Professional Agreement
Between
Oregon Nurses Association
and
Good Samaritan
Regional Medical Center
and
Good Samaritan
Home Health

September 6, 2016 until June 30, 2022
AGREEMENT

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

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

ARTICLE 1. RECOGNITION

The Medical Center recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for a bargaining unit composed of all Registered Nurses employed by the Medical Center as General Duty Regular Nurses, Ambulatory Infusion Nurses, Home Health Nurses and Clinical Coordinators/Charge Nurses but excluding Lactation Support Services Coordinator, RNursing/hHospital Educator, Diabetic Educator, Epidemiologist, Utilization Review/Performance Improvement, Employee Health Nurse, Risk Management, Medical Office Nurses and administrative and supervisory personnel (including Assistant Department Managers, Unit Supervisor and Trauma Coordinators). It is hereby understood, for the term of this Agreement, that this recognition clause shall not apply to medical office nurses unless the parties mutually agree otherwise.
B. The Medical Center will notify the Association and follow the National Labor Relations Board process to determine if a new position should be included in the bargaining unit.

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

D. Should any article, section, or portion of this Agreement be found unlawful by state or federal standards, the parties shall examine that section alone and, if possible, to negotiate substitute provisions for the invalidated article, section or portion of this Agreement.
ARTICLE 2. ASSOCIATION PRIVILEGES

A. Nurses covered by this Agreement, who were hired after July 1, 1976, shall, as a condition of employment, be required to do one of the following after ninety (90) days of employment under this Agreement or the execution of this Agreement, whichever comes later:

1. Join and maintain membership in the Association; or
2. Pay an amount equivalent to Association dues to the Association; or
3. Pay an amount equivalent to Association dues to a non-religious, tax-exempt charitable fund of the nurse’s choice, for example Center Against Rape and Domestic Violence (CARDV), Linn-Benton Food Share, Jackson Street Youth Shelter, ABC House or the Good Samaritan Medical Center Foundation, in the case of nurses who object to membership in or payments to a labor organization on the basis of religious tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting labor organizations.

B. Nurses covered by this Agreement, who were hired on or before July 1, 1976, and Home Health Nurses, employed on April 1, 2010 who are not ONA members or paying Fair Share, shall not be subject to the requirements of A above.

C. The Medical Center will deduct Association membership dues or amounts paid to the Association in lieu thereof under A.1 or A.2 of requirements above from the salary of each nurse who voluntarily agrees to such deduction by submitting to the Medical Center an appropriate written authorization for such deduction. Deductions shall be made each pay period and be remitted monthly to the Association.

D. Change of Membership Status. A bargaining unit employee must notify the Association of a desire to change membership status. The employee
must mail such notices to the Membership Department of the Association to the attention of the membership coordinator at:

Oregon Nurses Association
18765 SW Boones Ferry Road
Suite 200
Tualatin, Oregon 97062
Attn: Membership Coordinator

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

E.D. Discharge Involuntary Termination of Employment. The Medical Center will discharge terminate an employee who fails to become and remain an Association member, fair share payer, or establish that he/she the nurse is a bona fide religious objector, including making the required payments to a charity, including the Good Samaritan Regional Medical Center Foundation. As listed above, The Medical Center will terminate an employee within ten (10) seven (7) days after receiving notice from the Association that the employee is delinquent, which will include documentation that the employee has been given notice of, and an opportunity to cure, the delinquency so long as such discharge involuntary termination is lawful.

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

G.F. Within thirty (30) days of the execution of this Agreement and each month quarter thereafter, the Medical Center will supply the Association and the
chairperson of the bargaining unit with a list including transferred employees, showing the names, addresses, employee identification numbers, hire dates, union seniority date, intra-organizational e-mail address, home telephone number, FTE, department name and number, shift, total hours worked in the last quarter, total gross wages, and pay rates of nurses covered by this Agreement. The Medical Center will also supply on a monthly basis thereafter a list showing the names of nurses whose employment has been terminated and of nurses who have been hired, including addresses, employee identification numbers, home telephone number, FTE, department name and number, shift, hire dates, intra-organizational e-mail address, and pay rates during the preceding month.

Human Resources will provide a list of the names and unit assignments of SHS nurses who transfer into the GSRMC bargaining unit to the local ONA chairperson within five (5) working days of employment. RN transfers may attend the ONA presentation at GSRMC orientation for a maximum of thirty (30) minutes paid time.

**H.G. Association Representative Visits.** Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Medical Center for the purpose of transacting Association business pertaining to contract negotiations or administration and observing conditions under which nurses are employed; provided, however, that the Association’s representatives shall, upon arrival at the Medical Center, notify Human Resources or the House Supervisor or designee of the intent to transact such Association business. Transaction of such business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees and shall not interfere with the work of other employees or of any such employee interviewed and shall be conducted during such employee’s rest or lunch period. Upon request a meeting room in the Medical Center is to be provided, space and time being available.
I.H. **Bulletin Boards.** The Association may post one 8 1/2 x 11-inch notice limited to the date, time, and place of Association meetings, activities and events where the daily assignments are posted. The Medical Center will also provide a 17x22 posting space for a 17x22-inch notice in the nursing lounges or in the nursing unit utility rooms another mutually agreed upon location per department for the Association to post notices of meetings, elections and activities. All such notices shall be signed and dated by a Representative of the Association. All such notice(s) shall also include an expiration date. The Medical Center will notify the Association of posting that may need to be removed. The Association and nurse may utilize the intra-office electronic mail accounts, subject to Medical Center policies on e-mail use.

J.I. **Copies of Agreement.** The Association will provide copies of this Agreement, the Association's membership application form, and an appropriate payroll deduction form to nurses at the time of new hire nursing orientation.

J. **New Hire Orientation.** An Association representative will be allowed sixty -(60) minutes during Nursing Orientation of newly hired nurses to introduce the Association to them at the beginning of one of the days of orientation (as determined by the Medical Center Hospital).

Association representative is not on scheduled time, they will pre-notify the department scheduler of the date/time of the orientation at which they are presenting. Newly hired RNs to SHS will be notified by recruiting of the time/location of the orientation meeting.

Nurses who are transferring into the bargaining unit may attend the ONA presentation at GSRMC orientation for a maximum of sixty (60) minutes paid time provided it does not create overtime. The nurse must work with their supervisor to arrange for time away from the department. The Association will provide these nurses with the time/location of ONA orientation presentations.
K. **Bargaining Unit Representation.** Union Representative may represent bargaining unit members in management called investigatory/disciplinary meetings during scheduled work hours on paid time provided these meetings do not interfere with the normal operations of the Medical Center. The Association representative must work with their supervisor to arrange time away from the department for such meetings.

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

M. **Locked Cabinet.** The Medical Center will provide space in a secured office for a two-drawer locked cabinet provided by the Association.
ARTICLE 3. PERSONNEL CATEGORIES

A. Definitions:

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

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

3. Regular Full Time Nurse - A full-time nurse shall be defined as any nurse who holds a .9 FTE to 1.0 FTE and who is regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week.

4. Regular Part Time Nurse - A part time nurse shall be defined as any nurse who holds a .1 FTE to .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 health and welfare benefit eligibility, nurses working .8 and above shall be granted such benefits consistent with full-time employees as offered to the majority of SHS employees. Nurses working .5 to .79 shall be granted health and welfare benefits as outlined in Article 18, consistent with part-time employees as offered to the majority of SHS employees. Nurses working .1-.49 FTE shall be eligible for PTO and any other benefits offered to the majority of SHS employees in this category. Part-time nurses would be eligible for extra hours premium as outlined in article (Appendix A Section L)
4.5. Per Diem Nurse - A nurse who is self-scheduled on an as-needed basis with no assigned F.T.E. but who works an average of -four (4) shifts per schedule period -including -one of the recognized major holidays (Thanksgiving, Christmas Eve, Christmas Day, New Year's Day-) pre-scheduled by the manager or designee by rotation each year. If a Per Diem nurse fails to perform the required minimum work over three (3) consecutive schedule periods, they may be terminated at the Medical Center's discretion. Any exceptions to these requirements must be pre-approved by the manager/Vice President of Patient Care. If a Per Diem nurse is involuntarily cancelled it shall satisfy the work requirements for that shift. Per Diem nurses shall not be eligible for overtime pay until they have worked more than forty (40) hours in an identified work week, unless they have been assigned to an eight and eighty (8-80) pay rule. (Moved to Article 5). Per Diem Nurses who for the previous six (6) months have on average worked forty (40) hours or more per pay period in a per diem position will upon request be granted benefits, of a regular FTE with the exception of paid time off (PTO), appropriate to number of hours worked. These Nurses will forfeit the Per Diem differential in lieu of those benefits. 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 benefits. (Moved to Article 18)

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

A. Clinical Coordinator/Charge Nurse — An ONA bargaining unit nurse responsible for the direct or indirect total care of patients. A charge nurse assists and coordinates as assigned by the Medical Center in the continuity of patient care responsibilities and clinical activities of an
organized nursing unit, who performs assigned clinical functions in
addition to serving as a resource regarding patient/unit-specific care
issues.

B. The Good Samaritan Regional Medical Center and the Association agree
that Clinical Coordinators/Charge Nurses will not be removed from the
ONA bargaining unit during the term of this agreement.

a. If Clinical Coordinators/Charge Nurses are unable to complete their
Coordinator duties, they will work with their manager towards an
equitable solution.

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

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ARTICLE 4. NON-DISCRIMINATION

A. There shall be no discrimination by the Medical Center against any nurse on account of membership in or activity on behalf of the Association provided that such activity does not interfere with the nurse’s regular duties. There shall be no discrimination by the Association against any nurse in relation to such membership or activity. Concerns should be reported to the direct supervisor, Human Resources or to the Compliance Department. For Additional information, see Appendix A-References.

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

B.C. Any claim of discrimination because of matters referred to in this paragraph, which are within Oregon or federal government anti-discrimination regulation, shall be subject exclusively to such governmental jurisdiction and not to the Grievance Procedure provisions of this Agreement.
ARTICLE 5. HOURS OF WORK, SCHEDULING AND STAFFING

A. Hours of Work:

1. The basic shift shall consist of eight (8) hours, exclusive of a one-half (1/2) hour meal period. Alternative shifts may include, ten (10), or twelve (12) hour shifts, exclusive of a one-half (1/2) hour meal period. Alternative shifts, e.g., other than ten (10) or twelve (12) hour shifts may occur upon mutual agreement of the Medical Center, Association ONA, and the affected nurse.

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

3. The hospital Medical Center and the nurses shall be responsible for working together to arrange suitable breaks and meal periods. Two (2) rest periods of fifteen (15) minutes, shall be allowed for every eight (8) hour shift. Three (3) rest periods of fifteen (15) minutes, shall be allowed for each twelve (12) hour shift. Work in excess of six (6) hours without a meal period shall result in a paid meal period. For eight (8) hour nurses, the meal period must be started by the end of the fifth (5) hour of work. For ten (10) or twelve (12) hour nurses, the meal period must be started by the end of the sixth (6) hour of work. Nurses will agree to communicate to the Charge Nurse/Clinical Coordinator or House Supervisor lead on shift in a timely manner if they anticipate not being able to take a meal period. Nurses may combine rest breaks, if staffing permits, on longer shifts. If no meal period is provided by the Medical Center the nurse will complete the appropriate payroll notification process and will be paid for the missed meal period. The RN will document the time and Clinical Coordinator or Supervisor they contacted.

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
4. Nurses are expected to obtain proper advance authorization for all work in excess of the basic shift.

5. No pyramiding of premium and straight pay shall result in an hourly rate being paid at greater than time and one half (1 ½).

6. 

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

B. Overtime: A nurse shall be paid time and one-half (1-1/2) the nurse's regular straight time hourly rate for all hours worked in any category listed below. No hours worked shall qualify for the time and one-half (1-1/2) rate in more than one category listed below.

1. Hours worked in excess of eight (8) hours within a twenty-four (24) hour period commencing at the beginning of the nurse's first shift, and all subsequent hours worked until such time as the nurse is afforded at least ten (10) consecutive hours off work for nurses working an eight (8) hour shifts or ten(10) hour shifts.

Hours worked in excess of twelve (12) hours within a twenty (24) hour period commencing at the beginning of the nurse's first shift and all subsequent hours worked until such time as the nurse is afforded at least nine (9) consecutive hours off work for nurses working a twelve hour shift.

The above provision shall not apply to nurses who self-schedule “no rest” overtime more than forty-eight (48) hours prior to the overtime shift. The
above provision will not apply to Home Health nurses. The above
provision will not apply to Home Health nurses

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

3. Per Diem nurses shall not be eligible for overtime pay until they have
worked more than forty (40) hours in an identified work week, unless they
have been assigned to an eight and eighty (8-80) pay rule. Extra shift
premium does not apply to Home Health nurse in any of Article 23
compensation.

C. Weekend:

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

2. A nurse working on a regularly scheduled weekend will be paid their his or
her regular straight-time hourly rate (plus any applicable differential).

3. If a nurse is scheduled to work the a weekend shift beyond their
immediately prior to his/her regularly scheduled weekend, the nurse will
be entitled to receive time and one-half the nurse’s hourly rate of pay plus
a twenty (20) dollar premium for all hours worked on that weekend, for the
same number of hours actually worked beginning on the nurse’s first
regularly scheduled weekend shift. The following situations will not trigger
the consecutive weekend premium:
ONA → Good Samaritan Regional Medical Center

Date of Proposal: _____/_____/

1. **a. Nurses who** work more than every other weekend by their request or trade. Weekend hours or alternate schedules may be arranged by mutual consent between the nurse and the Medical Center;

2. **b. Educational workshop hours or PTO hours will not be counted under this paragraph.**

3. **c. Nurses who have not worked all of their scheduled shifts within the pay period (unless they were involuntarily cancelled, given an RVA or because they had previously scheduled PTO prior to the schedule being published).**

4. __The nurse will not be compensated at time and one-half for his/her regularly scheduled weekend if the prior weekend the nurse was on call, but not called into work.__

5. **Once a nurse has agreed to work extra weekend hours, the nurse is committed to working those hours and must use PTO if their she/he later calls in unable to work those hours.**

**Holidays:** Hours worked by nurses on New Year’s Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and such other days as the Medical Center may designate as holidays for non-contractual employees during the term of the agreement will be paid at the rate of time and one-half the nurse’s regular hourly rate. For night shift nurses, the shift will be deemed to occur on one of such holidays if half or more of the nurse’s scheduled hours for the shift are on the holiday. New Year’s holiday for evening shift nurses is the evening before the holiday.

A nurse who works an extra shift in the same week as working a regularly
scheduled shift on a recognized holiday shall receive premium pay for the
extra shift(s) per Article 22 L

E. Scheduling:

1. All work schedules, including a start time for each shift, shall be published
electronically at least three (3) weeks in advance, no later than 0600 and
shall set forth twenty-eight (28) calendar days of employment. Once the
schedule is published, the schedule may not be changed without mutual
agreement the of manager and the nurse. Nurses may request, trades in
their schedules when such trades will not result in premium pay
obligations which would not otherwise have existed; in such cases trades
may be denied. The nurse who is trading shift has the responsibility to
ensure Kronos is updated with the changes. A trade is not complete until
all parties have agreed to the trade and the schedule has been reflected in
Kronos.

The Medical Center Hospital will provide an opportunity for fifty
percent (50%) of nurses employed on twelve (12) hour shifts in an
inpatient department to work on a three (3) week rotation, by March 31,
2018. Updates will be provided at the LMCC meeting when requested.

2. Nurses who are scheduled to report to work, and who are permitted to
come to work without receiving prior notice that no work is available in
their regular assignment, shall perform any nursing work to which they
may be assigned. When the Medical Center is unable to utilize such
nurse, the nurse shall be paid an amount equivalent to four (4) hours at
their his/her-straight time hourly rate plus applicable shift differential. A
nurse who was scheduled to work less than four (4) hours on such day
shall be paid for their his/her-regularly scheduled number of hours of work

ONA reserves the right to add, change, modify or delete any of the above
proposals at any time during negotiations.
for reporting when not put to work through no fault of their his/her own. The provisions of this section shall not apply if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before their his/her scheduled time to work. It shall be the responsibility of the nurse to notify the update PeopleSoft Human Resources with of their his/her current address and telephone number. Failure to do so shall free the Medical Center from notification requirements and the payment of the above minimum guarantee. If a nurse is dismissed and not notified before the start of the next shift that the nurse he/she would have otherwise worked, the nurse he/she shall receive four (4) hours pay in accordance with the provisions of this subsection.

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

4. Nurses who are not on-call, but are called in to work on an unscheduled day with less than two (2) hours’ notice, shall be paid two (2) hours' pay in addition to time actually worked if they report to work within two (2) one and one-half (1 1/2) hours of the time of the initial offer of the shift call in and complete the hours assigned. Overtime will be paid in accordance with the nurse's scheduled shift, if applicable. The Medical Center will provide notice to the Association of any intent to change the response call time, in accordance with the National Labor Relations Act.

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
5. Nurses who are not on-call, but who are called in to work for an implementation of SHS disaster plan shall be compensated at the rate of time and one-half their regular rate of pay for a minimum of four (4) hours.

6. FMLA/OFLA leave will not be counted against the unit’s quota for days off except on closed units. Previously granted PTO days on closed units will not be rescinded if additional staff are off due to a protected leave.

6.7. Any voluntary education scheduled on a regularly scheduled day off will not be denied based on unit quotas for PTO or education.

F. Staffing:

1. A nurse who is regularly assigned to one department may be required to float (defined as: going to another department and being assigned patient(s) to any other department in the Medical Center, excluding closed departments. When assigned to float, a nurse may refuse to perform parts of an assignment for which the nurse is not technically trained or has insufficient experience to perform. In such cases the supervisor will be immediately notified to assist in making the appropriate accommodations. If a nurse is required to float and they have not been oriented to the physical environment, they will be oriented before beginning any work.

Every reasonable effort shall be made to limit a nurse to only one float assignment per shift. Floating back to the home department is not floating. Start Nurses are exempt from the floating language.

Float nurses shall be floated prior to any floating of regularly scheduled department staff, as long as the remaining nurses possess the necessary skills, required certifications, qualifications, and competencies and orientation to the physical environment to perform the work required.
In all cases agency and contract nurses not represented by the GSRMC Association will be given first consideration to float. Management will document any exceptions. Floating Guidelines are to be determined by each department.

2. Any nurse required to take a mandatory absence from work shall not lose benefits relative to the retirement plan or toward pay raises.

3. Job shares must be approved by management and follow the established guidelines. Any changes to these guidelines will be communicated in writing to the Association Union and the Executive Team and approved by BU-Chair.

ARTICLE 6. G. PAID TIME OFF (PTO)

A. Definition: PTO is the Medical Center’s program of time earned by full-time and part-time employees that can be used to meet their needs for paid time off from work. PTO is a consolidation of, and in lieu of, sick leave, holidays, and vacation, which shall no longer accrue or be payable.

B. Use: PTO permits employees to utilize their paid time off as it best fits their own personal needs or desires. PTO days, with the exception of illness, will be requested self-scheduled by employees according to departmental policy and guidelines. It may be used in increments of one hour as it accrues. The Nurse shall be responsible for notifying the department scheduler of the number of PTO hours to be used in each pay period by the payroll exception process. If a regular RN finds coverage from a Per Diem RN that has signed up for the required minimum shifts, uneven trades shall be granted.

C. Registered Nurses shall be accountable for the management of their PTO accruals. The nurse must have sufficient accrued PTO to actually take the
requested self-scheduled time off. Requested Self-scheduled PTO may be rescinded by the nurse at any point prior to schedule publish date if sufficient PTO cannot be accrued to cover the requested absence. Once scheduled, the Medical Center may not rescind PTO unless if sufficient PTO cannot be accrued accrual exists to cover by the requested time of the absence off.

1. A nurse may request self-schedule PTO up to three (3) weeks, but not more than twelve months (12) months, prior to the date when the earliest schedule covering such time off is to be published. For departments not supported by the Staffing Office, PTO which would occur during the week containing Thanksgiving and the pay periods containing Christmas and New Year’s will be arranged according to departmental policy and nurses will be notified no later than four (4) weeks prior to the publishing of the schedule which contains this time frame. The Medical Center will respond in writing with a grant or denial of the request no later than ten (10) days after receipt of the request. If no such response is given within that time, the nurse shall provide a second notice of the request to the appropriate scheduler, and if there is no response to the second request within five (5) business days, the request for leave shall be deemed approved.

2. A nurse may ask to rescind a scheduled PTO prior to the date when the schedule covering such time off is posted. If a request is made after the posted schedule the request for rescission may be granted if the Department Manager/designee consents. Such a request for rescission may be granted if the Department Manager consents. If unforeseen circumstances occur that cause the nurse to have insufficient accrued PTO, the case may be reviewed by the Vice-President Patient Care Services.

2.3. PTO that is rescinded by the nurse may be offered to the next RN with a PTO request for that date.
4. PTO requests above established unit quotas may be accomplished by “shift swaps”.

5. **Nurses** employees who are not able to report to work because of an illness or an emergency should advise their nursing supervisor or the sick line if applicable, at the earliest possible time, but not less than three (3) hours before their shift begins when feasible.

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

7. **Nurses** employees have the option of taking a day off without pay instead of using PTO under the following conditions:
   a. During periods of low workload when the employee’s supervisor requests that an employee not come to work or go home early;
   b. When a department is temporarily closed or staff is reduced on a holiday;
   c. During a military service which will be paid according to Federal Law;
   d. For contract negotiations
      i. Nurses on the bargaining team are not expected to report to work on the day of 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 by email for the purpose of negotiations.

8. **Nurses Employees** must complete the appropriate payroll notification process if they elect not to use PTO for a Mandatory Absence or Holiday if **the unit is** not open on holidays, otherwise PTO will be added.

D. **Accrual:** PTO shall accrue from date of hire and may be used after ninety (90) days of employment. Nurses shall accrue PTO on the basis of hours compensated at straight-time rates or above and on hours that are not worked and not paid due to mandatory absences, at the applicable rates set forth below.
Nurse hired on or before September 6, 2013 - Accrual Rate

<table>
<thead>
<tr>
<th>Month of Service</th>
<th>Accrual Rates</th>
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</thead>
<tbody>
<tr>
<td>1st through 48th</td>
<td>.1077 hours per compensable hour</td>
</tr>
<tr>
<td>49th through 108th</td>
<td>.1269 hours per compensable hour</td>
</tr>
<tr>
<td>109th and each month of service thereafter</td>
<td>.1462 hours per compensable hour</td>
</tr>
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Nurses hired after September 6, 2013 - Accrual Rate

<table>
<thead>
<tr>
<th>Month of Service</th>
<th>Accrual Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 48th</td>
<td>.09615 hours per compensable hour</td>
</tr>
<tr>
<td>49th through 108th</td>
<td>.11538 hours per compensable hour</td>
</tr>
<tr>
<td>109th and each month of service thereafter</td>
<td>.13461 hours per compensable hour</td>
</tr>
</tbody>
</table>

1. Pay period for purposes of this policy shall be fourteen (14) consecutive calendar days as designated by Medical Center Policy.

2. Employees may accrue up to a maximum of nine hundred sixty (960) hours of PTO. Any PTO in excess of nine hundred sixty (960) hours will automatically be converted to cash and added to the employee's regular payroll check. Note: any employees who have a PTO bank in excess of nine hundred and sixty hours (960) as of September 6, 2013 have until December 31, 2014 to reduce their bank to nine hundred and sixty (960) hours. Any remaining balance above nine hundred and sixty (960) hours as of December 31, 2014 will automatically be converted to cash and added to the employee's regular payroll check. Beginning January 1,
2015, automatic cash out above nine hundred sixty hours (960) will cease. Effective the first day of the first pay period following January 1, 2015, no hours will accrue above nine hundred sixty (960). \textbf{Effective January 1, 2021, no hours will accrue above 700 hours. Note: any employees with a remaining balance above seven hundred (700) hours as of December 31, 2020 will have those hours automatically converted to cash and added to the employee's regular payroll check.} ONA members may proactively lower their PTO bank in accordance with the SHS PTO Cash Out Policy.

\textbf{Payment:}

Pay for PTO shall commence on the first day of absence. PTO benefits shall not accrue during leaves of absence without pay or during layoffs. Pay for PTO will be computed on the employee’s regular hourly rate of pay of pay at the time the leave is taken, including shift differential, if applicable.

Voluntary cash out of PTO may occur in accordance with Medical Center policy. Annually and no later than November 30 of each year nurses may elect cash out amounts for any of the designated dates in the subsequent year.

No allowance will be made if an employee becomes ill during a scheduled period of PTO (vacation or holiday). PTO (vacation or holiday) pay only will be paid.

If required notice is given, subject to the exception set forth in Article 10 (D), accrued but unused PTO will be paid on termination, provided that the employee has been employed for at least ninety (90) days. If the required notice is not given, or if the time of the notice is not worked, accrued PTO will be forfeited. PTO cannot be used as termination notice.
ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
ARTICLE 7. LEAVE OF ABSENCE

Family and Medical Leaves of Absences:

A leave of absence is defined as an authorized absence without pay. The Employer will grant leaves of absence for up to twelve (12) weeks for any medically related absences qualifying under the Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) provided the employee has:

Submitted a written request on the Employer's form within a minimum of thirty (30) days in advance of the desired leave or, in the case of illness or emergencies, as soon after the illness or emergency arises as is possible:

Has met the eligibility criteria to qualify for FMLA and/or OFLA. Criteria can be found on the HR bulletin board, on the Bureau of Labor Industries website (OFLA), or on the Department of Labor website (FMLA).

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

An authorized leave of absence shall not affect previous accumulated seniority or benefits; however, benefits will cease to accumulate during such leave and seniority will cease to accrue after thirty (30) days during such leave unless the leave is the result of a compensable Workers’ Compensation injury, in which case the nurse shall continue to accrue seniority for up to six (6) months from the date of leave. Employees Nurses returning from leave will be returned to the same position or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment in accordance with applicable Oregon and Federal laws.

Nurses will be required to use accumulated PTO down to a bank of two (2) times their current weekly FTE for FMLA/OFLA unless they are being compensated through Short Term Disability.
If the employee-nurse must extend a medical leave beyond the FMLA/OFLA twelve (12) weeks, they may work with Human Resources to determine additional options at that time. Apply for a Personal Leave of Absence (PLOA) for an additional four (4) weeks and, at the conclusion of the leave of absence, be returned to their assignment held prior to the leave of absence. Employees who are granted a leave of absence not to exceed twelve (12) weeks and who return within the specified time shall be returned to the assignment which they left. Should another nurse have picked up those shifts, that nurse may be cancelled in order to return the nurse from leave to their assignment.

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

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

Personal Leave of Absence (PLOA)

A personal leave of absence without pay for personal reasons or for medically related reasons extending beyond the FMLA/OFLA time period may be granted at the option of the Medical Center if the employee-nurse has:

- Completed six (6) months of continuous service;
- Successfully completed their introductory evaluation period.
- Has submitted a written request within a reasonable time in advance of the desired leave
- Has demonstrated good cause.

Such leaves will be considered invalid unless approved in writing by the employee’s nurse’s supervisor, department head and the Director of Human Resource. Request shall be granted or denied (in writing) no later than ten (10) days from receipt of the request.
Requests for a medical leave of absence shall not be unreasonably withheld. Outside of FMLA/OFLA shall be administered per the SHS Disability Accommodation Process - Americans with Disabilities Act policy.

Approved personal leaves of absence shall entitle the nurse to return to his/her former position or an equivalent position with equivalent pay and benefits. If a nurse requests in writing an earlier return than originally specified, he/she will be returned to a position with the same number of hours within thirty (30) days.

Requests for extensions of personal leave must be submitted in writing and approved by the Human Resources Director and Vice President or designee before the extended period of a leave begins. Additional personal leave may be considered for up to another six (6) months if approved in advance of the extended leave.

Failure of the employee to report to work on the first scheduled day after the leave expires will be considered a voluntary termination of employment. All leaves of absences will be administered in accordance with the law. Seniority will accrue up to 30 days, unless the leave is the result of a compensable Workers’ Compensation injury, in which case the employee shall continue to accrue seniority for up to six (6) months from the date of leave.

Employees will be required to use accumulated PTO down to a bank of two (2) times their current weekly FTE for all leaves of absence unless they are being compensated through Short Term Disability.

Bereavement Leave

A. General. In the event of a death of an immediate family member of a full or part-time nurse employee, he/she, the nurse 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 (including miscarriage).

B. 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.”

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

2b. Bereavement leave counts towards the twelve (12) weeks of total leave permitted under OFLA. It does not add additional leave.

3e. Nurses Employees are required to use PTO equal to their normally scheduled hours. If PTO is unavailable the leave will be unpaid.

4d. OFLA bereavement leave must be completed within sixty (60) days of the date on which the nurse employee receives notice of the death of a family member.

Jury Duty

An employee who has been employed for at least six (6) months will receive compensation for the difference between his/her regular pay and jury pay for any scheduled work hours missed as a result of jury duty. An employee’s jury duty compensation under this section shall not be given for more than fifteen (15) days of jury duty during the term of this Agreement.

A. Nurses may attend jury duty in accordance with their legal obligations to do so. Nurses will be granted a leave of absence for this purpose that they give SHS reasonable advance notice of their obligation to serve. When nurse receives a
ONA \rightarrow Good Samaritan Regional Medical Center

Date of Proposal: ____/____/____

summons, the nurse shall immediately notify their supervisor, so that
arrangements can be made for work assignments.

B. Nurses will be compensated for the time spent on jury duty only under the
circumstances described below. Such jury duty compensation shall not be
considered as hours worked for purpose of computing overtime pay.

1. Nurses will be paid their regular hourly rate of pay for scheduled hours
missed due to jury duty. Any of the jury duty pay (other than travel expenses)
required by the nurse from other sources should be submitted to SHS
accounting.

2. Evidence of jury duty attendance must be presented to SHS. It is the
nurse’s responsibility to report for employment at the end of jury duty.

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

A. \textbf{C.} Such jury duty compensation shall not be considered as hours worked for
purposes of computing overtime pay. \textbf{A} day or evening shift employee involved
in jury duty is not expected to report to work on the day of jury service; however,
if the employee’s jury service for that day ends before 12:00 noon, the employee
(a) shall contact his/her supervisor or designee, at the Medical Center, and shall,
if requested, report to work as assigned on such shift or (b) shall forfeit
compensation under this section for that day. \textit{A} night shift employee shall not be
required to work a shift immediately before expected jury duty service. \textbf{W}hen an
employee receives a summons, he/she shall notify immediately his/her
supervisor, so that arrangements can be made for work assignments.

\section*{Court Witness}

An \textbf{nurse employee} who appears as a witness in a court case as a result of their
Medical Center employment, or who is requested by the Medical Center to provide
testimony in preparation for litigation will receive compensation for the difference between their his/her regular pay and witness fees, if any, for any scheduled hours missed or additional hours worked as a result of such court appearance or litigation preparation. A night shift nurse shall not be required to work a shift immediately before an expected court appearance or litigation preparation. A nurse employee serving as a court witness or in the preparation for litigation at the request of the Medical Center is not expected to work on the day such service is required, unless such service ends before 12:00 noon.

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

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
ARTICLE 8. PAID EDUCATIONAL LEAVE

A. Paid educational leave shall be granted for educational opportunities designed to improve the practice of nursing at the Medical Center. The Professional Nursing Care Committee (PNCC) in cooperation with the Nursing Educator may approve applicants nominees for paid educational leaves. Nurses returning from a paid educational leave may be required to make a written or oral presentation to the nursing staff. Unless communicate pre-approved by d to management, mandatory education will not create an overtime situation.

B. During each year ending December 31, each nurse shall, upon request, be entitled to thirty-six (36) hours of educational leave to attend an educational program or sit for examinations leading to certifications or degrees related to nursing that have been approved in advance by the PNCC. The Medical Center shall provide the following amounts for registration and expense reimbursement for all such educational leave: $75,000 for each year beginning January 1, 2017. Medical Center required classes shall not be deducted from a nurse's paid educational leave. The Medical Center agrees to consider approving requests for additional funds above the allotted annual amount for educational purposes on an individual basis. Medical Center required classes shall not be deducted from a nurse’s paid educational leave. Home Health registration and expense reimbursement for educational leave is funded at $12,000 for each year beginning January 1, 2017.

The PNCC will provide an annual report to the Medical Center VP of Patient Care Services on the use of the funds by upon request, February 15. The annual report shall list total number of nurses utilizing the fund, nurses’ names, nurses’ home unit, programs being attended, the number of education days utilized, and the total dollar amount expended. PNCC paid processing time may not exceed sixteen (16) hours per month and may not drive overtime. Two PNCC members may receive two (2) additional paid hours in January for the purpose of preparing the annual report. Data Processing will assist the PNCC to develop the software.
for the program. If the time exceeds more than one hour a week, consistently for more than three months, the issue will be referred to LMCC.

The Medical Center and the PNCC will work together (utilizing a short-term task force of key stakeholders) to create a more streamlined process within the life cycle of this contract to decrease the paid processing time demands.

C. The Medical Center will make a reasonable effort to arrange scheduling to allow nurses to utilize pre-approved educational leave days. A Per Diem nurse may cover a maximum of two full shifts per schedule period on their home unit for another nurse to attend mandatory education. This must occur prior to the posting of the schedule and credit will be granted towards their required shifts(s).

Paid educational leave requests will be governed by the PTO request provisions. Nurses who do not make arrangements to utilize their educational leave within the calendar year shall forfeit such unused leave. Where possible, PNCC education days should replace regularly scheduled shifts.

D. Nurses shall also be afforded the option of attending educational programs including the pursuit of a B.S.N. or M.S.N. or health care related degree on a term-by-term basis as unpaid, (limited to two (2) days per nurse per calendar year) as unpaid, subject to the operating efficiencies of the Medical Center and manager. No reasonable requests will be withheld.

E. Nurses may request and be granted individual unpaid days off for attending classes in pursuit of a B.S.N. or M.S.N. or health care related degree on a term-by-term basis.
F. Nurses may use paid educational leave for PNCC approved online learning. One documented CEU earned shall correspond to one hour of paid educational leave. CEUs shall be submitted to the PNCC for approval of PNCC funds within immediately immediately upon completion. Online CEUs done in conjunction with work time are not eligible for PNCC funds and must not create an overtime situation.

G. Education monies may be used for verifiable paid individual subscriptions to online providers of CEUs.

H. Mandatory SHS education must be done either online or at any SHS facility. If a nurse chooses to complete an SHS offered mandatory competency outside SHS, PNCC monies will be used, and hours will apply, e.g. ACLS or PALS. Nurses must use the time and attendance process to account for all time spent in education. Nurses who attend a required SHS course on a regularly scheduled work day where the class hours are less than the nurse’s scheduled work hours the nurse may use PTO or take the remaining hours unpaid. (e.g.-a twelve hour (12) nurse who attends an eight (8) hour course would not be required to use PTO for the remaining four (4) hours.) Alternately, the nurse may choose to stay at the SHS site on the same day and complete additional mandatory education (Performance Manager) or utilize any PNCC funds available to them for voluntary on-line education (e.g. CE Direct) to complete their full shift or portion thereof.
ARTICLE 9. SENIORITY AND LAYOFF

A. Seniority shall mean length of continuous service with the Medical Center and
Home Health Nurses hired after July 1, 2011, as a nurse within the bargaining
unit. Home Health nurses employed before June 30, 2011, seniority shall mean
the original date of hire by Medical Center or hire date in Home Health at the
Albany and Lebanon hospitals prior to the merge, whichever hire date occurred
first. A new RN Trainee or Intern will be required to enter the bargaining unit
upon hire n completion of training or the internship program. Upon entry into the
bargaining unit, union seniority will be applied back to their date of hire as a
Trainee or Intern with the Medical Center.

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

B. An employee shall lose all seniority rights for any one or more of the following
reasons:
1. Voluntary resignation, unless re-employed within six (6) months, If the
employee is re-employed within six (6) months, time out of the bargaining
unit shall be deducted out of their seniority.
2. Discharge for just cause;
3. Failure to notify the Medical Center within ten (10) days after being recalled by registered mail, return receipt requested, that the nurse will accept the position offered and/or failure to return to work within four (4) weeks after being recalled, unless due to actual illness or accident or mutually agreed;

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

C. Notices of vacancies and new positions should be posted on the HR bulletin board and website online for seven (7) calendar days. The notice shall include the position, shift, unit, minimum qualifications and FTE. Nurses interested in applying for any such posted vacancy or new position shall make application electronically to the Medical Center within the above posting period. All current employee applicants who are applying for lateral transfer and meet the posted qualifications shall be afforded an interview with up to two (2) people designated by the manager. The Medical Center shall post requirements for the actual position to be filled. Applicants shall receive a written response advising them of their selection for the position or reason for denial. Until the successful applicant has begun work in the vacancy or new position, the Medical Center may temporarily fill it with a person of its choosing for a period of up to ten (10) weeks or longer, with the consent of the successful applicant.

D. Seniority Date: If a nurse has the same seniority date, the following methods will be used to break a tie:

1. Seniority within the Department
2. Hospital wide seniority
3. Seniority within Samaritan Health Services
4. Date of the original Oregon RN licensure
5. Lowest Oregon RN license number

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

relevant job-related experience or post-licensure education.

1. Certifications

2. Educational or workshop credits

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

Qualified senior nurses who apply shall be given preference for vacancies involving advancement, provided the specialty certifications(s) skill and abilities of the nurses is equal. The Medical Center shall be the sole judge of the relative skill and ability of the nurse, which judgment shall not be arbitrarily or capriciously exercised. In any case, when the Medical Center gives such preference to an external/junior applying nurse, the applicant, the Medical Center shall first have given such nurse and all applying internal qualified nurses senior to him/her the opportunity for an interview to discuss their skill and ability, and shall advise the senior applicant of their decision in writing of the reasons for its decision.

E. Seniority dates lists shall be maintained by the Medical Center and sent, upon request, to the Association for review monthly semi-annually.

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

Medical Center.

Definitions:
1. **Mandatory Absence (MA)** – Involuntary cancellation by the Medical Center 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.

   a. During an MA all benefits will continue to accrue
   b. A nurse may request to be informed if there are any nurses with the same skill working who are not represented by GSMRC Association.

2. **Voluntary Absence (VA)** – Prior to the beginning of the shift, a Nurse volunteers submits a request for a full and/or partial VA in Kronos to be canceled out of rotation from a regularly scheduled shift, which is part of the nurse’s FTE, if the Medical Center must reduce staff. Full shift VA will be granted prior to partial VAs and only before the shift begins. Partial shift VAs include any hours after the start of the shift, based on patient needs as determined by the Medical Center, and will not be awarded before the start of the shift. All VAs will be awarded based on Kronos time and date stamp. When receiving notification of a VA, a nurse may request to be informed if there is an agency nurse with the same skill who is not represented by the GSRMC Association working. The first VA per scheduled period shall be treated as an MA for benefit accrual purposes. Any additional VAs during that schedule period will not accrue benefits unless the nurse uses PTO. Once a VA is requested it cannot be rescinded or declined less than twelve (12) hours prior to the start of the shift. Article 5.E.2 does not apply to VA.

3. **Mandatory Absence Rotation List** – A list maintained by the Scheduling Office or within the departments for those not supported by the Scheduling Office. Nurses who are given a mandatory absence or placed on standby-status for a total of four (4) hours eight (8) hours or twelve (12) hours for 12 hour shifts will go to the bottom of the list. Per Diem will be included in a rotation list for purpose of cancellation, described below.
Stand-by status-In lieu of being cancelled, the Medical Center may offer the nurse to be placed on standby for the first four (4) hours of their shift. The nurse will remain available to work and will be compensated at a rate of ten ($10.00) dollars per hour. If a need arises at any time during that four (4) hour period, the nurse will report to work at the original shift’s rate of pay for the remainder of the scheduled shift while also receiving the ($10.00) dollars per hour for four (4) hours of standby regardless of start time.

Guidelines: In the event of excess nursing staff numbers, which need to be reduced, the following guidelines will apply:

1. At least one scheduled nurse from each subspecialty shall be retained from each shift.

2. The priority for assigning cancellations or mandatory absences will be to protect regularly scheduled shifts paid at the regular rate of pay:
   
   In accordance with the above definitions and guidelines, temporary staffing reductions will be done in the following order
   
   a. Agency/Traveler RNs
   b. Temporary RNs
   c. **Non-bargaining unit nurses**
   c. Holiday double time
   d. Shifts above assigned FTE that are paid at a premium rated.
   e. Overtime situations
   f. Regular staff from a regularly scheduled shift paid at a premium rate
   g. Per Diem staff
   h. Shifts above assigned FTE that are paid at the regular rate, provided, however, that the nurse is responsible for informing the
3. Only standby or cancellation of staff from a regularly scheduled shift will be considered in the mandatory absence list. A nurse who volunteers to take a mandatory absence for a regularly scheduled shift that is overstaffed will be credited with a mandatory absence for purposes of the rotation and will be moved to the bottom of the Mandatory Absence Rotation List. All regularly scheduled cancelled shifts (Straight-time or Premium Pay) will move a nurse to the bottom of the MA list. Clinical Coordinators will be included in the MA list.

4. Surgical Services, Ambulatory Infusion, Home Health, Women’s Services, ED and Mental Health departments shall follow the above guidelines but rotate solely within their specific units and shifts for purposes of assigning mandatory absences.

5. Nurses who are placed on call from a regularly scheduled shift paid at straight time and not called in will be moved to the bottom of the mandatory absence rotation list upon completion of the on-call shift.

6. Nurses who work 12-hour shifts will receive a mandatory absence credit for twelve (12) hours.

7. Management agrees that, in the event of fifty (50) or more Association ONA nurses individually experiencing three (3) or more mandatory absences per month for two (2) consecutive months (to be evaluated every 10 weeks) and if requested by the Association, they will begin discussions with the Association regarding the feasibility of implementing the language in Article 9, Section G., Layoff.
G. Layoff: Medical Center management will notify the Association at least twenty-one (21) days prior to initiating a layoff. In the event of a Medical Center-declared layoff, nurses in the unit where the layoff occurs will be given the opportunity to be voluntarily laid off. If it is determined that the voluntary procedure is not satisfactory, then:

1. Nurses will be laid off and/or have their FTE and shift adjusted by Medical Center management within the bargaining unit in the reverse order of seniority provided that the remaining nurses currently possess the necessary competencies and skills to perform the work to be done. All job shares will be suspended during the layoff. Should removing the least senior nurse result in inadequate competency and skills in the unit, then that nurse shall remain and the next least senior nurse shall be laid off.

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

3. All Nurses who meet qualifications shall be considered for available positions within their current unit. Only nurses in good standing will be considered for advancement.

4. Employees will be paid severance in accordance with the current Medical Center's Severance policy (see Appendix A for policy title). Nurse will waive recall rights by accepting severance.

5. The Medical Center will provide the Association a list of the employees to be laid off, a seniority roster and a list of vacant positions within the bargaining unit. List will include department, unit, FTE and shift. The Association/Nurses will have ten (10) days to review and contest seniority dates.
6. Nurses shall be recalled from layoff in the order of seniority provided that they have the necessary skills and competency to perform the work. If a laid off nurse is recalled to a shift different from the nurse’s assigned shift at the time of the layoff, the nurse may refuse such recall. The nurse may not refuse more than on two occasions or recall rights will be forfeited.

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

8. REORGANIZATION/RESTRUCTURE:
   a. A Reorganization/Restructure may happen when the Medical Center determines a department(s) needs to be reorganized due to business needs. Should a reorganization take place, the following process will be followed:
   b. The Medical Center will give the Association and affected nurses twenty-one (21) days’ notice.
   c. The Association may request a meeting within five (5) days of such notification with the Medical Center to discuss the need for the reorganization, process and timeline.
   d. 1. Nurses will be given a current department seniority list.
   3. Nurses will have ten (10) days to challenge the seniority date with Human Resources. The nurse must notify both the Association and Human Resources.

Nurses will be given the new schedule(s), including FTE’s and patterns. Nurses will rank all schedule options based on their primary job classification and 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 nurse many not bid for open positions, nor may they displace any other nurses during this process, regardless of their seniority.
The Medical Center will let nurses know of their awarded selection within twenty-four (24) hours. The new schedule will begin at least forty-five (45) days from the selection date.

H. Nurses other than Per Diem will be regarded, following orientation, as assigned to a specific shift, unless the position held by the nurse was posted as a variable shift. Such nurses shall not be assigned to a different shift except in cases where: (1) they have voluntarily agreed, after completion of the probationary period, to such assignment; (2) they are filling a position which existed prior to September 12, 1980, and which specifically provides for different shifts; or (3) the Medical Center needs a nurse on a different shift, cannot obtain a volunteer and cannot meet the need from the available qualified float pool nurses on that shift. In cases arising under Number 3, the Medical Center shall assign the qualified nurse with the least seniority to the shift change for a period no longer than three (3) months (in which case, the Medical Center will assign the next least senior qualified nurse).
ARTICLE 10. EMPLOYMENT STATUS

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

B. Nurses shall have the right to a representative to accompany them to any meeting with managers which they believe may result in disciplinary action. Nurses shall receive copies of any material of an evaluative or disciplinary nature to be placed in the supervisory or personnel files and shall have the opportunity to attach a response to it. Verbal and written corrective actions shall not be considered in future progressive discipline after a period of seven (7) 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.

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

D. All nurses shall make every effort to give at least thirty (30) calendar days’ notice of intention to terminate. To be eligible for all accrued side benefits, the nurse shall give as much notice as possible but not less than fourteen (14) calendar days’ notice of intended resignation, but the Medical Center will reasonably consider emergency circumstances which affect the nurse’s ability to give the requisite notice.

E. The Medical Center shall give regular nurses fourteen (14) calendar days’ notice of termination of their employment or, if less notice is given, the Medical Center shall pay the difference between the number of days the nurse would normally work during such period and the number of days actually worked; provided,
however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for theft, falsification of records, use of intoxicants or unauthorized drugs at work or abuse of patients, or for any other reason constituting just cause.

F. A regular nurse who feels s/he has been suspended, disciplined or discharged without proper cause may present a grievance for consideration under the grievance procedure.
ARTICLE 11. PROFESSIONAL NURSING CARE COMMITTEE

A. Recognition - A Professional Nursing Care Committee shall exist be established at the Medical Center.

B. Responsibility - The Medical Center recognizes the responsibility of the Committee to recommend measures objectively for improvement of patient care and will duly consider such recommendations when submitted in writing and will respond in writing.

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

1. To consider constructively the practice of nurses.
2. To work constructively for the improvement of patient care and nursing practice.
3. To recommend to the Medical Center ways and means to improve patient care.
4. To be responsible for equitable distribution of continuing education funds.
5. To exclude from any discussion contract grievances or any matters involving the interpretation of the contract.

D. Composition - The Committee shall be composed of seven (7) registered nurses employed at the Medical Center and covered by this agreement. Two (2) alternate nurses may be appointed to the committee to attend when one or more of the seven (7) designated nurses is unavailable. The Committee members shall be elected or selected by the registered nurse staff at the Medical Center and shall be representative of clinical areas and shifts. Home Health PNCC shall be composed of three (3) registered nurses employed at the Medical Center and covered by this agreement.

E. Frequency of Meetings - The Committee shall schedule regular meetings.

Nurses and management will make reasonable efforts to relieve the nurses of
their duties in order to attend scheduled meetings. Each Committee member shall be entitled to up to three (3) paid hours per month at the nurse’s regular straight time rate for the purpose of attending Committee meetings. Such meetings shall be scheduled so as not to conflict with the routine. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Bargaining Unit Leadership, and Leadership and emailed directly to the Vice President for Patient Care Services. The PNCC agenda and minutes shall be posted on the intranet nursing units.

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

G. Nurse Staffing Discussions - The Committee may request meetings with the administration to discuss nurse staffing problems. Such recommendations shall be given due consideration by the Administrator, but shall not be binding on the Medical Center.
ARTICLE 12. PARTICIPATION IN COMMITTEES

A. As medical staff committee appointments are made annually by the Chief of Staff, the administration agrees to suggest to each incumbent of that office that a nurse or nurses participate in the medical staff Ethics committee.

B. The Medical Center will appoint at least one nurse, selected by mutual agreement between the Association RNA Executive Committee and the Medical Center, to the following Medical Center committees:

4. Medical Center Safety Committee
5. Emergency Preparedness Committee
6. Infection Control
7. Critical Care Committee
8. Ethics Committee

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

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

B.C. The function of the nurse attending the committee meetings described in paragraphs A and B shall be to recommend to and review with the medical staff improvements that may be made in rendering the best possible care to patients in the Medical Center and to receive from the medical staff recommendations on the improvement of nursing care. Prior to and subsequent to each meeting, the
nurse should communicate with nursing administration to be advised of problem areas and to share recommendations affecting patient nursing care.

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

E. Committees that evaluate evidence-based nursing practice will recommend policy changes to management; further these committees will not engage in practices that are mandatory subjects of bargaining.
ARTICLE 13. LABOR MANAGEMENT COOPERATION COMMITTEE

A. The Medical Center and Association will participate in a joint Labor Management Cooperation Committee ("LMCC"). The goal and purpose of the LMCC shall be to foster a more positive and collaborative relationship between the parties 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.

B. The LMCC shall be composed of eighteen (10) members, five (5) from the Association, and five (5) from the Medical Center who, by virtue of their positions within their respective organizations possess the authority to make decisions on behalf of their constituents. The Association members shall be the ONA Labor Representative and four (4) 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.

C. Initially the parties agree to the following:

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

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

3. To meet 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.
4. To furnish written records of LMCC discussions to the RN Bargaining Unit and Nursing Managers by posting minutes on the intranet.

**ARTICLE 14. PROFESSIONAL DEVELOPMENT**

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

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

**C.** The Medical Center shall maintain a continuing in-service education program. The Medical Center shall provide a minimum of two (2) to three (3) weeks advanced notice of the programs when feasible. The exception is continuing education programs designed to address information of an urgent or time sensitive nature. The Medical Center shall seek to schedule the programs on different days of the week during a year.

**D.** All nurses are encouraged to participate in a minimum of twenty (20) hours per year of in-service training. Such training will be made available to all shifts.

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

F. The Tuition Reimbursement policy of the Medical Center is applicable to all employees and shall apply to Registered Nurses. Any changes to this policy will be communicated in writing to the bargaining unit chair. The Medical Center shall provide seventy-five percent (75%) reimbursement for full time nurses, fifty percent (50%) for part time nurses and per diem nurses who qualify under Article 3 Section 5.

G. Nurses will be paid for any mandatory educational hours. Every effort shall be made to provide training to all shifts. If a nurse commits to attending a mandatory education class but is a no-show to the class without providing twenty-four (24) hour notice of cancellation using the home department’s appropriate sick call procedure and/or sick call line, PTO may be assessed for the class time missed.

H. Staff meetings will be posted at least two weeks in advance. Nurses will have up to ten (10) days prior to the meeting to notify their manager of their intent to attend. Units with more than one (1) shift should have more than one (1) meeting to accommodate participation by RNs on different shifts.

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

J. At least one additional nurse per unit will be granted an educational day, above the master list for vacation requests, provided core unit staffing has been met.

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
ARTICLE 15. NO STRIKE/NO LOCKOUT

In view of the importance of the operation of the Medical Center's facilities to the community, the Medical Center and the Association agree that there shall be no lockouts by the Medical Center and no strikes, sympathy strikes or other interruptions of work by the Association, its officers, agents, representatives, or the nurses during the term of this Agreement.
ARTICLE 16. GRIEVANCE PROCEDURE

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

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.

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

2. Step Two: If a satisfactory agreement is not reached within fourteen (14) days of the discussion at Step One, the employee shall have fourteen (14) additional days to reduce the grievance to writing and submit it to the Department Manager, (unless the Department Manager heard the grievance at Step One, in which case the nurse should proceed to Step Three).
The Association may initiate a grievance and direct it initially to the Department Manager if the issue affects the rights or benefits of a group of nurses within the same department.

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

3 Step Three: If the grievant is not satisfied with the Department Manager's response or has not received a response within the timeframes set forth above, the employee shall have fourteen (14) additional days to reduce the grievance to writing and submit it to the Vice President of Patient Care Services who shall endeavor to settle the complaint. At this step, the employee may seek the assistance of the Association in presenting his/her case. Within fourteen (14) days after presentation of the grievance to the Vice President of Patient Care Services, the parties shall schedule a meeting to be held at a mutually convenient time (which may be outside the fourteen-day period) to attempt to resolve the matter. The Vice President of Patient Care shall issue a written response to the grievant and the Association within fourteen (14) days following the meeting. Home Health Nurses will file step (3) three grievance directly to Vice President of Operations.

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

4. Step Four: If the grievant is not satisfied with the resolution at Step Three, the employee shall have fourteen (14) additional days to refer the written grievance to the Medical Center President/CEO or designee. A meeting
with the Medical Center President/CEO or her/his designee will be held within fourteen (14) days of receipt of the referral, who will issue a written response to the grievant and the Association within fourteen (14) days following such meeting.

5. Step Five: If the issue is not resolved at the President/CEO level, then the Association may, within fourteen (14) days of the President’s/CEO’s decision request that the Medical Center participate in non-binding mediation through the Federal Mediation or Conciliation Service. If the Medical Center does not agree to mediation or if mediation does not result in resolution of the grievance, the Association may, within fourteen (14) days of the Medical Center’s decision not to participate in mediation or within fourteen (14) days of the mediation session, refer the grievance to a neutral party selected from a list of names supplied by the Federal Mediation and Conciliation Service. The decision of the neutral party as arbitrator shall be binding upon the parties and each party shall pay one-half (1/2) of the arbitrator’s fee. The arbitrator shall not have authority to add to, modify or detract from the provisions of this Agreement.

7-8. Only disciplinary grievances may be placed in a nurse’s personnel file.

8-9. B. As used in this Article, 'days' shall mean calendar days.
ARTICLE 17. RETIREMENT PLAN

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

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

Medical Center Match to the Samaritan Health Services TSA.
For nurses hired on or before September 6, 2013, the Medical Center will match the contribution of the eligible nurses up to three (3%) percent of gross pay. For nurses hired after September 6, 2013, the Medical Center will match the contribution of the eligible nurses up to two (2%) percent of gross pay.

C. Nurses enrolled in the sun setting Defined Benefit plans, may continue to participate in that plan, with the designated Samaritan Health Services carriers.

D. If the Medical Center changes the Samaritan Health Services Retirement Plan during the term of this agreement, RNs will be eligible to participate in the new benefit.
ARTICLE 18. HEALTH AND WELFARE

A. Each full-time and part-time nurse who is regularly scheduled to work at least 20 hours per week may participate in one of the Medical Center's health and welfare plans, in accordance with their terms, as selected by the employee. The plans shall provide medical, dental, employee and dependent life, accidental death and dismemberment, long-term disability insurance, and vision benefits. During the term of this Agreement, Medical Center will continue to provide such plans made available to all employees or will provide similar plans if it establishes them in place of such plans. If the Medical Center makes any revisions to the plans, ONA will be given thirty (30) days' notice.

Nurses may opt out of the medical/pharmacy benefits with proof of other insurance. Such proof must be provided annually. Opt out employees will receive an amount designated by the Employer.

Per Diem Nurses who for the previous six (6) months have on average worked forty (40) hours or more per pay period in a per diem position will upon request be granted benefits of a regular FTE with the exception of paid time off (PTO), appropriate to number of hours worked. These Nurses will forfeit the Per Diem differential in lieu of those benefits. 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 benefits.

B. Premium Rate Determination. In 2017, the employee's contribution rate will be the same as the rest of the majority of the Medical Center's employees, provided, however, that the Health and Welfare Plan will not increase more than ten percent (10%) from the previous year's contribution. In 2018 the Plan will not increase more than ten percent (10%) and 2019 the Plan will not increase more than then percent (10%).
C. **Life Insurance and Long-Term Disability.** During the term of this Agreement, nurses will participate in the life insurance and long-term disability plan as in accordance with the provisions of the SHS plan. During the term of this Agreement, nurses may also participate in the voluntary insurance plans in accordance with the provisions in the SHS plan.

D. **Short-Term Disability.** During the term of this Agreement, nurses may participate in the short-term disability insurance plan according to the provisions of the STD plan provided by SHS. The opportunity to elect short-term disability will be available at least once every five (5) years starting with open enrollment for 2019.

E. **At the time of employment, each nurse must fulfill Employee Health requirements**
ARTICLE 19. SEPARABILITY

In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE 20. SUCCESSORS

In the event the Medical Center shall, by merger, consolidation, sale of assets, franchise, or by any other means enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Medical Center shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned and, if such notice is so given, the Medical Center shall have no further obligations hereunder from date of takeover.
ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
Article 21 Surgical Services Provisions

A. Surgical Services departments shall be comprised of the following units: Operating Room, Post Anesthesia Care Unit, Cardiac Cath Lab, Cardiac Cath Lab Recovery - Short Stay (Ambulatory Surgery) and the Ambulatory Surgery Center.

1. A nurse home unit is the unit a nurse is hired into.

B. Surgical Services nurses may will be floated to available areas to assist in units within Surgical Services areas and will not be assigned outside of Surgical Services to take a patient assignment. Any nurse being floated from their home unit will be oriented to the new unit’s physical environment.

B. C. On-call period is the period of time when a nurse is on-call for the Medical Center. On-call is required for nurses covered by this section with the exception of Cardiac Cath Lab and the Ambulatory Surgery Center. However, Cardiac Cath Lab Recovery, Ambulatory Surgery Center and Per Diem nurses shall not be required to be scheduled for on call; but may volunteer to be scheduled for on call.

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

2. Any Surgical Services nurse, regardless of FTE or home unit may volunteer to take additional call outside of their home unit, provided they are appropriately trained and qualified.

3. If a per diem nurse schedules themselves for on-call hours they will get hour equal credit towards hospital shifts on the next schedule period for any call-back hours worked.

4D OR and Cardiac Cath Lab nurses’ share the number of call hours for their respective departments proportionate to their FTE. The total number of call hours may vary according to the number of
nurses within each specialty team available to take call. Volunteers may arrange additional on-call hours or trades with co-workers from their unit in accordance with Medical Center policy provided it does not set up additional overtime liability for the departments unit(s). Additional call hours, if any, shall not be considered under the proportionality rule.

E. Short Stay (Ambulatory Surgery) and PACU nurses shall equally divide the number of call hours available for their home units. The total number of call hours may vary according to the number of nurses available to take call. Volunteers may arrange additional on-call hours or trades with co-workers from their unit in accordance with Medical Center policy provided it does not set up additional overtime liability for the units departments. Additional call hours, if any, shall not be considered part of the equal division.

F. An ongoing rotational holiday call schedule will be established in writing by each individual unit within Surgical Services.

G. Nurses who agree to pick up an “Orphan Call” (previously assigned on call hours) which has become available due to illness, injury, termination/resignation shall be compensated. for those on call hours at a rate of double the on-call rate per on call hour. If no one volunteers to take the orphan call, it will be assigned on a rotational basis with consideration given to extenuating circumstances.

H. If a nurse is called back to work during their on call hours, the nurse shall be given not less than three (3) hours of work or equivalent pay for each such call back. If an on-call nurse is required to work more than sixty (60) minutes past the end of their previous shift, the nurse shall be given not less than three (3) hours of work or equivalent pay as if they were called back. Written documentation for each such call back. If the nurse is still required to work, then call back shall be deemed to have
begun at the end of the regular shift and a payroll adjustment sheet shall be completed and submitted to the manager. A nurse who is called back to work while on call shall check with the department manager/staffing coordinator when this occurs or shift supervisor before leaving the Medical Center.

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

I. A nurse who has worked call back during scheduled on call hours such that the nurse has not received ten (10) consecutive hours off since the last regularly scheduled shift worked may request the next shift off without pay.

J. If the nurse RN works between 11 pm to 7 am callback and the nurse RN is assigned an MA and does not complete their his/her regularly scheduled shift, the nurse RN will be paid ½ the RNs nurse’s hourly base rate per hour for the remaining hours of the nurse's RNs regularly scheduled shift. This pay provision will override Article 5.E.2.

Article__22___: COMPENSATION

A. STEP SYSTEM OF PAY

The wage scale is composed of a series of progressing steps established to recognize experience and length of service. There will be a years of service requirement to move to a higher wage step after new hire initial step placement ending with a 30-years-of-service step.
1. The wage rate increases between each year-of-service step will be three percent (3%).

2. Between Steps 1 and 7, a nurse will meet the years of service requirement and move to the next step if the nurse works 1100-hours or is employed 12 months, whichever is longer. Between Steps 7 and 15, a nurse will meet the years of service requirement and move to the next step after the nurse has been employed twenty-four (24) months, irrespective of the number of hours worked. Between Steps 15 and 25, a nurse will meet the years of service requirement and move to the next step after the nurse has been employed for sixty (60) months on the step, irrespective of the number of hours worked. In order to be eligible for the 30-year step, a nurse will meet the years of service requirement and move to step thirty (30) after the nurse has been employed for sixty (60) months on step 25.

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

4. Once a nurse is placed on the Medical Center GSRMC wage scale, the hours requirement and years of service rule will govern their progression through the scale. For example, nurses hired from outside Medical Center GSRMC with 15 years of acute care experience will be placed on Step 15 and those nurses will be eligible to move to Step 20 after sixty (60) months of service with the Medical Center on Step 15. Nurses will be eligible to move to Step 25 after sixty (60) months of service with the Medical Center on Step 20.
B. WAGES

The following wage rates will apply to nurses:

All increases will commence the first pay period following the effective date:

- **If, ratified on February 10, 2020, retro pay will be paid (10) ten pay periods prior to February 10, 2020.**
- Effective **February 10, 2020, July 1, 2019** – 3% increase across the board
- Effective July 1, 2020 – 2.75% increase across the board
- Effective July 1, 2021 – 2.75% increase across the board

### Good Samaritan Regional Medical Center

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C. INCENTIVE COMPENSATION

Nurses will be able to receive one or a combination of the following:
1. Preceptor Differential: A three percent (3%) increase on the nurse’s base wage rate for all hours worked if the nurse is a routine and satisfactory preceptor, and has completed the annual preceptor training.

2. Certification Differential: A three percent (3%) increase on the nurse’s base wage rate for all hours worked if the nurse has tested for and passed achieved or maintained a nationally recognized nursing certification applicable to their current position. 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 the Medical Center-GSRMC HR office. A copy of the certification must be submitted to Medical Center GSRMC HR office within the following three (3) months or the differential will be discontinued. It is the nurse’s responsibility to provide evidence of certification renewals to the Medical Center HR office. If evidence is not provided, the differential will be automatically discontinued on date of expiration on file in Human Resources. at certification lapses.

3. BSN/MSN Differential: A two and half percent (2.5) differential will be added to the base hourly wage for those nurses who have a BSN degree. A three and a half percent (3.5%) differential will be added to the base hourly wage for those nurses who have an MSN degree. Nurses will be eligible for only one advanced degree differential. BSN/MSN diploma or transcripts must be received in the Medical Center GSRMC HR office for differential to begin. Differential will begin the first day of the first pay period receipt by the Medical Center HR office.

D. SHIFT AND SHIFT PREMIUM DIFFERENTIALS

Effective the first pay period following ratification of this Agreement, shift differentials shall be as follows:

Evenings: An amount equal to six percent (6%) of the applicable rate of
pay under (A) above.

Nights: A nurse shall receive twelve and one-half percent (12.5%) of applicable pay if a nurse works less than four (4) consecutive years on night shift at Medical Center. A nurse shall receive fifteen percent (15%) of applicable pay if the nurse works more than four (4) consecutive years on night shift at Medical Center but less than eight (8) years. A nurse shall receive seventeen and one-half percent (17.5%) of applicable pay if the nurse works at least eight (8) consecutive years but less than ten (10) consecutive years on night shift at Medical Center. A nurse shall receive twenty percent (20%) of applicable pay if the nurse works at least ten (10) consecutive years or more on night shift at Medical Center.

E. CLINICAL COORDINATORS/CHARGE NURSE:

1. Three dollars ($3.00) per hour above the nurse’s regular rate of pay, applicable line of the rate schedule shall be paid to Coordinators.

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

G. On call: On-call hours shall be paid at $4.75 per hour for each on-call hour with $5.50 per hour for hours scheduled on call on recognized holidays. If a nurse is
called back to work from on call, the nurses will receive on call pay and time and one half (1 ½) their regular rate of pay plus shift and weekend differential, if applicable, if they are called back to work from on call. The number of hours compensated at the call back rate may not exceed the number of hours assigned as the on-call period. Nurses are required to report to their manager or the nursing Supervisor shift supervisor prior to leaving the Medical Center.

There shall be no pyramiding of call back compensation with any other hourly rate for the same hour worked except as noted above.

H. Medical Center discounts available to RNs covered by this agreement shall be the same as those afforded to the majority of the Medical Center’s employees.

I. Per Diem nurses shall be paid a $5.00 per hour differential in addition to their regular shift rate in lieu of any fringe or side benefits (exclusive of education leave and pension if eligible under its terms). Effective 7-9-2018 Per Diem nurses shall be paid a $4.75 per hour differential in addition to their regular shift rate in lieu of any fringe benefits (exclusive of education leave and retirement if eligible under its terms).

J. Weekend Differentials: For any shift predominately worked on a Saturday or Sunday the nurse shall be compensated an additional five percent (5%) per hour in addition to any other applicable differentials. Move to Article 22 D.3

L. Preceptors: The Medical Center shall provide a special educational day to enhance teaching and learning skills, in a collaborative effort with the Health Education Department for preceptors. To be eligible as preceptor, a nurse must attend, with management approval, the training offered herein on an annual basis. The nurse will be initially eligible for the preceptor differential set forth in
paragraph C.1 above upon completion of the following: (a) the initial training; (b) 80 hours of precepting; and (c) satisfactory evaluation by the nurse’s manager. The initial evaluation will be conducted within two weeks of the notification to the manager from the nurse that she or he has completed 80 hours of precepting. (If the evaluation is conducted at a later date, the preceptor differential will be effective on the date the evaluation is due, provided evaluation is satisfactory.) Thereafter, the nurse must comply with the Medical Center policy to maintain preceptor status. (Propose moving K to a new C.1.a)

M. **EXTRA HOURS 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 above the nurse’s regularly scheduled FTE except when there is a change of schedule agreed upon by the Medical Center and nurse. Part-time nurses will be paid at one and one-half (1 1/2) times their regular straight-time rate of pay for hours worked nurse’s regularly scheduled FTE and thirty-two (32) hours per work week.

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 being called back to work while on call. This section will apply only if the nurse also works all of their scheduled shifts in the same pay period, other than such shifts that were not worked because of a low census day, because of a previously approved block period of leave accompanied with physician document if the dates change or because they had previously been scheduled as PTO prior to the schedule being published. This premium will not be paid for any un-worked hours.

Once a nurse agrees to work an extra shift, **they have twenty-four (24) hours to retract the shift after which the nurse is committed to those** hours. If a nurse calls in unable to work their regularly scheduled hours during a pay period in which the nurse has signed up for extra hours, the premium pay will be waived for the corresponding...
number of hours that the nurse misses. Further, a nurse is required to use accrued PTO for the missed hours.

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

5. If extra shifts remain after the Medical Center has attempted to fill the schedule with Per Diem nurses, the Medical Center will post the extra shifts electronically. The nurses who hold an FTE in the relevant unit will be permitted to sign up for extra shifts for the first five (5) days that the schedule is posted. Thereafter, all qualified nurses in the bargaining unit may sign up. A nurse may sign up for extra shifts; however, the Medical Center may limit nurses to one hundred eight (108) hours in a pay period. If the Medical Center is concerned about patient care and safety, the Medical Center reserves the right to limit the number of extra shifts a nurse may work.

6. Per Diem and Home Health nurses are not eligible for the extra hours premium.

8. Nurses who work an extra shift on Christmas Eve, Christmas Day, New Year’s Day and Thanksgiving at the request of the Medical Center within the published schedule will be paid two (2) times the straight time rate of pay so long as the holiday is not a result of trades. A nurse that is called back from being on-call on Thanksgiving, Christmas Eve or Christmas Day will be paid two (2) times the straight time rate of pay.
1. Home Health Nurses: Telephone Consultation:
   Telephone consultation (including documentation of telephone contact) that is
   necessary for the guidance of personnel on duty, for telephone conferences, and/or for patient evaluation or advice, and that is in excess
   of fifteen (15) cumulative minutes while the nurse is on call, shall be
   considered hours worked and shall be compensated at the rate of time
   and one half (1 ½) plus weekend differential, if applicable.

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

3. Home Health Cell Phone Policy:
   The Medical Center will continue to
   provide cell phone subsidies at the current rates of $60.00/FT and $40.00/PT,
   and $20.00/Per Diem per month. In the event that the Medical Center identifies
   comparable, more cost effective, alternative means or technologies or is able to
   negotiate more favorable terms with a service provider, the Medical Center may
   reduce the reimbursement level. The union shall be provided thirty (30) days’
   notice of any such change.
4. All new increases or pay practice changes introduced in this contract shall commence on the first day of the first pay period following ratification unless otherwise specified.

By: [Signature] By: [Signature]

Date: November 5, 2013 Date: 11/7/13

ARTICLE 23. DURATION

This Agreement shall be in full force and effect upon ratification, and, except as specifically set forth hereunder, shall remain in effect until June 30, 2022, and shall continue in effect from year to year thereafter unless either party gives notice in writing to the other party at least ninety (90) days prior to the expiration date of its desire to terminate or modify such Agreement. If revisions in State or Federal law materially affect the Medical Center’s cost or revenues from operations and/or have a substantial effect on the nature, type, coverage or cost of health insurance provided to employees, the Medical Center or Association may re-open the Agreement on or after July 1, by giving thirty (30) days’ written notice.

Good Samaritan Medical Center Oregon Nurses Association

Scott Russell Mike Howell RN, PACU, BU-Chair
William Howden Stephanie Garcia RN, OR
Christina Gaulin Kathy Fournier RN, Cath Lab
Janell Anderson Lynn Schonbrod RN, OR
Maureen Murphy Deborah Armstrong RN, Home Health
Tammera Glenn Jilly Dealy RN, OR

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

1. Policies regarding discrimination can be found on the Policies and Procedures page of the SHS Insider. These policies include:

   Harassment Free Workplace
   Employee Standards of Behavior
   Samaritan Code of Conduct and Business Ethics
   Equal Employment Opportunity

2. Resources Include:

   Human Resources 541-768-5072
   Compliance 866-297-0489 or www.Ethicspoint.com

3. The Medical Center and the nurses will act in compliance with the Oregon Nurse Staffing Law found in Oregon Revised Statutes: 441.152 through 441.192
Letter of Understanding

Health Insurance Advisory Committee

Samaritan Health Services (SHS) will establish a Health Insurance Advisory Committee within six (6) months of ratification. The committee will include a representative from the GSRMC ONA bargaining unit. The GSRMC ONA Executive Committee will establish a list of four (4) nurse candidate from the bargaining unit, from which the Medical Center 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.
Letter of Understanding

Main OR Night Shift Coverage

In an effort to reduce on call and call back hours, the Medical Center will develop a night shift team for general coverage in the Main OR. This additional shift will cover 2300 to 0730 Sunday night through Friday morning. This will decrease general call for these nights.

Planned and unplanned absences will be staffed by the Main OR team. In the event of an unplanned absence all attempts will be made to fill the shift. If the shift remains unfilled, general call will be offered for that shift. If no volunteer is found, the call will be converted to orphan call and staff will be assigned the orphan call based on the rotational list per contract language.

The Medical Center and the Association will continue to maintain the Letter of Understanding for the Main OR and will review annually or as needed.

If the average required on-call hours exceeded forty-eight (48) hours per person, per scheduled period over a three (3) month period in the Main OR the Association may request and the Medical Center will agree to review the need for additional staff. The average will be based on how many hours of call are required for the twenty-eight (28) day schedule period divided by the number of employees required to take on-call hours.
PART TIME POSITIONS LETTER OF AGREEMENT:

GSRMC IS COMMITTED TO INCREASING THE NUMBER OF PART-TIME RN (PT) POSITIONS IN ORDER TO MAXIMIZE THE STAFFING EFFICIENCY, AND IMPACT RN SATISFACTION AND RETENTION OF THE PATIENT CARE DEPARTMENTS. MODIFICATIONS TO THE STAFFING MIX WILL BE EVALUATED ON A DEPARTMENTAL BASIS AND WILL BE CONDUCTED BY THE DEPARTMENT MANAGEMENT IN CONSULTATION WITH REPRESENTATIVE RNS FROM THAT DEPARTMENT.

The evaluation criteria are:

- Mix of FT and PT positions that maximizes the efficiency of the schedule (i.e. staffing levels by day/shift meet the patient care needs of the department)
- Final approval by management

For those departments with greater than or equal to 32 FTE'ed nurses, there will be at least 20% of positions offered at a 0.79 or lower. These positions will be initially posted as intra departmental only and be determined by the process described above.

For those departments with 12-31 FTE'ed nurses, there will be at least 10% of positions offered at a 0.79 or lower. These positions will be initially posted as intra-departmental only and be determined by the process described above.
For those departments with fewer than 12 FTE’ed nurses, modifications to the staffing mix will be evaluated on a departmental basis and will be conducted by the department management in consultation with representative RN’s from that department. These positions will be initially posted as intra-departmental only and be determined by the process described above.

Upon ratification an assessment and adjustment will begin immediately to ensure 5% of positions in the applicable departments are 0.79 or less. Beyond the 5% in order to maintain optimal staffing and quality patient care; employees awarded and moving into a 0.79 or less position will be transitioned as positions are backfilled until the minimum percentage is reached unless the option for 0.79 or less positions is declined by the RN’s in that department. The goal will be accomplish this by March 31, 2018. Quarterly progress reports will be presented to the LMCC, and the process will be evaluated. The final iteration will enter the contract on January 31, 2019.
ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
ASC Proposal

ASC will remain exempt until July 10, 2017:

Effective the first pay period following ratification the ASC nurses will be moved to the current hospital wage scale. Each nurse would be placed on the scale based on their years of experience. No nurse will be placed on a step that pays lower than the hourly amount they earned on the ASC wage scale.

If the ASC does not have available work, nurses will follow current contract language regarding floating to another department for which they have the skill set to perform.

Home Health Proposal

Effective the first pay period following ratification the Home Health nurses will be moved to the current hospital wage scale. Each nurse would be placed on the corresponding hospital step. No nurse will be placed on a step that pays lower than the hourly amount they earned on the Home Health wage scale.
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 Good Samaritan Regional Medical
Center, September 6, 2013 - June 30, 2016.

Signature:__________________________________________

Today's Date:_________________

Your Mailing Address__________________________________

_____________________________________________________

Home Phone:_________________ Work Phone:___________
Email:_______________________
Unit:_______________________
Shift:_______________________