PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

SAMARITAN ALBANY GENERAL HOSPITAL

July 1, 2021 through June 30, 2024
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PROFESSIONAL AGREEMENT

THIS PROFESSIONAL AGREEMENT, entered into between SAMARITAN ALBANY GENERAL HOSPITAL of Albany, Oregon, hereinafter referred to as “the Hospital,” and OREGON NURSES ASSOCIATION, hereinafter referred to as “the Association.”

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to:

1. Provide an orderly collective bargaining relationship between the Hospital and the Association representing the employees in the bargaining unit;

2. To promote equitable and harmonious relationships between the Hospital and the nurses covered hereunder; and

3. To make clear the basic terms upon which such relationship depends.

All relationships are to be guided by the SHS P.R.I.D.E. values: Passion, Respect, Integrity, Dedication, and Excellence. It is the intent of both the Hospital and the Association to cooperate to provide and maintain satisfactory terms and conditions of employment; to prevent, as well as adjust, misunderstandings or grievances relating to employment; to maintain efficient operations and to work toward improved patient care through effective nursing practices.

ARTICLE 2 – RECOGNITION AND MEMBERSHIP

2.A. The Hospital recognizes the Association as the exclusive bargaining representative of all staff nurses for the purpose of collective bargaining with respect to salaries, hours of work and other terms and conditions of employment. A staff nurse is defined as a full-time, part-time, per diem, temporary nurse or Oncology Infusion nurses (other than a supervisory nurse) who is primarily engaged in patient care and whose work requires a current Oregon registered nurse license.

2.B. The Association shall provide each new nurse with a copy of this agreement.

2.C. Definitions:

1. Regular Nurse - Any nurse regularly employed full or part-time.
2. Full-Time Nurse - A full-time nurse shall be defined as any 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.

3. Part-Time Nurse - A part time nurse shall be defined as any nurse who holds a 0.1 FTE to 0.89 FTE and who is regularly scheduled to work eight (8) hours per week to thirty-five (35) hours per week. For the purpose of determining benefit eligibility, nurses working 0.8 and above shall be granted benefits consistent with full-time employees as offered to the majority of SHS employees. Nurses working 0.5 to 0.79 shall be granted benefits consistent with part-time employees as offered to the majority of SHS employees.

4. Per Diem
   a. Per Diem Nurses are those who work on an as needed basis as determined by the employer. Upon hire or transfer, the nurse is assigned to a home department and may be floated according to float guidelines. Per Diem Nurses will be assigned to a forty (40) hour work rule and must work variable lengths of shifts and will receive overtime on the basis of the length of the shift posted to which they agreed upon or forty (40 hours in a work week.)

   b. Per Diem Nurses who for the previous six (6) months have on average worked forty (40) hours or more per pay period will upon request be granted health insurance and TSA, appropriate to number of hours worked. These nurses will forfeit the Per Diem differentials in lieu of health insurance and TSA. Nurses must maintain the forty (40) hours per pay period average which will be reviewed on a quarterly basis in order to remain eligible for these benefits.

5. Temporary Nurses
   a. Temporary Nurses are those who are hired by the Hospital as employees for a temporary period not to exceed six (6) consecutive months.
b. An Agency Nurse is defined as a short-term nurse who is contracted by the hospital from an agency to fill immediate needs or holes in a schedule.

c. A Traveler Nurse is defined as a short-term nurse who is contracted by the hospital and generally fulfills a contract for a specific number of weeks e.g. a thirteen (13) week assignment.

6. Charge Nurses – A nurse who performs assigned clinical functions in addition to serving as a resource regarding patient care/unit specific needs per the job description. The Hospital and the Association agree that Charge Nurses will remain in the ONA bargaining unit during the term of this agreement.

a. A Charge Nurse who receives written or final corrective action may be removed from their Charge Nurse role. When a nurse is removed from their Charge Nurse role, the nurse will be placed with the same FTE in a position in their department, or a position in another department for which they are qualified.

b. If the Charge Nurse is unable to complete their Charge duties, they will work with their manager towards an equitable solution.

c. Primary Charge Nurse positions vacant due to vacations/illness will be filled in the following order:

1. Primary Charge Nurse – on a regularly scheduled shift.


d. For nurses without prior leadership or charge nurse experience, a minimum of six (6) months’ primary status within the nurse’s home department will be required for charge role at Samaritan Albany General Hospital. For nurses with prior leadership or charge nurse experience regardless of location, they may be placed in a charge role immediately upon hire.
e. The Charge Nurse will act as a liaison between staff and management in identifying staff/departmental needs and communicating with the manager to resolve issues in a timely manner. Charge Nurses do not enact disciplinary actions.

7. Preceptor Nurse – A staff nurse who has met the eligibility requirements and has received the additional training to act as a preceptor.

8. Introductory Nurse - A nurse employed by the Hospital shall be introductory and shall not become a regular employee until they have been continuously employed by Hospital as a nurse for a minimum of six (6) months. The introductory period may be extended by mutual agreement in writing of Hospital and Association. Nurses on introductory status may be dismissed or disciplined without recourse to the Grievance Procedure article. The nurse is to be advised, in writing, of the reason for their dismissal or discipline. The provisions of this article shall not apply to the establishment of eligibility for benefit accruals.

2.D. Each nurse covered by this agreement shall at all times have in writing in their personnel file the status (e.g., full-time, part-time, etc.) of their position. This file shall be made available to that nurse upon request to the Human Resources Department. All benefits, hours scheduled and rates of pay will be based upon their written status. Status of any nurse may not be changed without prior notification of the nurse involved.

2.E. 1. The Hospital will deduct Association membership dues from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization for the Hospital setting forth standard amounts and times of deduction. Deductions shall be made each pay period and remitted to the Association together with the names of those who authorized deductions.

2. All employees who are hired on or after July 1, 1976, must become members of the Association within thirty-one (31) days after beginning their employment. These employees and all present employees who are
members of the Association must maintain such membership as a condition of employment for the duration of this agreement.

3. In order to safeguard the rights of non-association of nurses based on bona fide religious tenets or teachings of a church or religious organization of which a nurse is a member, that nurse may exercise the choice of joining the Association or to pay an amount of money equivalent to regular Association dues, to a non-religious charity mutually agreed upon by the nurse and the representative of the Association. Payments are to be made on a regular monthly basis or in advance and receipts sent to a designated Association representative.

4. Nurses who are required hereunder to maintain membership and fail to do so, and nurses who are required hereunder to join the Association or pay to a charity and fail to do so, shall be terminated upon notice of such fact in writing from the Association to the Hospital.

5. It is understood and agreed that the Association will indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken or not taken by the Hospital in connection with, this Section E. Errors in deduction of Association dues shall be corrected no later than the first pay period following notification of such errors.

6. The Hospital will provide a thirty (30) minute meeting period monthly in-person or virtually (if necessary) for a bargaining unit nurse designated by the Association to discuss, contract and Association membership matters with orienting nurses.

2.F. Duly authorized representatives of the Association may visit the Hospital at any reasonable time to carry out the Association’s duties as the collective bargaining representative, provided that they first inform, by call or email Human Resource during regular office hours (or by telephone to the House Supervisor at 541-971-3384 or 541-812-4700 when HR is closed) of their presence and purpose of such visit, and the Hospital may exercise reasonable control over the times and places
for such visits in accordance with its operating needs. The Association shall be allowed reasonable use of the Hospital facilities for contract administration meetings. However, any scheduling must be done through the Administrative Secretary.

2.G. Hospital will furnish to the unit chairman monthly a list of all staff nurses covered by this Agreement with their names, addresses, phone numbers, status (i.e., full-time, part-time, or per diem), pay rates, employee identification numbers, department names, shifts, and hire dates. Hospital will also furnish to the unit chairman each month a list of such nurses who terminated. The Hospital will provide the names, addresses, phone numbers, status (i.e., full-time, part-time, or per diem), assigned nursing service department, and employee identification number, of staff nurses newly hired in the preceding calendar month.

2.H. REPRESENTATION

1. The employer will allow designated unit representative paid Union time when representing bargaining unit members at management called investigatory meetings.

2. If requested by the nurse, the Hospital shall allow a union representative to observe a disciplinary meeting. If the union representative is already on paid time, they may be compensated at their straight time rate of pay for time spent in such meeting. A union representative who is not already on paid time will not be compensated for time spent in such meeting.

2.I. If a nurse serving on the bargaining team is scheduled to work on a negotiation day they will be given mandatory absence hours not to exceed their FTE for that day. For contract negotiations, nurses on the bargaining team are not expected to report to work on the day of a negotiation session. Night shift nurses shall not be required to work a shift immediately before or after a negotiation session. It is the responsibility of the nurse to request the shift(s) off through the timekeeping system for the purpose of negotiations.

2.J. “Variable shift/position” is a nurse who is assigned to work variable day shifts prior to 1259 or variable night shifts after 1300 or a variable/variable is a
combination of days/night shifts. When assigning shifts for a schedule period, the
hospital will provide adequate rest time between scheduled shifts (e.g., a nurse
will not be scheduled for a day shift immediately following the previous night
shift). Nurses will have a signed document (e.g., a job application or status
change) of understanding which states position/shift prior to starting. A nurse
assigned a variable shift/position will also be assigned to a full-time or part-time
status, unless the nurse is a per diem.

ARTICLE 3 – MANAGEMENT RIGHTS

All powers, authorities, functions and rights not specifically and expressly restricted by
this agreement are retained by the Hospital. All policies, practices and procedures not
covered by this Agreement shall continue to be subject to exclusive management
control.

ARTICLE 4 – NURSING EDUCATION COMMITTEE

4.A. Recognition - A Nursing Education Committee (NEC) will be maintained at the
Hospital.

4.B. Composition – The chair and committee members shall be elected according to
bargaining unit bylaws. The Committee shall be composed of up to three (3)
registered nurses employed by the Hospital and covered by this agreement.

4.C. Objectives - The objectives of the Committee shall be:

1. To consider constructively the practice of nurses and evaluate requested
   educational opportunities as they pertain to current relevant nursing
   practice;

2. To be responsible for equitable distribution of continuing education funds;
   and

3. To exclude from any discussions any matters involving the interpretation
   of the agreement.
4.D. **Frequency of Meetings** - The Committee shall schedule regular meetings not to exceed one (1) meeting per month. Each of the three (3) selected Committee members shall be entitled to two (2) paid hours any month there are funding requests at their regular straight-time rate for the purpose of attending Committee meetings. The NEC agenda and minutes shall be posted on the nursing units.

The Nursing Education Committee will provide an annual report to the Vice President of Patient Care Services on the use of the funds by January 30. The annual report will list total numbers of nurses utilizing the funds, nurses’ names, the number of education days utilized, and the total dollar amount expended. The Hospital shall pay the NEC chair up to two (2) additional paid hours in January at the nurse’s regular straight time hourly rate of pay for the purpose of preparing the annual report. The Association will notify the Hospital whenever a new NEC chair is selected. The NEC agenda and minutes shall be posted on the nursing units. An update of year to date expended funds will be provided at each LMCC meeting as a standing agenda item.

4.E. **Special Meetings** - The hospital administration may request special meetings with the Committee, but such meetings shall not take the place of the regularly scheduled meetings of the Committee.

4.F. **Paid Educational Leave**

1. Paid educational leave shall be granted for approved voluntary educational opportunities designed to improve the practice of nursing at the Hospital. Nurses returning from a paid educational leave may be required to make a written or oral presentation to the nursing staff. All denied education requests will be forwarded by the nurse to the NEC chair within thirty (30) days of denial notice.

2. During each calendar year, each nurse shall, upon request, be entitled to forty-hours (40) of voluntary educational leave to attend an educational program or sit for examinations leading to certifications related to nursing that have been approved in advance by the NEC. The Hospital shall provide the following amounts for registration, examination fees and expense reimbursement related to educational leave: $30,000 annually.
Hospital required classes shall not be deducted from a nurse's paid educational leave. The Hospital agrees to consider approving requests for additional funds above the allotted annual amount for educational purposes on an individual basis.

**ARTICLE 5 – PROFESSIONAL DEVELOPMENT**

5.A. The Hospital shall provide counseling and evaluation of the professional performance of each nurse covered by this agreement not less than once per year.

5.B. The Hospital shall maintain a continuing in-service education program that is not in conflict with specific requirements for in-service programs which are issued by the appropriate accrediting organization of Hospitals.

5.C. In the event a nurse is authorized by the Hospital to attend in-service education programs, the nurse shall be compensated for time spent at such programs at the nurse's established rate of pay. Prior approval must be secured by each nurse before attending in-service education programs.

5.D. Each nurse may, upon request, be granted forty (40) hours' paid education leave per year to attend educational conferences recommended by the Nursing Education Committee and approved by the Hospital administration. Nurses may take hours from the forty (40) hour eligibility in increments matching the nurse's regularly scheduled shifts. Education leave days are to be considered as on-duty time and, except when necessary in cases of unavailability of sufficient staff, shall not be scheduled for the express purpose of occurring on days off. Such days are considered as duty time for purposes of PTO and pension accrual. The nurse upon return shall, upon request, make a written or oral presentation to the nursing staff.

1. In the case of an education leave of ten (10) days or more, payment of education leave and travel, meals and lodging expenses shall be conditioned on successful completion and continued employment for one (1) year. To obtain such payment, the nurse shall execute a payroll deduction authorization for repayment if conditions are not met.
2. In the case of an education leave of four (4) consecutive days or more, up to nine (9) consecutive days, payment of education leave and travel, meals and lodging expenses shall be conditioned on successful completion and continued employment for six (6) months. To obtain such payment, the nurse shall execute a payroll deduction authorization for repayment if conditions are not met.

5.E. Hours used for attendance for or maintenance of required certifications (for example, BLS, ACLS, NRP, and TNCC) or mandated educational programs will not be counted in the forty (40) hours. Mandatory SHS education must be done either online or at any SHS facility. Whenever possible, to limit that impact on patient care, staffing, and department operations, only one person per shift shall be permitted to attend recertification classes. As staffing allows, managers may permit more participants to attend. If a nurse chooses to complete an SHS offered mandatory competency outside SHS, at their convenience, NEC monies will apply, e.g. ACLS or PALS including registration/re-certification fees. Any extenuating circumstances must be pre-approved by the manager. Payment for hours will be equivalent to the time paid for Samaritan Professional Development classes. Nurses must use the time and attendance process to account for all time spent in education. Travel, meals and lodging expenses shall be paid by the Hospital on a usual, customary and reasonable basis. The first year a nurse obtains ACLS certification it may be done in a two day class setting. On recertification the RN may choose to take a class with the Hospital contributing the same dollar cost of the online course and a maximum of eight (8) hours of education time.

5.F. The Educational Reimbursement Policy of Samaritan Health Services will apply to Registered Nurses.

5.G. Paid educational leave can be taken for independent on line learning approved by the manager. One (1) hour of paid educational leave will be granted for each CEU hour successfully completed and documented. On line learning may occur during work hours if approved by the manager/supervisor. The nurse must transfer time to Education/In-service/Workshop time and may not be counted towards eligibility for overtime.
5.H. A full-time nurse granted an education day on the nurse’s regularly scheduled day of work or through schedule adjustment to meet FTE shall be compensated for all hours that the nurse otherwise would have worked. A part-time nurse granted an education day on the nurse’s regularly scheduled day off and Per Diem nurses will be compensated for actual hours attended at education days.

5.I. Paid time For pre-course work - All mandatory training time is considered paid time, including any required study, pre-work, pre-tests, and assessments assigned as preparation for classroom courses and for mandatory online training. The Hospital shall pay each nurse their regular straight-time hourly rate of pay for actual time spent on pre-coursework, not to exceed hours established by Professional Development as recommended by the course accrediting organizations. The NEC may consult with Professional Development regarding pre-coursework. Additional time needed due to extenuating circumstances will need to be discussed with manager and/or HR in advance for approval.

ARTICLE 6 – EQUALITY OF EMPLOYMENT OPPORTUNITY
Samaritan Albany General Hospital shall be in compliance with all state and federal regulations regarding discrimination. The parties agree that there shall be no discrimination against any nurse on account of membership or lack thereof in or lawful activity on behalf of the Association. It is specifically and expressly understood that taking an alleged violation of this article to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party, the Association and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of such alleged violation in any court or other available forum shall constitute waiver of arbitration.

ARTICLE 7 – HOURS OF WORK AND OVERTIME
7.A. The basic workweek shall be forty (40) hours in seven (7) consecutive twenty-four (24) hour periods or a variation totaling eighty (80) hours in fourteen (14) consecutive twenty-four (24) hour periods. The workweek shall be defined as Monday through Sunday so long as SHS defines it as such.
7.B. Except as otherwise agreed upon, the workday shall be eight (8) hours, ten (10) hours, or twelve (12) hours plus one-half (1/2) hour unpaid meal period. The Association will be notified of such agreed upon exceptions at least ten (10) days before implementation. The Hospital and the nurses shall be responsible for working together to arrange suitable meal and rest periods. Nurses may take their meal period between the fourth (4th) and seventh (7th) hour worked, for work periods of more than seven (7) hours. Nurses who work less than seven (7) hours (e.g. partial shift, Surgical Services callback) may waive their right to an uninterrupted meal period. The nurse must notify their manager in writing when they waive the meal period.

7.C. Nurses covered by this agreement shall be paid at one and one-half (1-1/2) times their regular straight-time rate of pay for all hours worked in excess of one (1) of the following:

1. Hours worked in excess of eight (8) hours, ten (10) hours, or twelve (12) within a twenty-four (24) hour period commencing at the beginning of the nurse's first shift.

2. Hours worked in excess of forty (40) hours per work week (or eighty (80) hours per pay period, where applicable), beginning at 12:01 a.m. Monday.

7.D. Compensable overtime must be properly authorized in advance or as soon as practicable if the nature of such overtime is such that advance authorization is impractical.

7.E. One fifteen (15) minute break will be allowed for each four (4) hour period of work. Restrooms and lockers shall be provided by the Hospital.

7.F. Work schedules or two (2) pay periods shall be prepared and posted electronically two (2) pay periods in advance of the schedule. Changes in posted electronic schedules shall not be made without mutual agreement of the Hospital and the affected nurse unless specified in other sections of this Agreement. Nurses may electronically request trades in their schedules when such trades will not result in overtime or premium pay obligations which would not otherwise have existed. Trades may not result in an imbalance of core or primary staffing. The
7.G. Every full-time and part-time nurse covered by this agreement shall share in the responsibility of working weekends. Hospital will allow regular nurses every other weekend off (except per diem RNs), or three (3) out of five (5) weekends off for those RNs working twelve (12) hour shifts. In the event nurses are not scheduled every other weekend off, Hospital shall meet with the nurses concerned to discuss the reasons. The provisions of this paragraph may be waived by mutual agreement in writing of the nurse and Hospital. Copies of such waivers signed after the effective date of this Agreement will be sent promptly to the Association. A weekend means Saturday and Sunday for day and evening shifts; and Friday and Saturday for night shift.

7.H. Per Diem Nurses receive a list of open shifts four weeks prior to schedule publishing. For the purpose of continuity of care, preference will always be given to the nurse signing up for entire shift as posted. Once a per diem nurse has accepted a shift and it is scheduled, fulfillment of that shift will be subject to the same attendance requirements for the shift as would a full or part-time nurse.

Per Diem nurses, with the exclusion of Hospice and Surgical Services, are required to be available to work one (1) holiday per calendar year, six (6) weekend shifts and fourteen (14) weekday shifts per six (6) months that the hospital has identified on the open shift or “needs” list.

7.I. Nurses who are scheduled to report to work for a shift when no work is available shall be paid an amount equivalent to four (4) hours' pay at their regular rate (plus applicable differential) unless the nurse volunteers to leave before four (4) hours and waives the four (4) hours of pay and duly reports off to their immediate supervisor before leaving the facility. If the Hospital fails to contact the RN prior to their arrival, and it has been determined by the supervisor that the RN is not needed to maintain safe staffing levels, the RN may leave immediately and still be compensated for two (2) hours of pay. This provision shall not apply (1) if the Hospital, at least two (2) hours before the shift begins, attempts to notify the employee or some person of suitable age or discretion at the telephone number which the employee has given the Hospital for reaching the employee that the Hospital shall respond to such requests within seven (7) days after receipt.
employee will not be needed; or (2) if the employee has not given the Hospital an operating telephone number where the employee can be reached.

7.J. In order to decrease the number of telephone calls made to nurses at home, the parties agree to the following measures. Nurses will notify the Nursing Supervisor at least three (3) hours prior to the start of their shift any time they will not be able to report to work and the Nursing Supervisor or Staffing Office will notify the nurses at least two (2) hours prior to the start of their shift if they will not be needed to report for work. Nurses are strongly encouraged to take advantage of the opportunity to sign up for extra work generally or on specific days or shifts; to sign up to volunteer for cuts, if needed, and/or to sign up for being unwilling to volunteer for extra work or cuts if that is the case. If sick calls are received after the two (2) hour shift reduction time limit, nurses who have been cut from a regularly scheduled shift will be notified that work is now available and if they choose to come in at straight time pay, the entire shift will be paid.

7.K. Low Census Cancellations - The Hospital maintains responsibility for determining a sufficient number of nurses who have demonstrated the necessary skills to care for the represented patient populations. While maintaining necessary core staffing, nurses may be placed on voluntary absence, mandatory absence, or on-call in the unit and shift where the low census occurs.

1. Definitions:
   a. Mandatory Absence (MA) - Involuntary cancellation from a regularly scheduled shift, paid at the regular rate, which is part of the nurse’s FTE. Cancellation may be the entire shift or a portion of a shift.
   
   b. Voluntary Absence (VA) - Voluntary cancellation from a regularly scheduled shift, paid at the regular rate, which is part of the nurse’s FTE. Cancellation may be the entire shift or a portion of a shift.

2. Cut Order: The priority for assigning cancellations or mandatory absences will be to protect regularly scheduled shifts paid at the regular rate of pay. In accordance with the definitions and guidelines in this Article, shift cancellations due to low census will be done in the following order:
   a. Agency Nurses
b. Travel Nurses, where possible (see verbiage in Section 6 below).

c. Temporary RNs

d. Non-bargaining unit nurses

e. Shifts above assigned FTE that are paid at a premium rate.

f. Overtime situations

g. Regular staff from a regularly scheduled shift paid at a premium rate

h. Per Diem staff

i. Shifts above assigned FTE that are paid at the regular rate, provided, however, that the nurse is responsible for informing the supervisor that they are working at a regular rate if the nurse is assigned a mandatory absence

j. Regular staff from a regularly scheduled shift at a regular rate of pay on a rotational basis.

3. Employees may request a voluntary absence via Kronos as unpaid time or as PTO, if accrued; provided, however, that the employees remaining on that shift have the ability to immediately perform the necessary work.

4. A Mandatory Absence (MA) rotation shall be utilized for a reduction of force due to low census, when insufficient volunteers are secured. The MA rotation will include charge nurses and primaries, provided, however, that the employees remaining on the shift where the reduction occurs have the ability to immediately perform the necessary work.

5. Mandatory Absence Rotation List – A list maintained by the Staffing Office or within the departments for those not supported by the Staffing Office.
Nurses who are given a mandatory absence for at least twenty-five percent (25%) of their shift will go to the bottom of the list. Surgical services may be cut up to a cumulative twenty-five percent (25%) to constitute a turn. Per diems will be included in their own rotation list for purposes of cancellation.

a. No nurse will mandatorily lose more than eighteen (18) cumulative hours, measured in two-hour (2) increments per pay period.

b. A nurse who reaches their maximum eighteen (18) hour mandatory absence limit mid-shift will be given the opportunity to return to work in place of the next nurse on the MA rotation list who has not reached maximum cut hours or stay home on voluntary absence on call for the remainder of the shift.

c. The nurse will be responsible to track their hours and notify the staffing office/supervisor before the shift if their maximum cut hours will be reached during that shift.

d. A nurse newly hired into the unit will be added to the top of MA rotation following completion of orientation.

6. Traveler Nurses are part of the regular schedule and shall be considered for mandatory absence if their contract allows. Mandatory cuts will not exceed traveler contract language. If the maximum allowable cuts have been met, the traveler nurse will be skipped and cuts will occur in the order identified above, at K.2.b.

7.L. Nurses scheduled to work, but assigned to on-call in lieu of such work, will be paid the on-call and holiday on-call rate specified in Article 20.

1. When the Hospital intends to assign nurses to on-call in lieu of scheduled work, it will first notify the involved nurses of its intent. Preference for such on-call assignments will be given to volunteers.

2. If a nurse is called back to work while on such scheduled on-call, the nurse will be paid for each hour actually worked on the call-back at one
1 and one-half (1-1/2) times the nurse’s regular straight-time hourly rate of pay.

3. If a nurse is on call, any hours not actually worked may be compensated through the use of accrued PTO.

4. If a nurse is called back to work while on such scheduled on-call the nurse will be paid the appropriate shift differential at one and one-half (1 ½) times the regular differential rate. (This also applies to callback in Articles 21 and 22.)

7.M. There shall be no pyramiding of one and one-half (1-1/2) or greater premiums or overtime. No pyramiding means that no more than one (1) rate of pay will be paid on any hour worked, unless identified by a specific provision of this agreement and any hour for which such a premium is payable under any provision of this Agreement shall not be counted again in determining whether such a premium or overtime should be paid for it or any other hour.

7.N. **REORGANIZATION/RESTRUCTURE** - Reorganization/restructure may happen when the Hospital determines a department(s) needs to be reorganized due to business needs. Should a reorganization take place, the following process will be followed:

1. The Hospital will give the Association and affected nurses thirty (30) calendar days’ notice.

2. The Association may request a meeting within five (5) days of such notification with the Hospital to discuss the need for the reorganization, process and timeline.

3. Nurses will be given a current department seniority list.

4. A nurse will have ten (10) days to challenge their seniority date with Human Resources by notifying the Association and Human Resources in writing.
5. Nurses will be given the new schedule(s), including FTEs and patterns. Nurses will rank all schedule options based on their primary job classification, shift and FTE status. Nurse will write their phone number on the selection paper where they can be reached during the selection process meeting. Nurses will be awarded positions based on classification and seniority. The Association will be invited to the selection process meeting. Per Diem nurses may not bid for open positions, nor may they displace any other nurse during this process, regardless of their seniority.

6. The Hospital will let nurses know of their awarded selection within twenty-four (24) hours.

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

7.O. The Hospital is committed to the ongoing consideration regarding the addition or part-time nurses as new positions are created.

ARTICLE 8 – PAID TIME OFF

8.A. Purpose - PTO is for the nurse to utilize as the nurse determines it best for their own personal needs or desires, in accordance with the following provisions. PTO is in lieu of sick, holidays and vacation.

8.B. Coverage - All full-time and all part-time nurses assigned to work twenty (20) hours per week or more shall be eligible for PTO. This plan does not apply to per diem or temporary nurses.

8.C. Scheduling - PTO days, with the exception of illness, must be scheduled far enough in advance so as to provide for adequate staffing.

1. Time off request during a posted schedule

For any requested time off of two (2) shifts or less, the request must be submitted via the electronic scheduling system at least two (2) weeks prior to the requested day.
2. **Future published schedules** - For any requested time off, the request must be submitted via the electronic scheduling system prior to the next posted schedule, but not more than twelve (12) months, prior to the requested time off.

3. It is understood that Sections C(1) and (2) above describe the process for requesting time off (subject to 8 below) and nothing herein prohibits a manager or the Staffing Office from using discretion to approve any other requested time off. It is understood that the earliest request will receive more favorable consideration. In the cases of the same minute receipt, preference will be given to the more senior employee.

4. All time off requests will be responded to within ten (10) calendar days of receipt not including the automated response. Initial response to include one of the following:
   a. Approval of PTO
   b. Denial of PTO
   c. Pending approval or denial, based on ability of coverage. (If a pending approval or denial is given, it must be finalized no later than twenty-one (21) days after the initial request is submitted.)

5. The nurse must have sufficient accrued PTO, or will have sufficient accrued PTO by the affected day(s) to actually request time off. Scheduled PTO may be rescinded at any point if sufficient PTO cannot be accrued to cover the requested absence. The Hospital will review approved PTO requests no later than eight (8) weeks prior to the effected pay period. As soon as it becomes evident (including prior to the eight (8) week mandatory review) the RN will not have sufficient PTO to cover the requested absence, the PTO will be rescinded and the next RN with a denied request will be offered that time off. Time off will be scheduled after taking into consideration departmental staffing needs and employee preference. Nurses will be informed of the status of their requests as soon
as possible. Once time off has been granted under this article, it will not be cancelled, unless agreed to by the nurse and the Hospital.

6. PTO which occurs during the pay periods containing Spring Break, Thanksgiving, Christmas Day, Christmas Eve, and New Year’s Day will be arranged according to departmental staffing practice. Nurses will be notified no later than eight (8) weeks prior to the above mentioned holidays.

7. PTO requests for the months of June, July, and August will be limited to two (2) week blocks at a time so more nurses may enjoy a part of the summer months off. Within three (3) months of the affected PTO dates, if no other employees in the department have requested the same time, additional time may be granted.

8. If there are time off request(s) for a specific date, at least one (1) of the requesting nurses for each shift and department will be granted that time off under C (1) and (2) unless such grant would be to the only nurse regularly scheduled for that department and shift who would be available on that date. For Emergency Department midshifts commencing between the hours of 0800 – 1600, one person will be granted time off. For the purpose of granting time off requests in other departments with mid-shifts, shifts beginning prior to 1259 will be considered a day shift. Shifts that start at 1300 or later will be considered a night shift.

9. When a PTO request is submitted prior to schedule being published, the Hospital will make every attempt to grant such requests while maintaining core staffing levels. It is the responsibility of the Hospital to find a replacement for the nurse requesting PTO (i.e., Per Diem, Part-time, trades, schedule/pattern adjustments, floats etc.) If such a replacement cannot be found, the PTO request may be denied. See Article 8.C.

10. Within four (4) weeks of PTO being granted, a nurse may return it without question, up to schedule posting. After four weeks of being granted, a
nurse may return PTO if the vacancy has not been replaced or with manager approval, up to the schedule posting.

11. After schedules are balanced (including utilization of all available staff i.e., Per Diem RNs) and schedules are published and final, an RN who has requested, but who has been denied PTO for some part of the period covered by the schedule, may request an available Per Diem or Part-time RN to work the shift(s) in question so that the RN can take the PTO requested, but denied, provided the Per Diem RN is qualified to replace said RN. Once PTO is granted based on Per Diem RN acceptance of such request to cover, and the Per Diem or Part-time is available for such shifts, it will not be rescinded. The hours worked would not create any overtime payment to the Per Diem or Part-time nurse. The requesting nurse has and uses PTO for the shifts taken off. The nurse requesting Per Diem or Part-time coverage for PTO must find replacement for all hours scheduled.

12. An employee who needs time off because of an illness or emergency must apply accrued PTO to such time off if the employee has more than forty (40) hours of accrued PTO. When taking time off for illness or emergency, the immediate supervisor must be notified at the earliest possible time of the employee's inability to report for work. The ability to work regularly is a requirement for continued employment. This expectation will govern decisions on employees who repeatedly take time off for illness or emergency. Excessive use of time off for illness or emergency purposes may result in disciplinary action and the Hospital reserves the right to require reasonable proof of illness.

13. When an employee is eligible for Workers’ Compensation, the amount of PTO payable will be reduced by the amount of Workers’ Compensation received so that the daily pay does not exceed the regular pay when working a normal shift.

14. All employees will be expected to continue sharing the responsibility for working on holidays. Holidays include New Year's Day, Easter, Memorial Day,
Independence Day, Labor Day, Thanksgiving, Christmas Eve Day and Christmas Day. Hours worked on such holidays shall be paid premium pay at one and one half (1 1/2) times the employee's regular straight time rate of pay when the majority of hours worked fall on the holiday. The Holiday is defined as the twenty-four (24) hour period from midnight until 2359 on the date of the holiday. [PRINTED CONTRACT IS NOT CORRECT. Above language is correct per TA of June 17, 2021.]

15. A nurse that works an extra shift on a holiday will receive two (2) times the regular rate of pay.

16. When a nurse agrees to work an extra shift and is placed on on-call, PTO will be accrued for those hours on on-call.

8.D. Accrual

1. Full-time and part-time nurses hired on or before July 9, 2014 shall accrue PTO at the applicable rates as set forth below, determined by the number of their hours worked, or scheduled but not worked because of low census days.

<table>
<thead>
<tr>
<th>Month of Service</th>
<th>Accrual Rates</th>
<th>Approximate Annual Accrual (for 40 hour week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 48th</td>
<td>0.1077 hours per compensable hour</td>
<td>28</td>
</tr>
<tr>
<td>49th through 108th</td>
<td>0.1269 hours per compensable hour</td>
<td>33</td>
</tr>
<tr>
<td>109th &amp; each month of service thereafter</td>
<td>0.1462 hours per compensable hour</td>
<td>38</td>
</tr>
</tbody>
</table>

Full-time and part-time nurses hired on or after July 10, 2014 shall accrue PTO at the applicable rates as set forth below, determined by the number of their hours worked, or scheduled but not worked because of low census days.
<table>
<thead>
<tr>
<th>Month of Service</th>
<th>Accrual Rates</th>
<th>Approximate Annual Accrual (for 40 hour week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 48th</td>
<td>0.0962 hours per compensable hour</td>
<td>25</td>
</tr>
<tr>
<td>49th through 108th</td>
<td>0.1154 hours per compensable hour</td>
<td>30</td>
</tr>
<tr>
<td>109th &amp; each month of service thereafter</td>
<td>0.135 hours per compensable hour</td>
<td>35</td>
</tr>
</tbody>
</table>

2. Employees within the introductory period will accumulate, but are not eligible for PTO pay until they have completed ninety (90) days from their most recent date of employment.

3. An employee may accrue up to seven hundred sixty (760) hours of PTO. Effective the first pay period following July 1, 2023, the maximum accrual will become seven hundred (700) hours. Any balance in excess of 700 hours on that date will be paid as a one-time cash out.

4. PTO pay will be computed on the employee's regular hourly rate of pay at the time the leave is taken, including shift differential if applicable.
   a. Cash out of accrued PTO shall be done in accordance with SHS policy. Requested cash outs shall be submitted by the nurse no later than November 30 for any of the designated pay-out dates identified for the subsequent year.

5. If appropriate notice is given, accrued but unused PTO time will be paid upon termination in accordance with this Agreement, provided that the nurse has successfully completed the introductory period. PTO time cannot be used as termination notice time.

6. Accrued PTO will be noted on the employee's paycheck, it being understood that such notation is subject to verification and that, in the case of any discrepancy between it and the actual accumulation, the latter will control.
ARTICLE 9 – EMPLOYMENT STATUS

9.A. A nurse shall have the right to a representative to accompany them to any
meeting with managers which the nurse believes may result in disciplinary action.
A nurse shall receive copies of any material of an evaluative or disciplinary
nature that is placed in the supervisory or personnel files and shall have the
opportunity to attach a response. Verbal and written corrective actions shall not
be considered in future progressive discipline after a period of five (5) years
unless there has been another corrective action or the nurse exhibits the same
behavior, performance or practice again. Final written corrective action will not be
subject to this language.

9.B. In order to avoid staffing and replacement difficulties, nurses are encouraged to
give as much advance notice of resignation as possible but at least fourteen (14)
calendar days (not including the day when notice is given) written notice of
intended resignation.

9.C. The Hospital shall give regular nurses fourteen (14) calendar days' written notice
of the termination of their employment provided, however, that no such advance
notice or pay in lieu thereof shall be required for nurses who are discharged for
violation of professional nursing ethics, insubordination, intoxication, drug abuse
or theft.

9.D. The Hospital shall have the right to suspend, discipline or discharge non-
introductory nurses for just cause. Any non-introductory nurse who feels they
have been suspended, disciplined or discharged without just cause may present
a grievance for consideration, following the Grievance Procedure article.

9.E. Nurses in orientation may be exempt from low census cancellation while actively
orienting when coded “Orientation” in the payroll program. The newly trained
nurse in specialty areas (OR, CCU, ED, and WC) may not transfer to another
SHS facility for two (2) years without written agreement of the manager.
ARTICLE 10 – LEAVES OF ABSENCE

10.A. Unless otherwise specified in this contract, leaves of absence will be granted in accordance with policy and applicable state and federal laws and will be administered by Human Resources.

10.B. A nurse will not lose previously accrued benefits as provided in this agreement, but will not accrue any additional benefits during the term of a properly authorized leave of absence.

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

10.D. Employees required to appear in court as a witness on behalf of the Hospital shall be paid their regular rate of pay for such witness time.

10.E. Jury Duty - Employees required to perform jury duty on days when they would otherwise be scheduled for work shall receive their regular daily pay for such days; provided, however, that the salary paid shall be reduced by the amount of money received by the employee for such jury duty and further providing that, upon being excused from jury duty during any day, an employee shall immediately contact their immediate supervisor for assignment for the remainder of that shift. When an employee receives a summons, they shall notify immediately their supervisor, so that arrangements can be made for work assignments. If a nurse must report for Jury Duty, they will immediately notify the appropriate scheduler or supervisor. A night shift employee shall not be required to work a shift immediately before expected jury duty service. If scheduled for the shift immediately following jury duty (e.g. jury duty ends at 1700 and the nurse is expected to report at 1900) the nurse may choose to take mandatory absence rather than report for the scheduled shift or the nurse may request to trade to another open shift within the same work week by notifying the appropriate scheduler or supervisor as soon as reasonably practicable.
10.F. Bereavement Leave.

1. **General** - In the event of a death of an immediate family member of a full or part-time employee, they will be allowed up to three (3) normally scheduled working days off with pay following the death to arrange for and/or attend the funeral. “Immediate family” is defined as: mother, father, sister, brother, parents-in-law, step-parents, step-children, siblings-in-law, grandparents, grandparent-in-law, and grandchildren. 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.

2. **OFLA Bereavement Leave** - Under OFLA an eligible employee 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, parent, biological, adopted or foster child, parent-in-law, same-sex domestic partner, grandparent and grandchild.”

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

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

   c. Employees 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 employee receives notice of the death of a family member.
ARTICLE 11 – SENIORITY

11.A. Seniority shall mean the length of continuous employment by the Hospital of a type covered by this agreement. A nurse who moves from covered employment into other Hospital employment, without a break in Hospital employment, will retain their accrued seniority. Seniority will not accrue while not in covered employment. Should two or more nurses be hired on the same date the following procedure will break the tie:

1. Seniority within the Department.

2. Hospital wide Seniority.

3. Seniority within Samaritan Health Services.

4. Date of original Oregon RN licensure.

5. Lowest Oregon RN license number.

11.B. Qualified senior nurses (with regular nurses deemed to be more senior for purposes of this section than per diem and temporary nurses) will be given first opportunity for shift preference and/or to move to another nursing service department within their areas of experience and qualifications, except that Hospital may, in its discretion, give such first opportunity to a junior qualified nurse if the latter has greater experience, education or ability to perform the work in question. In assessing the relative experience, education and ability of the nurses, Hospital's judgment shall not be arbitrarily or capriciously exercised. If no qualified nurse employed by Hospital applies for an available job vacancy, Hospital may fill the vacancy from any source, subject to the limitations set forth in Section G of this article. A nurse may not move to another nursing service department more than once within a four (4) month period, or within a twelve (12) month period when the nurse is in the LDRP or Surgical Services departments.

11.C. The Hospital shall electronically post a list of all job vacancies to be filled, including with such posting no less than the job vacancy's scheduled number of hours per shift, shifts per week, and predominant shift. A job vacancy will not be permanently filled until it has been posted for one (1) week.
11.D. **Extra Shifts/Needs List** - Available extra shifts will be electronically posted.

1. If more than one nurse signs up for an extra shift, and both nurses requesting the shift would be entitled to overtime for that shift worked, the Hospital will give preference to the nurse signing up for the entire shift as posted then will schedule the more senior nurse for the extra shift, provided that the nurse signed up for the shift within the seven (7) days after the day the Needs List was posted, meets department skills requirements, and has agreed to be first cut.

2. If more than one nurse signs up for an extra shift after the seven (7) days the nurse who signs up first for the complete shift has rights to the overtime shift even if a more senior nurse has signed up at a later time.

3. A nurse may sign up for extra shifts; however, the Hospital may limit nurses to one hundred eight (108) hours in a pay period. If the Hospital is concerned about patient care and safety, the Hospital reserves the right to limit the number of extra shifts a nurse may work. Once a nurse picks up an extra shift, it is considered part of their schedule.

11.E. Layoff. Hospital management will notify the Association at least thirty (30) days prior to initiating a layoff. In the event of a Hospital 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 the Hospital within the bargaining unit in the reverse order of seniority provided that the remaining nurses currently possess the necessary competencies and skills to perform the work to be done. Should removing the least senior nurse result in inadequate competency and skills in the unit, then that nurse shall remain and the next least senior nurse shall be laid off.

2. No bargaining unit positions will be awarded to non-bargaining unit applicants until the conclusion of the layoff/reorganization is completed.
3. All nurses who meet qualifications shall be considered for available positions within their current unit.

4. Employees will be paid severance in accordance with the current Hospital Severance policy. Nurse will waive recall rights by accepting severance.

5. The Hospital will provide the Association a list of the employees to be laid off, a seniority roster and a list of vacant positions within the bargaining unit. The list will include department, unit, FTE and shift. The Association and affected nurses will have ten (10) days to review and contest seniority dates.

6. Nurses shall be recalled from layoff in the order of seniority provided that they have the necessary skills and competency to perform the work. If a laid off nurse is recalled to a shift different from the nurse’s assigned shift at the time of the layoff, the nurse may refuse such recall. The nurse may not refuse more than on two occasions or recall rights will be forfeited.

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

11.F. Termination of Seniority - Seniority shall be broken and terminated if an employee quits; is discharged for just cause; fails to report for work at the termination of a leave of absence or extension thereof; is on leave of absence for personal or health reasons and accepts gainful employment without permission; is laid off for six (6) consecutive months; or is laid off for less than six (6) consecutive months and the nurse fails to report for work within three (3) working days after being notified by telephone or, if not available by telephone, by certified mail at their last known address. The period may be extended to seven (7) calendar days if the nurse notifies the Hospital within three (3) working days that additional travel time is needed.

11.G Nurses will not be regularly scheduled to work different shifts unless they agree to do so in writing. Nurses will not be temporarily scheduled to work different
shifts for more than three (3) days in any calendar month unless they agree to do so in writing. A nurse who is temporarily scheduled, without the nurse's agreement, to work different shifts for three (3) or fewer days in any calendar month will receive an additional $175 for each different shift worked. For temporary schedules under this section, seniority will apply provided the nurse has the ability to immediately perform the necessary work. Hospital may in its discretion pay additional bonuses to nurses who are scheduled to work different shifts under this section, but not to exceed $2,100 per month for up to three (3) consecutive months within a calendar year. Hospital will promptly notify Association of such bonuses paid after the effective date of this Agreement.

ARTICLE 12 – NO STRIKE

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

ARTICLE 13 – GRIEVANCE PROCEDURE

13.A. A grievance is defined as a complaint by one (1) or more nurses regarding Hospital’s interpretation or application of the provisions of this agreement, including discipline or dismissal of the nurse (except for discipline or dismissal of an introductory nurse, which shall be final and binding on Hospital, the Association and the introductory nurse).

13.B. It is the express intent of the parties that grievances be resolved informally whenever possible and at the lowest level of supervision. If a nurse cannot resolve a prospective grievance with their immediate supervisor, the nurse may present a grievance exclusively in accordance with the procedure set forth below. Time limits contained in this procedure may be extended by mutual agreement of the Employer and Association.

13.C. Dismissal grievances must be filed in writing within the first fourteen (14) days following the dismissal and shall be initially filed with the VP of Patient Care Services or designee.
Step 1 - The nurse may present the grievance in writing to the immediate manager to whom the nurse reports, within fourteen (14) calendar days from the occurrence or the time when the nurse should reasonably have been aware of the occurrence giving rise to the grievance. A written grievance shall set forth the nurse's complaint, provisions(s) of this Agreement allegedly violated, and the specific remedy requested.

The immediate manager shall meet with the nurse to consider the grievance within fourteen (14) calendar days of the grievance's presentation to the immediate manager. The immediate manager shall, regardless of such meeting, respond to the grievance in writing within fourteen (14) calendar days of the grievance's presentation to the immediate manager.

Step 2 - If the grievant is not satisfied with the immediate manager's response, or has not received such response in the described time, the grievant may present the grievance in writing to the Vice President of Patient Care Services or designee, within fourteen (14) calendar days after the period specified for the departmental manager's response at Step 1.

The Vice President of Patient Care Services or designee shall meet with the nurse to consider the grievance within fourteen (14) calendar days of the grievance's presentation to the Vice President or designee. The Vice President of Patient Care Services or designee shall, regardless of such meeting, respond to the grievance in writing within fourteen (14) calendar days of the grievance's presentation to the Vice President of Patient Care Services or designee.

Step 3 - If the grievant is not satisfied with the response of the Vice President of Patient Care Services or designee or has not received such response in the described time, the grievant may submit the grievance in writing to the Chief Executive Officer (CEO) or their designee within fourteen (14) calendar days after the period specified for the response of the Vice President of Patient Care Services or designee at Step 2.
The Chief Executive Officer or their designee shall, within fourteen (14) calendar days after submission to Step 3, meet with the nurse and a representative of the Association, if the nurse so desires. The Chief Executive Officer or his designee shall make a determination of the matter in writing within fourteen (14) calendar days following said meeting or, if no meeting is held, within fourteen (14) calendar days following the period during which said meeting could have been held at this step. The determination shall be in writing, with copies sent to both the grievant and the Association.

Step 4 - If the CEO’s determination at Step 3 is unsatisfactory to the grievant or if such determination has not been made within the described time, the Association, with the written consent of the grievant, may present the grievance to arbitration if written notice is given to the CEO within 14 calendar days after the CEO's determination or, if such determination is not given as described, within fourteen (14) calendar days after the date when such determination should have been issued.

13.D. In the event a grievance is submitted to arbitration, the arbitrator shall be selected by mutual agreement between representatives of the Association and Hospital. If they cannot agree on an arbitrator within five (5) calendar days after written notice of submission to arbitration, the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of seven (7) Oregon arbitrators from which each representative shall strike alternately a name until only one name remains. The remaining person shall be selected as the arbitrator.

13.E. The arbitrator’s decision shall be final and binding upon the nurse, Association, and Hospital; provided, however, that they shall not have the authority to modify, add to, alter, or detract from provisions of this Agreement, or to award any monetary or other relief for any period earlier than twenty-one (21) days prior to the date on which the written request was submitted to the Vice President of Patient Care Services or designee. The Hospital and the Association agree to jointly request that the arbitrator issue the written decision within thirty (30) days of the closing of the hearing or the submission of the briefs, whichever is later. The arbitrator's decision and award shall be based solely on their interpretation of
1. the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does not involve an interpretation or application of the terms or provisions of this Agreement, the arbitrator shall so rule in their award and the matter shall not be further entertained by the arbitrator. The arbitrator shall not render an award inconsistent with the Management Rights article of this Agreement.

13.F. Failure of the Hospital to respond within the specified time shall allow the nurse to submit the request to the next level. Failure of the nurse or the Association to submit the request to the next level within the specified time shall constitute abandonment of the request, except that the time limits set forth in this article may be waived by mutual agreement of the Association and Hospital in writing.

13.G. The fee and expenses of the arbitrator shall be borne equally by the Association and the Hospital. Each party shall otherwise bear its own expenses related to the arbitration.

ARTICLE 14 – HEALTH AND WELFARE

14.A. Laboratory examinations and/or immunizations, when indicated because of exposure to communicable disease during the course of employment in the Hospital, shall be provided by the Hospital at no cost to the nurse.

14.B. The Hospital will provide the present Health and Dental programs, or substantially similar programs which the Hospital may offer in their place(s).

14.C. All nurses who are eligible for the Samaritan SHS health, dental, and vision plans will participate in accordance with the terms of such plans.

Nurses may opt out of the Medical/Pharmacy benefit with proof of other insurance and receive $55.39 per pay period. Such proof must be provided annually to Human Resources. In addition to providing documentation, the employee must opt-out electronically in the benefits enrollment system annually.

14.D. Premium Rate Determination - The employee’s contribution rate will be the same as the rest of the majority of the Hospital employee’s, provided, however, that the
14.E. The Hospital will provide life insurance coverage for each nurse (half time or more), with the Hospital paying the full cost of the basic coverage.

14.F. The Hospital will offer a plan or plans under which employees may, as permitted by law, direct the use of their pre-tax compensation for the payment of (1) the employee's share of the subscription cost of the applicable coverage under C or D above, (2) the employee's eligible health, dental, and vision expenses not covered by such programs or any other insurance, and (3) the employee's eligible dependent care expenses.

14.G. Nurses will receive the Hospital's provided long-term disability insurance program, in accordance with its terms, offered to a majority of the Hospital's employees not in the bargaining unit.

14.H. Impact of Health Care Reform - The parties agree that Health Care Reform legislation may impact the provision of health insurance benefits under this Article. Given that, either side may reopen this Article once during the term of the Agreement to bargain over required changes. The party desiring such reopener shall provide written notice to the other party initiating the reopener. The parties will then meet promptly and bargain for a period of no more than 90-days over any proposed changes to this Article. At the end of the 90-day bargaining period, Article 12 (No Strike. No Lockout) and Article 13 step 4 (Arbitration) will be suspended, but only for any disputes that may arise under this Article 13.C).

14.I. Samaritan Health Services (SHS) will include a representative from the SAGH ONA bargaining unit on the SHS Health Insurance Advisory Committee within six (6) months of ratification. The SAGH ONA Executive Committee will establish a list of four (4) nurse candidates from the bargaining unit, from which the Hospital shall make one (1) appointment to the committee. The nurse will be paid for time attending meetings. This time will not drive contractual overtime. 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. The committee will meet at least annually or more often as decided by the committee.

ARTICLE 15 – PENSIONS

15.A. The Hospital will provide a retirement plan known as the Samaritan Health Services Retirement Plan, in which employees may participate in accordance with its terms. As of 2001, the Plan formerly known as the Albany General Hospital Employee Retirement Plan (“Albany Plan”) will be known as the Samaritan Health Services Retirement Plan, but nurses formerly participating in the Albany Plan may continue to participate under the terms previously provided by the Albany Plan until 2011. Nurses will participate in accordance with the terms of the Samaritan Health Services Retirement Plan which will include a contribution of the Hospital of four (4%) of eligible compensation. Upon request, the Hospital will request from the Plan’s administrators all available information with regard to the nurse’s status and eligibility in the Plan.

15.B. The Hospital will afford each employee the opportunity to participate in the Samaritan Health Services Tax Sheltered Annuity Plan according to the terms of the plan. For nurses hired on or before July 9, 2014 the Hospital will match the contribution of the eligible nurses up to three (3) percent of gross pay. For nurses hired on or after July 10, 2014 the hospital will match the contribution of the eligible nurses up to two (2) percent of gross pay.

15.C. Hospital will not change the benefit or eligibility provisions of the Plan without first notifying Association of the projected change and, if requested by Association, entering into bargaining regarding such change. If, in such bargaining, the parties do not agree on the change, it will not be implemented as to nurses covered hereunder during the term of this Agreement, except as required by law.
ARTICLE 16 – SEPARABILITY

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

ARTICLE 17 – SUCCESSORS

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

ARTICLE 18 – FLOATING

18.A. Nurses will float to other units, except as limited below:

18.B. Nurses will not be required to float out of their regular unit while an agency nurse is working on the same unit and shift, unless:

1. The nurse volunteers to float, or

2. Hospital has attempted without success to call in per diem, part-time, or off-duty nurses to perform the assignment to which floating is contemplated, and the agency nurse working on the potential floating nurse's unit and shift is not qualified for the float assignment.

3. If a nurse is floated to another unit under B.2 above, such floating will be in accordance with the nurse's unit floating plan.

4. No nurse will float to a unit, unless oriented to the unit.
5. A nurse on Day Off Premium shall not be required to float outside of their department, unless they are asked and agree to float.

18.C. Nurses covered by this Agreement shall not be required to float to another medical facility unless the nurse mutually agrees to do so.

18.D. No nurse shall be assigned to float to a fully staffed unit that has placed department nurses on regular shift mandatory absence on-call. Exceptions to this may include:

1. When nurses on a unit and shift have reached their maximum cut hours and have regularly scheduled nurses who are qualified and willing to float to another unit to maintain their FTE equivalent hours.

2. When there is insufficient work available within the home department of primary core staff who are required to be in house at all times, these nurses may be floated to another unit in which they are qualified to work.

ARTICLE 19 – DURATION AND TERMINATION

19.A. This agreement shall be effective upon signing by both parties, except as otherwise provided herein, and shall remain in full force and effect through June 30, 2024.

19.B. If either party here/ to desires to modify or amend any of the provisions of this agreement, it shall give written notice to the other party not less than ninety (90) days in advance of June 30, 2024.

ARTICLE 20 – COMPENSATION

Rates of compensation are set forth below, which is hereby made a part of this agreement.

20.A. **STEP SYSTEM OF PAY** - The wage is composed of a series of progressing steps established to recognize experience and length of service ending with a thirty (30)-years-of-service step. There will be a years of service requirement to move to a higher wage step after new hire initial step placement.
1. The wage rate increase between each year-of-service step will be three (3) percent.

2. A nurse will progress to the next step on the scale on the nurse’s most recent anniversary date of employment with the Hospital as a nurse, provided that on such date (1) the nurse has completed at least the years of service with the Hospital that correspond to the next step; (2) the nurse has completed 1100 hours of service with the Hospital for the preceding twelve (12) months or since their last step increase; and (3) the nurse has satisfied the requirements set forth in B below. If the nurse has not completed the requirements of this paragraph the nurse will progress to the next step effective with the first full pay period beginning after he or she has satisfied all such requirements.

3. Between step 7 through 15, a nurse will meet the years of service requirement and move to the next step if they work 2200 hours, is employed twenty-four (24) months and has satisfied the requirements set forth in B below. Between steps 15 through 30, a nurse will meet the years of service requirement and move to the next step if they work 5500 hours is employed sixty (60) months, and has satisfied the requirement set in B below.

20.B. PROFESSIONAL ACCOUNTABILITY REQUIREMENTS - To be eligible to progress to a higher step on the wage scale set forth below, have successfully completed during the twelve (12) months preceding the nurse’s anniversary date:

1. Completion of the annual competency requirements

2. TB Mask Fit Testing

3. Basic Life Support

4. Maintenance of current licensure
If the above requirements are not met by the anniversary date, the increase will be effective with the first full pay period beginning after completion of the requirements. This will become the date for future step adjustments.

20.C. STEP PLACEMENT

1. 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 (or hospice, if appropriate) setting. Other RN experience will be credited as one year of credit for every two (2) years of experience. New hires will be placed at the wage step corresponding to the years of prior experience.

2. Once a nurse is placed on the SAGH wage scale, the hours requirement and years of service rule will govern their progression through the scale. For example, nurses hired with fifteen (15) years of acute care (or hospice if appropriate) experience will be put on Step 15 and those nurses will be eligible to move to Step 20 after working 5500 hours is employed sixty (60) months, and has satisfied the requirement set in B above.

20.D. WAGES - The following wage increases will apply to nurses during the term of this agreement. All wage increases will become effective the first day of the first pay period following the increase effective date.

Effective the first day of the first pay period following July 1, 2021, the wage scale hourly rate shall be increased by two and three-quarter percent (2.75%) on all steps on the wage scale.

Effective the first day of the first pay period following January 1, 2022, the wage scale hourly rate shall be increased by one percent (1.00%) on all steps on the wage scale.

Effective the first day of the first pay period following July 1, 2022, the wage scale hourly rate shall be increased by two and three-quarter percent (2.75%) on all steps on the wage scale.
Effective the first day of the first pay period following July 1, 2023, the wage scale hourly rate shall be increased by two and three-quarter percent (2.75%) on all steps on the wage scale.

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**20.E. CERTIFICATION DIFFERENTIAL**

1. A nurse may apply for and will receive a three (3) percent per hour certification differential as of the application date, if the nurse has a current state or national specialty certification recognized in Appendix A on file with the Hospital. The differential will commence the first day of the pay period following the date that written evidence of the passing test score or continuing certification is received by SAGH HR.

2. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration of the certification, unless the nurse submits proof to SAGH HR of certification renewal prior to that date.
3. Only one (1) certification and one (1) certification differential will be recognized at a time for the purposes of this section.

20.F. PRECEPTOR DIFFERENTIAL - A staff nurse trained as a preceptor at the request of the Hospital shall receive a one dollar and fifty cent ($1.50) differential per hour for hours worked acting in the capacity of a preceptor in the first pay period following completion of the computer-based learning module. Nurses who act as preceptors will receive feedback on their annual performance appraisal related to such duties.

20.G. BSN/MSN PREMIUM - Effective the first day of the first pay period following ratification, any nurse holding a BSN will receive a differential of one dollar and fifty cents ($1.50) per hour. Any nurse holding an MSN will receive a differential of one dollar and seventy-five cents ($1.75) per hour. Nurses will be eligible for only one degree differential. BSN/MSN diploma or transcripts must be received in SAGH HR for differential to begin. The differential will commence the first day of the pay period following the date the diploma or transcript is received by SAGH HR.

20.H. SHIFT DIFFERENTIAL - The evening shift differential will be two dollars and fifty cents ($2.50) per hour.

Nurses working hours on both evening and night shifts will be paid the differential based on the majority of time the hours are worked. Evening shift is considered to be between 3:00 pm and 11:30 pm. Night shift is considered to be between 11:00 pm and 7:30 am.

For regular nurses with less than four consecutive years on night shift will be paid at the rate night shift differential of five dollars ($5.00) per hour. For regular nurses working four to eight (4 – 8) consecutive years on night shift, the rate will be five dollars and seventy-five cents ($5.75) per hour. For regular nurses working nine (9) consecutive years or more on night shift, the rate will be six dollars and twenty-five cents ($6.25) per hour.
20.I. WEEKEND PREMIUM - For weekend work on which the nurse is not eligible for time and one-half or greater pay under any provision of this Agreement and is not eligible for day off premium, the nurse will be paid a weekend differential of two dollars ($2.00) per hour worked. This premium will not be paid for any unworked hours. Weekend work for purposes of this section is defined as work on day and evening shifts on Saturday and Sunday and on night shift on Friday and Saturday. The twelve (12) hour shift weekend begins on Friday at 1900 and ends on Sunday at 1930. No more than twenty-four (24) hours of weekend differential will be paid to twelve (12) hour shift nurses.

Hours worked on a scheduled weekend off will be paid a $20 premium for all hours worked on weekend off. Hours worked in determining eligibility for this premium will not include hours worked as a result of trades; or at the request of other nurses. This section will apply only if the nurse also works all of their scheduled shifts in the same workweek, other than such shifts that were not worked because of a low census day, because of a previously approved protected state and federal leaves or because they had previously been scheduled as PTO prior to the schedule being published.

20.J. ON-CALL
1. Regular nurses shall be required to be on on-call as described in Article 7 Hours of Work, Article 21 Surgical Services Provisions, and Article 22 Hospice

2. The base on-call rate for all nurses shall be five dollars ($5.00) per hour and the holiday on-call rate shall be six dollars ($6.00) per hour.

20.K. DAY OFF PREMIUM
1. Full-time nurses will be paid at one and one-half (1-1/2) times their regular straight-time rate of pay for all hours worked at the request of the Hospital on their regularly scheduled day or days off, except when there is a change of schedule agreed upon by the Hospital and nurse. Part-time nurses will be eligible after working the equivalent of 36 hours per week; however any part-time nurse that accepts a shift with the approval of management or the staffing office within one (1) week of the need will be
paid one and one-half (1 1/2) times their regular straight time rate of pay. Hours worked in determining eligibility for this premium will not include hours worked as a result of trades; at the request of other nurses; or of being called back to work while on on-call. This premium will not be paid for any un-worked hours. This section replaces all other premiums for working extra or unscheduled shifts which may have been in existence before this section’s effective date.

a. This section will apply only if the nurse also works all of their regularly scheduled shifts in the same workweek, other than such shifts that were not worked because of a low census day or because they had previously been scheduled as PTO.

b. Once the shift has been accepted by the nurse and the schedule has been posted the nurse will fall under the same requirements as a regularly scheduled nurse to fulfill the shift.

2. This section K will be subject to the no pyramiding provisions of this Agreement. (Example: If a nurse is paid the premium under this section, the hours so paid will not be counted toward the computation of weekly overtime.) No hour will be eligible for the payment of two (2) such premiums.

20.L. The hourly rate of pay for per diem and temporary nurses shall be per hour above the appropriate base rate of pay and no additional fringe benefits (except for weekend premium under I) will accrue. The per diem differential is four dollars and fifty cents ($4.50) per hour.

20.M. MERIT - Association recognizes this Agreement to contain the basic standards of employment. Hospital may reward individual nurses’ performance over and above the prescribed standards called for in this Agreement. Hospital will give Association notice and an opportunity for discussion before implementing any reward under this section.
20.N. **CHARGE NURSE** - The Charge Nurse wage scale is five percent (5%) above the Staff RN scale. Primary Charge Nurses will receive this rate for all hours worked. Nurses who hold a secondary assignment as a Charge Nurse will receive the five percent (5%) increase for hours worked while in the secondary assignment.

**ARTICLE 21 – SURGICAL SERVICES PROVISIONS**

Surgical Services departments shall be comprised of the Operating Room and Ambulatory Surgery (Post Anesthesia Care Unit, Outpatient Surgery, and Endoscopy).

21.A. **ON-CALL**

1. Regular nurses in Surgical Services (except Surgery Pre-Admission Nurse) shall be required to be on-call as scheduled. Nurses scheduled for on-call and holiday on-call will be paid as specified in Article 20.J.

2. On-call pay shall continue through periods of call back.

3. Nurses will be notified one week prior to the opening of the call schedule the number of call shifts they are required to sign up for not to exceed sixteen (16) hours Monday-Friday. Nurses will sign up for call in the time keeping system once the call schedule is opened. Nurses who fail to sign up for the required call shifts will be assigned call by the Staffing Office. Surgical Services nurses may trade or pick up extra call once the schedule is posted. Prior to the schedule posting, the Hospital shall notify a nurse of any changes made to the preliminary schedule.

4. Nurses who voluntarily accept additional call from peers are not eligible for a premium. Ambulatory Surgery nurses shall be scheduled by the Staffing Office on a rotating basis on a weekend (Saturday and Sunday), not to exceed one (1) weekend every five (5) weeks.

OR Nurses shall be scheduled by the Staffing Office on a rotating basis (Friday-Saturday) not to exceed one weekend every five (5) weeks. The Friday attached to the weekend will count towards the sixteen- (16-) hour maximum Monday through Friday.
On a rotating basis for holidays referred to in the PTO Article 8 and days when the operating room is closed.

If a holiday falls on a weekend, the nurse may choose to take the entire weekend on-call which would count in the five (5) week weekend rotation.

5. Orphan on-call is defined as previously scheduled on-call which must be filled after the schedule is published and the vacancy is posted by a supervisor. Volunteers who agree to take orphan call will receive Bonus Call payment. If there are no volunteers to take orphan on-call, it will be assigned on a rotating basis.

a. Bonus on-call rate shall be double the regular on-call rate. Call back shall be compensated at the rate of time and one half the nurse’s regular hourly rate and twelve (12) dollars per hour.

b. Orphan turn is defined as:

1. From end of shift to 2300

2. From 2300 to beginning of shift or to 0700, whichever comes first

3. Twelve (12) hours on a weekend

4. From end of shift to beginning of next day shift or 0700, whichever comes first

Not counted are the 2-3 hours that a person may pick up to help out a peer.

6. A nurse who volunteers to take an orphan turn shift will be moved to the bottom of the mandatory assigned call list.

7. The Hospital agrees that during the term of the 2021 – 2024 Collective Bargaining Agreement only, that at age sixty-two (62), Surgical Services nurses are no longer required to sign up for call and may request to be
removed from the weekend call rotation. If the nurse chooses to take call, they may sign up in Kronos. These RN’s are not subject to mandatory call assignments. This agreement for Surgical Services to no longer take call after age sixty-two will automatically sunset at the end of the 2021 – 2024 Agreement. Nurses who are eligible at the end of the 2021 – 2024 Agreement will be grandfathered in for the remainder of their career at SAGH.

8. Nurses who work in the Pre-op Clinic are exempt from call.

21.B. CALL BACK

1. Call back is defined as reporting to the hospital from scheduled on-call after being released from work. Call back will be compensated at the rate of time and one half the nurse’s regular hourly rate of pay for not less than three (3) hours of pay.

2. When nurses for their convenience split call, in the event that a three (3) hour call back is still in effect for one (1) nurse and the other nurse is called in, the call back pay for the first nurse will stop when the second nurse swipes in to call back.

3. The number of hours paid for call back shall not exceed the number of hours assigned on-call.

4. Call back shall not be paid in combination with regular pay for the same hours worked. If call back coincides with the start of a regular shift, three (3) hours of call back will be paid, then regular hours will commence.

5. Nurses on-call back shall check with the department manager or house supervisor before being released to leave the hospital.

6. If a nurse is called in during an on call shift and has not had at least eight (8) consecutive hours off immediately prior to the nurse’s next regularly scheduled shift of work, that nurse may request not to work the next regularly scheduled shift before that shift begins. If, after the nurse has
made such a request, the hospital cannot accommodate the time off request, the nurse will be paid one and one half times (1 1/2) the nurse’s straight-time hourly rate of pay for work during such regularly scheduled shift. In the event of a mandatory absence in that unit and shift, a nurse working under the preceding sentence will be the first nurse to be reduced in hours on that shift under Article 7.L or given the option to go to straight time for the remainder of their shift.

Alternatively, the nurse may request to be excused from the beginning of the next regularly scheduled shift to rest and then report to work later when the nurse has determined that they have had sufficient rest to provide safe patient care. If such a request is granted, when the nurse returns to the shift the nurse shall not be eligible for time and one-half compensation.

7. Any Surgical Service nurse called back for a shift may waive their rights to meal and rest periods on a shift-by-shift basis and the nurse shall be paid for 30-minutes for their missed meal period if they are required to be at the hospital for six (6) or more consecutive hours at the call back rate of pay.

21.C. SURGICAL SERVICES AFTER SHIFT DIFFERENTIAL - If a nurse is unable to leave work at the end of the shift because there are more OR cases than the Call Crew can manage, the nurses will be paid at time and one half for the first hour of work. After the first hour of overtime worked, the nurses will receive overtime and a bonus of $12.00 per hour until they are released from work.

21.D. SURGICAL SERVICES SECOND CREW DIFFERENTIAL - If a nurse who is not on-call agrees to come in to take an unscheduled case because the Call Crew has already been deployed, the nurse shall receive the extra shift premium of time and one half the regular rate of pay plus a bonus of $12.00 per hour for a minimum of three (3) hours or the number of hours worked, whichever is greater.
21.E. CHARGE NURSE AND CLINICAL COORDINATOR DIFFERENTIAL - Surgical services charge nurses and clinical coordinators meet the definition of charge nurse as described in Article 2.C.6 and shall receive the charge nurse differential described in Article 20.N.

21.F. AMBULATORY SURGERY - PACU nurses required to be on on-call shall be called back to recover surgical patients except that Hospital may use OB nurses to recover OB patients instead of such callback.

21.G. PER DIEM - Per Diem nurses assigned to Surgical Services shall be required to be available to work a minimum of fourteen (14) shifts per six (6) month period which have been identified on the open shift or “needs” list. Per Diem nurses may elect to take call. If the percentage of vacant regular nurse positions, in either ambulatory surgery or operating room, falls below 75%, the Hospital may require per diem nurses in that department to sign up for call shifts for one weekend within a ten-week period and two weekdays within a ten-week period.

ARTICLE 22 – OUTPATIENT HOSPICE PRACTICES

22.A. ON-CALL - VALLEY

1. For both expected and unexpected leave coverage, including PTO and FMLA, of the regular on-call RNs, the department would continue to ask for volunteers via a sign-up sheet. If vacant shifts remain on the sign-up sheet, Hospice will assign, in rotation, orphan shifts not to exceed one shift per month. Shifts covered to backfill vacancies are orphan call shifts paid at the orphan call rate as defined in Article 21.A.6.

2. The on-call coverage shall be converted to two shifts on the weekdays: 1630 – 0030 and 2400 – 0830 and three shifts on weekends: 0800 – 1700, 1630 – 0030, and 2400 – 0830. The Hospital shall compensate nurses for these hours worked at the nurse’s hourly base rate plus any applicable shift differentials.

3. If a nurse signs up for the converted on-call shifts, (weekends, evening and night) shifts, the Hospital shall compensate them for all hours worked, including PTO accrual with the following exceptions: the Hospital shall not
4. Nurses picking up on call shifts may be given Hospice Outpatient nursing tasks for the times they are not triaging calls or visiting patients. The primary core tasks of the on-call position shall be urgent patient care needs. These additional tasks shall not interfere with urgent patient care needs. If urgent care tasks fill the shift, the nurse shall report the unfinished assignments to the manager.

5. The nurse would be given the option of taking the day before and the day after a night shift off, which waives the 8-hour rest rule (Article 22.C.4). If a weekend shift is picked up in lieu of days off around a call shift, the extra weekend differential of $20 per hour would not apply (Article 20, Section I). The nurse would continue to be eligible for the weekend differential per Article 20, Section I. Should a nurse not pick up additional hours to meet their full FTE, the nurse shall choose to take PTO or MA for the shift before and/or the shift after a night shift to bring them up to their FTE.

6. When a nurse is placed on-call for a regularly scheduled shift, on call pay shall continue during periods of call back.

22.B ON-CALL – COASTAL - Nurses scheduled for on-call and holiday on-call will be paid as specified in Article 20.J

1. On-call pay shall continue during periods of call back.

2. On-call is scheduled and posted. Hospice nurses may trade on-call or pick up extra on-call after the scheduled is posted.

3. Nurses who voluntarily accept additional call from peers are not eligible for premium.

4. Orphan on-call is defined as previously scheduled on-call which must be
filled after the schedule is published due to illness or termination/termination. All mandatory shifts are orphan call shifts paid at the orphan call rate as defined in Article 21.6.A.

22.C. CALL BACK

1. Call back is defined as performing a home visit after being released from work and placed on-call. Call back will be compensated at the rate of time and one half the nurse’s regular hourly rate of pay for not less than three (3) hours of pay.

2. The number of hours paid for call back shall not exceed the number of hours assigned on-call.

3. Call back shall not be paid in combination with regular pay for the same hours worked.

4. If a Hospice nurse has worked, by making home visits between 2400 and 0700 during a scheduled on-call shift and has not had at least eight (8) consecutive hours off before the nurse’s next regularly scheduled shift of work, the nurse may request not to work the scheduled shift. If, after a nurse has made such a request, the Hospital cannot accommodate the time off request, the nurse will be paid one and one-half times the nurse’s straight-time hourly rate of pay for work during such regularly scheduled shift. In the event of a reduction in force that unit and shift, a nurse working under the preceding sentence will be the first nurse to be reduced in hours on that shift under Article 11.E.

22.D. WEEKEND - The weekend is defined for Hospice as 1630 Friday to 0800 Monday.

22.E. SHIFT DIFFERENTIAL - Hospice nurses will receive shift differential only when working a regularly scheduled 1500 - 2300 or 2300 - 0700 shift or when making a necessary home, nursing home, or hospital visit during the applicable shift hours, or when completing necessary charting and other documentation during such hours.
22.F. **CELL PHONE SUBSIDY** - The Hospital will provide a monthly subsidy to support personal cell phones used by Hospice nurses. Full-time (seventy-eight (78) hours per pay period) Hospice nurses will receive $50.00 and part-time (forty (40) to seventy-eight (78) hours per pay period) Hospice and Per Diem nurses will receive $35.00. In the event that the Hospital identifies comparable, more cost effective alternative means or technologies or is able to negotiate more favorable terms with a service provider, the Hospital may reduce the reimbursement level. The Hospital will provide thirty (30) days notice of any such change.

22.G. **PER DIEM** - Per Diem nurses assigned to Outpatient Home Hospice are required to be available to take six scheduled weekend shifts per six (6) months of eight (8) hour increments, one (1) holiday on-call per calendar year and twelve (12) weekday shifts per six (6) months which have been identified as “needs” shift.

22.H. **MANDATORY ABSENCE (MA), VOLUNTARY ABSENCE (VA) OR ON-CALL STATUS** - Mandatory Absence (MA), Voluntary Absence (VA) or On-call status for nurses in the Outpatient Hospice setting will be assigned on a rotating basis. The rotation will start with the nurse with the lowest seniority and will be for the duration of one (1) entire shift. After a nurse is assigned a MA, requests and receives a Voluntary Absence (VA) or is placed on on-call, their name will be moved to the bottom of the list. Mandatory/voluntary absences/on-call status will continue to rotate through the list on an ongoing basis regardless of pay period. It is the intention that each nurse will receive only one MA/on-call shift (unless for voluntary reasons) until the rest of the nurses have been rotated through the list. On-call will continue to be paid in accordance with Article 22.A. & B.

22.I. **ON-CALL POSITION - COASTAL** - The current on-call system shall continue until September 1, 2021 when the Hospital shall create and post one (1) scheduled benefitted minimum six-tenths (0.6) FTE on-call position for Hospice Coastal within the bargaining unit following these guidelines. The on-call nurse will share call responsibilities with the rest of the Hospice Coastal nurses. The on-call nurse will work an alternating schedule including every other weekend coverage not to exceed five days per week.
On the days not covered by the Coastal on-call position, the other Hospice Coastal nurses shall cover call using the current system. The non-bargaining unit Albany-based on-call nurses will continue to take phone calls from the Coast with Coastal nurses making needed home visits.

ARTICLE 23 – LABOR MANAGEMENT COOPERATION COMMITTEE

23.A. The Hospital 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 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.

23.B. The LMCC shall be composed of eight (8) members, four (4) from the Association, and four (4) from the Hospital 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 ONA Labor Representative and three (3) nurses elected or selected from the Bargaining Unit Leadership, preferably having had contract negotiation experience. All members shall be compensated for time spent in LMCC meetings or working on bona fide LMCC projects.

23.C. Initially the parties agree to the following:

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

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

3. To meet at regularly established times. Each January a year-long calendar of meetings shall be established by mutual agreement. Meetings may be canceled and/or rescheduled by mutual agreement. Chairperson responsibility will alternate between the parties and rotate every six (6) months, or as mutually agreed upon among the eight (8) LMCC members. The chairing party will be responsible for developing the agenda, presiding
over the meetings, completing and distributing the minutes after each
meeting during their term as chair.

4. To furnish written records of LMCC discussions to the RN Bargaining Unit
   and Nursing Managers.

**ARTICLE 24 – SHARED GOVERNANCE**

24.A. The Hospital and the Association encourage nurses to be actively involved in
   planning, developing, implementing, and evaluating unit-specific and hospital-
   wide processes related to the provision of safe, quality patient care. The Hospital
   and Association recognize that nurse input is imperative for shared governance
to function properly.

24.B. The Hospital shall release direct care Staffing Committee representatives from
   work, when requested prior to schedule publishing, to attend a direct care
   representative committee meeting on straight paid time up to one (1) hour per
   month immediately before the Staffing Committee, unless the direct care
   representatives decide otherwise.

24.C Definition: Unit-Based Councils (UBC) identify opportunities for improvement in
   nursing practice in their respective units/departments to enhance excellence in
   patient care. The Unit-Based Council structure is the venue for staff nurse input
   into professional practice issues at the unit level.

24.D. The UBC is the foundation for shared governance at the unit level. Its structure
   provides for the input of the UBC in administrative decision making regarding
   patient care by creating an environment in which nurses have a voice in
determining nursing practice, standards and quality of care. It also ensures a
   system of shared decision-making and accountability with the goal of improving
   patient care and staff engagement.

24.E. Each nursing unit or groups of smaller nursing units shall develop a Unit Based
   Council (UBC) composed of staff nurses, management representatives, and
departmental unit staff. Staff nurse representatives shall be elected by unit
   nurses in accordance with the unit’s UBC charter. UBC members shall ensure
the flow of communication regarding UBC decisions and recommendations to all
departmental staff and represent the voice of all departmental staff at the
Council.

24.F. Each UBC shall ensure a fair and democratic process is used to elect members
to the UBC. The Hospital and the Association shall cooperate on announcing
UBC elections. The Hospital shall adhere to the UBC nomination and election
process. If needed, administrative support for the election process may be
provided by the Association.

24.G. UBC members shall be paid at the straight time rate for time spent in UBC
meetings and other duties related to UBC work up to two (2) hours per month.
UBC Chairs shall be paid for additional time (e.g., for preparation and research)
up to two (2) additional straight time hours per month. Any additional time for
members or chairs must be preapproved by management. Meetings will be
scheduled to minimize impact on patient care and to accommodate nurses’
schedules as much as possible.

24.H. If requested, the Hospital shall provide departmental data on low census cuts
and other relevant information to the appropriate UBC.

24.I. The UBC is responsible for making recommendations and performing functions
that advance the delivery of professional nursing, including but not limited to:
1. By using unit quality outcomes, unit goals related to nursing practice,
   quality of care, patient safety, and workplace violence shall be coordinated
   with Hospital nursing administration and be evidence based.

2. Review and provide input into unit patient care policies.

3. Other tasks agreed to or assigned by the Hospital.

24.J Decisions and recommendations made by a UBC must be in compliance with the
current contract, statutory regulations, and hospital policy and procedure, and shall
be made in a collaborative manner.
24.K. Each UBC shall establish a charter that includes:

1. A process for electing members representing nursing staff from each shift and non-nursing staff

2. Staggered terms with a defined term length

3. Quorum required for formal decisions

4. A clear voting process that shall incorporate a secret ballot

5. The chair shall be a staff nurse elected by other staff on the Council.

6. The chair shall set the agenda for all UBC meetings send out meeting invites, be responsible for or delegate meeting minute responsibility and provide routine updates to unit staff.

7. The Council may exclude the management team for portions of each UBC meeting.

24.L. Department staff shall have access and input into agendas and decisions by contacting a UBC member. The agenda and meeting minutes shall be available to all department staff. UBC meetings shall be open to all staff not on duty or who can be released from duty. Before final recommendations are made, the UBC must obtain consent of stakeholders regarding recommendations which impact their department’s operations.

24.M. All provisions of Article 24 shall be implemented immediately upon ratification of this Agreement, except

1. Within six (6) months, department groupings shall be established to create UBCs.

2. As described in 24.J, departments shall develop and approve UBC charters within

   a. Ninety (90) days after ratification for the Emergency department
b. Twelve (12) months after ratification for Med Surg, Hospice Outpatient, and Hospice Inpatient departments

c. Twenty-four (24) months after ratification for all remaining departments.

3. If an insufficient number of nurses participate in a department’s UBC, the Hospital and Association shall meet to decide the best course of action.
Signed this 2 day of September, 2021.

OREGON NURSES ASSOCIATION

MELISSA PFEIGER
Melissa Pfeiger, Bargaining Unit Chair

Christine Holden
Christine Holden, Vice Chair

Amina Topp
Amina Topp, Secretary

Karen Jantzi
Karen Jantzi, Grievance Chair

Lenora Johanna Bilbo
Lenora Johanna Bilbo, Membership Chair

Kathleen Kathie Davis
Kathleen Kathie Davis, PNCC Chair

Shannon McGarrin
Shannon McGarrin, At-large Bargaining Team Member

Gary Aguiar
Gary Aguiar, ONA Labor Representative

SAMARITAN ALBANY GENERAL HOSPITAL

Daniel Keteri
Daniel Keteri, CEO

Scott Russell
Scott Russell, Labor Relations Director

Melinda Papen
Melinda Papen, VP of Patient Care Services

Crystal Smith
Crystal Smith, Med/Surg Nurse Manager

Jessica Morgan
Jessica Morgan, Emergency Nurse Manager

Karen Daley
Karen Daley, Director of Hospice

Olivia Moffett
Olivia Moffett, Strategic HR Manager

Rod Malone
Rod Malone, Director of Surgery
### APPENDIX A – SPECIALTY CERTIFICATIONS

<table>
<thead>
<tr>
<th>Certification</th>
<th>Description</th>
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<tbody>
<tr>
<td>AOCN</td>
<td>Advanced Oncology Certified Nurse</td>
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<tr>
<td>CAPA</td>
<td>Certified Ambulatory, Peri-Anesthesia Nurse</td>
</tr>
<tr>
<td>CCCN</td>
<td>Certified Continence Care Nurse</td>
</tr>
<tr>
<td>CCRN</td>
<td>Critical Care RN</td>
</tr>
<tr>
<td>CEN</td>
<td>Certified Emergency Nurse</td>
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<tr>
<td>CFRN</td>
<td>Certified Flight Registered Nurse</td>
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<tr>
<td>CGRN</td>
<td>Certified Gastroenterology Registered Nurse</td>
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<tr>
<td>CHPN</td>
<td>Certified Hospice and Palliative Nurse</td>
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<tr>
<td>CMSRN</td>
<td>Certified Medical Surgical Registered Nurse</td>
</tr>
<tr>
<td>CNOR</td>
<td>Certified Nurse, Operating Room</td>
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<tr>
<td>COCN</td>
<td>Certified Ostomy Care Nurse</td>
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<tr>
<td>CPAN</td>
<td>Certified Post-Anesthesia Nurse</td>
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<td>CPEN</td>
<td>Certified Pediatric Emergency Nurse</td>
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<tr>
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<td>Certified Pediatric Nurse</td>
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<tr>
<td>CPON</td>
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<tr>
<td>CRNI</td>
<td>Certified Registered Nurse Intravenous</td>
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<td>CVN</td>
<td>Certified Vascular Nurse</td>
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<tr>
<td>CWCN</td>
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<td>HNC</td>
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<td>IBCLC</td>
<td>Certified Lactation Nurse</td>
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<td>LCCE</td>
<td>Lamaze Certified Childbirth Educator</td>
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<td>ONC</td>
<td>Orthopaedic Nurse Certificate</td>
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<tr>
<td>RNC</td>
<td>Maternal/Neonatal Nursing Certificate</td>
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<td>-INPT, MN, LRN</td>
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<tr>
<td>RN, C/BC</td>
<td>Ambulatory Care Nurse</td>
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<td>Cardiac/Vascular Nurse</td>
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<td>Gerontological Nurse</td>
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<td>Pain Management</td>
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<tr>
<td>SANE</td>
<td>Sexual Assault Nurse Examiner</td>
</tr>
<tr>
<td>TCRN</td>
<td>Trauma Certified Registered Nurse</td>
</tr>
</tbody>
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APPENDIX B – WOMEN’S CENTER CLOSED UNIT PLAN

As a result of the SAGH Women’s Center Closed Unit Plan entering the contract in 2017, both parties agree that if any revisions are needed in the course of the contractual period, the WC Closed Unit Committee and Management will collaborate.

The Women’s Center (WC) closed unit means that WC nurses will not float to other departments within the hospital unless they request to do so and other nurses do not float into WC unless they request to do so. As a result, WC nurses cover all fluctuations in census on the unit. The House Supervisor and/or VP of Patient Care Services may initiate staffing changes outside of this guideline if there is an emergent or critical need to maintain short term safe patient care; this does not apply to routine staffing issues.

- Goal of 4-6 RN staff per shift (day and night) per day based on census and patient care activity.

- When there are less than 5 RNs staff scheduled, the complement of 5 will be made up with scheduled call shifts.

- If reduction in staff within the department is required and there are staff on call, the on call staff may be cut since the on duty RN cut (voluntary or mandatory) will then be put on on-call. Extra shift and on call staff will be sent home before regular scheduled staff even if the regularly scheduled staff have requested to go home or be put on on-call.

Per Diem RNs will be able to view the upcoming schedule three (3) weeks before the beginning of the posted schedule. Per Diem RNs will be able to pick up shifts where there is a need as they always have done. Per Diem RNs are required to take twelve (12) hours of call per four (4) week schedule unless the requirement is less. Extra shifts will close on Friday prior to call signup to allow accurate account of needed call shifts.

**Required Call**

The on-call required hours will be available for sign up by the regular staff two (2) weeks before the beginning of the schedule. The call hours needed will be communicated to all staff members and they will be able to sign up for their hours of preference two (2) weeks before the schedule begins. The time for call sign up will be opened in Kronos.

Call can be scheduled in a minimum of four (4) hours or more by staff preference. If the
twelve (12) hour shift is divided into four (4) hour increments of call, only the first person called back will be eligible for the minimum three (3) hour call back.

If staff do not sign up for required call, their call hours will be assigned. Call will not be assigned when a staff member is taking PTO or marked unavailable. The unit will strive to cap required on-call at twenty-eight (28) hours per four (4) week schedule unless the RN chooses to pick up additional hours.

**Variable Staff RNs**

Variable Staff RNs have a position that requires their scheduled shifts to 'vary' to meet the needs of the department. Shifts may be rotated in six (6) week increments of days or nights.

**Schedule Review Committee**

There will be a “Schedule Review Committee” who will determine the number of call hours required each schedule and will review the schedule to see if all staff are participating in signing up for call hours. The committee is made up of staff RNs, Closed Unit Committee members and a designated Management Advisor. There will be equal representation of day shift and night shift members. The staff RNs will be volunteers.

If a staff RN, either a Women’s Center nurse or a nurse from another department is interested in Floating, they will still be able to pick up shifts in Women’s Center or other departments of the Hospital. Maintaining comfort and competency will be the individual staff RN’s responsibility.
CONTRACT RECEIPT FORM
(Please fill out neatly and completely.)

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

Your Name:_____________________________________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
Samaritan Albany General Hospital July 1, 2021 through June 30, 2024.

_________________________________________  _____________________________
Signature                                     Today’s Date:

Your Mailing Address:________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Home Phone:__________________ Work Phone:__________________

Email:________________________________________________________________________

Unit:__________________ Shift:__________________