day 2. The Staffing Office determines the number of posted shifts that remain unfilled to be converted to on-call hours. The Staffing Office divides those hours evenly and proportionally to FTE employees.

c. Staff with approved PTO representing at least fifty percent (50%) of their FTE within the schedule period, may request in writing to the Staffing Office, at noon on the Friday prior to Day 1 (as outlined above in Appendix C.B.1.a) to reduce their required on-call time to fifty percent (50%) of their FTE call quota.

d. Staff with approved PTO representing twenty-five to forty-nine percent (25% - 49%) of their FTE within the schedule period may request in writing to the Staffing Office at noon on the Friday prior to Day 1 (as outlined above in Appendix C.B.1.a) to reduce their required on-call time to seventy-five percent (75%) of their FTE call quota.

e. These percentages may vary based on length of call periods.

Staff who have not picked up their base hours of call will have it assigned at this time by the Staffing Office and will receive an email to inform them of hours assigned. If additional call hours above the base are required, the Staffing Office will email everyone in the Main OR who takes call regarding how many on-call hours will be additionally required.

f. Neuro Team Only. The Staffing Office will email all members of the Neuro Team to inform them of remaining open call for this period.

g. Days 3-4. The staff is given the opportunity to select which additionally required on-call hours they are able to sign up for, allowing them to schedule around vacations and non-work plans. The staff will email the Staffing Office with preferences. The Staffing Office will track and assign the mandatory additionally required on-call hours on a first-come, first-served basis.

h. Day 5. The Staffing Office finalizes the schedule and assigns any mandatory on-call hours not picked up to staff who have not been assigned mandatory additional required call proportional to their FTE.

2. Tiered Call Pay.

a. Staff will be compensated for call on a tiered system based on the number of additionally required on-call hours over the base per schedule period for all nurses, excluding the Cardio-Vascular (CV) Surgery Team. This system will only apply to additional required hours over the base hours. Holiday call hours will be paid as tiered call pay if those hours would be paid at a higher rate as tiered call pay. Required hours may be self-scheduled or assigned. Required hours may vary between staff based on length of call periods. Even trades are included in tiered call pay. Even trades must be within the same pay period and may vary up to two (2) hours. Hours voluntarily self-scheduled above the required hours or uneven trades will be exempt from the tiered on-call pay.

b. Main OR nurses and Neuro nurses, excluding CV Surgery Team:

Main OR and Neuro (excl. CV Surgery)	Tiered Hours
Tier 1 - contractual call rate	1-32 hours
Tier 2 - 2x regular contractual call rate	32-55 hours
Tier 3/orphan - 3x regular contractual call rate	55+ hours

3. Other Shift Coverage. Planned and unplanned absences will be staffed by the Main OR Team. In the event of an unplanned absence on evening, night shift, or a holiday, all attempts will be made to fill the shift. If the shift remains unfilled, at Management's discretion, general call will be offered for that shift. If no volunteer is found, the call will be converted to orphan call and staff will be assigned the orphan call based on the rotational list per Article 21.C.10.

4. Sign-on Bonuses.

a. Sign-on bonuses of five thousand dollars ($5,000) may be offered for external applicants with OR experience in order to attract qualified staff to GSRMC.

b. Up to ten thousand dollars ($10,000) will be offered to help offset relocation costs for qualified OR applicants.

C. Post-Anesthesia Care Unit (PACU).

1. Staff must sign up for call according to the Schedule of Schedules, or it will be mandatorily assigned to members of the PACU team.

a. Day 1. The Staffing Office closes the twenty-eight (28)-day schedule period one (1) week prior to schedule posting and opens the next twenty-eight (28)-day scheduled period (which includes the call sign-up period) going six (6) months out.

b. Day 2. The Staffing Office determines the number of posted call shifts that remain unfilled. The Staffing Office shall equally divide the number of call hours available for PACU.

c. Staff who have not picked up their equal hours of call will have it assigned at this time by the Staffing Office and will receive an email to inform them of hours assigned. If additional call hours above the base are required, the Staffing Office will email everyone in PACU who takes call regarding how many on-call hours will be additionally required.

d. Days 3-4. The staff is given the opportunity to select which additionally required on-call hours they are to sign up for, allowing them to schedule around vacations and non-work plans. The staff will email the Staffing Office with preferences. The Staffing Office will track and assign the mandatory additionally required on-call hours on a first come, first served basis.

e. Day 5. The Staffing Office finalizes the schedule and assigns any mandatory on-call hours not picked up to staff who have not been assigned mandatory additional required call.

2. Tiered Call Pay.

a. Staff will be compensated for call on a tiered system based on the number of additionally required on-call hours over the base per schedule period for all nurses. This system will only apply to additional required hours over the base hours. Holiday call hours will be paid as tiered call pay if those hours would be paid at a higher rate as tiered call pay. Required hours may be self-scheduled or assigned. Required hours may vary between staff based on length of call periods. Even trades are included in tiered call pay. Even trades must be within the same pay period and may vary up to two (2) hours. Hours voluntarily self-scheduled above the required hours or uneven trades will be exempt from the tiered on-call pay.

b. PACU nurses:

PACU	Tiered Hours
Tier 1 - contractual call rate	1-24 hours
Tier 2 - 2x regular contractual call rate	24+ hours

3. Other Shift Coverage. Planned and unplanned absences will be staffed by the PACU Team. In the event of an unplanned absence on night shift or holidays, all attempts will be made to fill the shift. If the shift remains unfilled, at Management's discretion, general call will be offered for that shift. If no volunteer is found, the call will be converted to orphan call and staff will be assigned the orphan call based on the rotational list per Article 21.C.10.

D. Cardiac Cath Lab.

1. Staff designate their availability for call in the time-keeping system.

a. At least two (2) schedule periods prior to posting, call assignments are made to ensure minimum staffing requirements;

b. Call assignments are made to ensure equitable frequency of rotation;

c. Call schedule is posted at least one (1) schedule period in advance;

d. Once posted, staff have the opportunity to trade as long as minimum staffing requirements are met.

2. Tiered Call Pay.

a. Staff will be compensated for call on a tiered system based on the number of additionally required on-call hours over the base per schedule period for all nurses. This system will only apply to additional required hours over the base hours. Holiday call hours will be paid as tiered call pay if those hours would be paid at a higher rate as tiered call pay. Even trades are included in tiered call pay. Even trades must be within the same pay period and may vary up to two (2) hours. Uneven trades or

voluntary acceptance of additional call will be exempt from the tiered on-call pay.

b. Cardiac Cath Lab:

Cardiac Cath Lab	Tiered Hours
Tier 1 - contractual call rate	1-32 hours
Tier 2 - 2x regular contractual call rate	33-55 hours
Tier 3/orphan - 3x regular contractual call rate	56+ hours

E. Any single section (i.e. A, B, C) may be opened individually by mutual consent of the parties. Opening one section does not constitute opening of the entire Appendix.

APPENDIX D: LETTER OF UNDERSTANDING – HEALTH INSURANCE ADVISORY COMMITTEE

A. Samaritan Health Services (SHS) will maintain a Health Insurance Advisory Committee. The Committee will include a representative from the ONA-GSRMC bargaining unit. The Association Executive Committee will appoint one (1) primary representative and one (1) alternate representative from the bargaining unit. The representatives' employment status shall be in good standing. The nurse will be paid for time attending meetings. This time will not drive contractual overtime.

B. The purpose of the Committee will be to review claims experience, utilization, and trends in the insurance industry. The Committee will be a forum to provide and share information, ask questions, address concerns, and make recommendations regarding the insurance plan. Substantive changes to plan benefits or premiums for any SHS insurance plan will be shared with the Committee before the changes are made. Materials supporting benefit changes and premium increases will be shared with the Committee.

C. The Committee will meet at least twice per year or more often as decided by the Committee. The date of the meetings will be set one (1) month in advance of the meeting date. Meetings will be scheduled to include the Association representative. Nurse representative shall arrange with Department Leadership time to attend if the meeting occurs during work hours.

APPENDIX E: SPECIALTY CERTIFICATIONS

Acronym	Certification	Relevant Departments/Units
ACHPN	Advanced Certified Hospice and Palliative Care Nurse	Ambulatory Infusion, ICU, Med Surg, Oncology, PCU, Radiation Oncology
ACM	Accredited Case Managers	Case Management
AHN-BC	Advanced Holistic Nurse, Board Certified	All
AOCN	Advanced Oncology Certified Nurse	Ambulatory Infusion, Oncology, Radiation Oncology, Vascular Access Team
AWCC	Advanced Wound Care Certified	ICU, Med Surg, Oncology, PCU, Radiation Oncology, Women's and Children's Services
BC-ADM	Board Certified-Advanced Diabetes Management	ED, ICU, Med Surg, Mental Health, Oncology, PCU, Women's and Children's Services
C-EFM	Electronic Fetal Monitoring	Women's and Children's Services
C-NPT	Certified-Neonatal Pediatric Transport	Women's and Children's Services
CAPA	Certified Ambulatory, Peri-Anesthesia Nurse	Perioperative Services
CARN	Certified Addictions Registered Nurse	ED, ICU, Med Surg, Mental Health, Oncology, PCU, Women's and Children's Services
CBC	Certified Breastfeeding Counselor	Women's and Children's Services
CBCN	Certified Breast Care Nurse	Med Surg, Oncology, Radiation

		Oncology, Women's and Children's Services
CBHC	Certified Behavioral Health Certification	All
CCCN	Certified Continence Care Nurse	All
CCE	Certified Childbirth Educator	Women's and Children's Services
CCM	Certified Case Manager	Case Management
CCRN	Critical Care RN	ED, ICU, PACU, PCU
CCRN-E	Tele-ICU Acute/Critical Care Nursing (Adult)	ED, ICU, PACU, PCU
CEN	Certified Emergency Nurse	ED, ICU
CEPS	Certified Electrophysiology Specialist	Cardiac Cath Lab
CFRN	Certified Flight Registered Nurse	ED, ICU
CGRN	Certified Gastroenterology Registered Nurse	Perioperative Services
CHPN	Certified Hospice and Palliative Nurse	Ambulatory Infusion, ICU, Med Surg, Oncology, PCU, Radiation Oncology
CIC	Certified in Infection Control	All
CLC	Certified Lactation Counselor	Women's and Children's Services
CMC	Cardiac Medicine (Adult)	Cardiac Cath Lab, Cardio-Vascular Surgery Team, ED, ICU, Interventional Care, PACU, PCU

CMSRN	Certified Medical Surgical Registered Nurse	Med Surg, Oncology, PCU
CNAMB	Certified Ambulatory Surgery Nurse	Perioperative Services
CNOR	Certified Nurse, Operating Room	Perioperative Services
CNRN	Certified Neuroscience Registered Nurse	ED, ICU, OR, PCU
COCN	Certified Ostomy Care Nurse	ICU, Med Surg, Oncology, PCU, Radiation Oncology, Women's and Children's Services
CPAN	Certified Post-Anesthesia Nurse	Perioperative Services
CPEN	Certified Pediatric Emergency Nurse	ED
CPLC	Certified in Perinatal Loss Care	Women's and Children's Services
CPN	Certified Pediatric Nurse	ED, ICU, Women's and Children's Services
CPSN	Certified Plastic Surgical Nurse	Perioperative Services
CRN	Certified Radiologic Nurse	Radiation Oncology
CRNFA	Certified Registered Nurse First Assistant	ASC-OR, OR
CRNI	Certified Registered Nurse Infusion	Ambulatory Infusion, ED, ICU, Oncology, Perioperative Services, Vascular Access
CSC	Cardiac Surgery (Adult)	Cardio-Vascular Surgery Team, ICU
CVN	Certified Vascular Nurse	Cardiac Cath Lab, Cardio-

		Vascular Surgery Team, ED, ICU, Interventional Care, Med Surg, PCU
CWCN	Certified Wound Care Nurse	ICU, Med Surg, Oncology, PCU, Radiation Oncology, Women's and Children's Services
CWOCN	Certified Wound Ostomy Continence Nurse	ICU, Med Surg, Oncology, PCU, Radiation Oncology, Women's and Children's Services
CWON	Certified Wound Ostomy Nurse	ICU, Med Surg, Oncology, PCU, Radiation Oncology, Women's and Children's Services
HN-BC	Holistic Nurse, Board Certified	All
HNB-BC	Holistic Baccalaureate Nurse, Board Certified	All
HNC	Holistic Nurse Certification	All
IBCLC	Certified Lactation Nurse	Women's and Children's Services
OCN	Oncology Certified Nurse	Ambulatory Infusion, Oncology, Radiation Oncology, Vascular Access Team
ONC	Orthopaedic Nurse Certified	ICU, Med Surg, Perioperative Services, PCU
PCCN	Progressive Care Nursing (Adult)	ASC, ICU, Interventional Care, PACU, PCC
PED-BC	Pediatric Nursing Certification	Women's and Children's Services
RCES	Registered Cardiac	Cardiac Cath Lab

	Electrophysiology Specialist	
RCIS	Registered Cardiovascular Invasive Specialist	Cardiac Cath Lab
RN-BC	Certified Vascular Nurse	Cardiac Cath Lab, Cardio-Vascular Surgery Team, ED, ICU, Interventional Care, Med Surg PCU
RN-BC RNC	General Nursing Practice	All
	High-Risk Perinatal Nursing	Women's and Children's Services
	Perinatal Nursing	Women's and Children's Services
	EFM-Electronic Fetal Monitoring LRN-Low Risk Neonatal Nursing MNN-Maternal Newborn Nursing NIC-Neonatal Intensive Care Nursing OB-Inpatient Obstetric Nursing	Women's and Children's Services
RN, C/BC	Ambulatory Care Nurse	Ambulatory Infusion, Perioperative Services, Radiation Oncology
RN, C/BC SANE	Cardiac/Vascular Nurse	ED, ICU, Med Surg, Perioperative Services, PCU
	Gerontological Nurse	All
	Medical Surgical Nurse	Med Surg, Oncology, PCU, Women's and Children's

		Services
	Perinatal Nurse	Women's and Children's Services
	Pain Management	All
	Psychiatric Mental Health	ED, Mental Health
	Sexual Assault Nurse Examiner (Adult/Adolescent and Pediatric)	ED, Mental Health
SCRN	Stroke Certified Registered Nurse	ED, ICU, PCU
TCRN	Trauma Certified Registered Nurse	ED, ICU, PCU
WCC	Wound Care Certified	ICU, Med Surg, Oncology, PCU, Radiation Oncology, Women's Services

Any nurse currently receiving the certification differential for a certification not listed in the table above will continue to have this certification honored and compensated under Article 23.

APPENDIX F: CARDIO-VASCULAR SURGERY TEAM

Good Samaritan Regional Medical Center (Medical Center) and Oregon Nurses Association (Association) agree to the following provisions:

1. The Cardio-Vascular Surgery Team will be a separate and closed unit from the Main Operating Room (Main OR). Cardio-Vascular (CV) nurses will maintain a separate work and vacation schedule from the Main OR. These nurses will not be scheduled in the Main OR but have the option of floating to the Main OR when not needed for cardiac cases or call.

2. Any day that the nurse is not needed to be in the hospital for a surgery or assigned responsibilities on their regular scheduled workdays, the nurse will not be placed on-call or be entitled to call pay but must remain available to work within thirty (30) minutes if needed for the CV Surgery Team cases. The nurse would not be entitled to one and one-half (1 ½) times callback pay during their regularly scheduled hours.

3. Call must be self-scheduled and completely covered by the CV Surgery Team, or it will be mandatorily assigned to members of the team. The CVT coordinator or designee will make day-to-day assignments for the CV Surgery Team.

4. All hours of call within a schedule period shall be paid at the following rate:

CV Surgery Team	Tiered Hours
Tier 1- contractual call rate	1-59 hours
Tier 2-2x regular contractual call rate	59-99 hours
Tier 3/orphan-3x regular contractual call rate	99+ hours (all orphan call)

5. If any nurse is required to take more than one hundred eighty-four (184) hours of call for two (2) or more consecutive schedule periods, the Medical Center and Association agree to meet to discuss concerns related to call requirements.

6. All call hours of any type will be paid according to the appropriate tiers.

7. A guarantee of ninety-five percent (95%) of each nurse's regularly scheduled hours (FTE) will be paid at the nurse's regular rate of pay every pay period if the nurse works less than ninety-five percent (95%). For example, the nurse works eighty percent (80%), they will be paid for ninety-five percent (95%) of their FTE. If the nurse works ninety-seven percent (97%), they get paid for ninety-seven percent (97%) of their FTE. Callback hours would apply towards the ninety-five percent (95%), but on-call hours would not.

8. These nurses are to be the OR team for cardiac surgeries and the first priority for any thoracic surgeries performed by the Cardio-Vascular surgeons. If there are no cases running, nurses may be assigned other CV surgery-related duties.

Resources for ONA-GSRMC Nurses

ONA-GSRMC Webpage
Stay in the know of everything happening within the ONA/SLCH BU:
www.oregonrn.org/gsrmc

ONA-GSRMC CBA
View the searchable web version of your contract:
URL

Update Your Contact Information
Make sure ONA has your up to date contact information:
www.oregonrn.org/update

Become a Member!
Our members are our strength. Become a member today:
www.oregonrn.org/apply

Report Unsafe Staffing & Missed Breaks to OHA
Report your missed breaks and any unsafe staffing here:
www.oregonrn.org/staffingcomplaints

Contact the PNCC
Reach out to the PNCC via email at:
PNCC@samhealth.org

Join the ONA-GSRMC Facebook Page
Stay connected with us via social media!

ONA Oregon Nurses Association
Caring for Oregon

Learn more at **OregonRN.org**