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

July 1, 201922 until June 30, 202225

REDLINE DRAFT # 1
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AGREEMENT

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

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

ARTICLE 1. RECOGNITION

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

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

C. 1.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. 2.A. Membership. 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 within ninety (90) days of employment under this Agreement or the execution of this Agreement, whichever comes later:

Join and maintain membership in the Association; or

1. Pay an **Fairshare** amount equivalent to Association dues to the Association; or

2. 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. The **nurse pays** 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 Regional Medical Center Foundation. **Such a nurse, instead, shall contribute an amount equivalent to fair share fees, and furnish proof of affiliation and payment to the Association.** 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.

34. Nurses covered by this Agreement, who were hired on or before July 1, 1976, who are not ONA members or paying Fair Share, shall not be subject to the requirements above.
B. **2. B Dues.** The Medical Center will deduct Association membership dues or amounts paid to the Association in lieu of requirements above from the salary of each nurse who voluntarily agrees to such deduction by submitting to the Medical Center an appropriate written authorization for such deduction. Deductions shall be made each pay period and be remitted monthly to the Association.

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

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

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

D. **2. D Involuntary Termination of Employment.** The Medical Center will terminate an employee who fails to become and remain an Association member, fair share payer, or establish that the nurse is a bona fide religious objector, including making the required payments to a charity as listed above. The Medical Center will terminate an employee within ten (10) days after receiving notice from the Association that the employee is delinquent, which will include documentation that the employee has been given notice of, and an opportunity to cure, the delinquency so long as such involuntary termination is lawful.
2.E Indemnification. The Association will indemnify and save the Medical Center harmless against any and all claims, grievances, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Medical Center in connection with this Article.

2.F Association Lists. The Medical Center will provide to the Association and the chairperson (or designee) a report, on or around the first (1st) Monday of the month, a list of nurses in the bargaining unit, the list shall include: Within thirty (30) days of the execution of this Agreement and each month thereafter, the Medical Center will supply the Association with a list, including transferred employees, showing name, employee identification number, shift, address, telephone number, hire date, union seniority date, department, rate of pay, SHS e-mail and FTE. Terminations from the previous month are also provided on or around the first Monday of the month. In addition to the monthly report, new hire and transfer information will be provided on or around the third (3rd) Monday of the month, 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, pay rates of nurses covered by this Agreement.

2.G Association Representative Visits. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Medical Center for the purpose of transacting Association business pertaining to contract negotiations or administration and observing conditions under which nurses are employed; provided, however, that the Association’s representatives shall, 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.
2.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 where the daily assignments are posted. The Medical Center will provide a 17 x 22 posting space in the nursing lounges or another mutually agreed upon location per department for the Association to post notices of meetings, elections and activities. 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.

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

2.J. **New Hire Orientation.** An Association representative will be allowed two (2) sixty (60) minute sessions during Nursing Orientation of newly hired nurses per month to introduce the Association to newly hired nurses at the beginning of one of the days of orientation (as determined by the Medical Center). This time will be paid provided it does not interfere with the normal operations of the Medical Center and does not drive overtime. The Association representative must work with their supervisor to arrange time away from the department for such meetings. If the Association representative is not on scheduled time, they will pre-notify the department scheduler of the date/time of the orientation at which they are presenting. Newly hired RNs to SHS will be instructed upon hire to contact the Association to schedule which introductory session they attend, 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. **2.K. Bargaining Unit Representation.** A 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. **2.L. Medical Center Policies.** The Medical Center will maintain current copies of the Medical Center's policies and procedures on the SHS Intranet.

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

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**ARTICLE 3. PERSONNEL CATEGORIES**

A. **3.A. Definitions:**

1. **Introductory Nurse** - A newly employed nurse with less than six (6) 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)four (4)** 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. Nurses working .5 to .79 shall be granted health and welfare benefits as outlined in Article 18. 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 22 Section KL.

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 either three (3) weekend shifts or any four (4) shifts per schedule period, including one (1) of the recognized major holidays (New Year’s Day, Thanksgiving, Christmas Eve, and Christmas Day) pre-scheduled by the manager or designee by rotation each year. If a Per Diem nurse fails to perform the required minimum work over three (3) consecutive schedule periods, they may be terminated at the Medical Center’s discretion. Any exceptions to these requirements must be pre-approved by the manager/Vice President of Patient Care. If a Per Diem nurse is involuntarily cancelled, it shall satisfy the work requirements for that shift.

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

7. Clinical Coordinator/Charge Nurse – 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.

   a. If Clinical Coordinators/Charge Nurses are unable to complete their Coordinator/Charge duties, they will work with their manager or nursing supervisor towards an equitable solution.
b. All reasonable attempts will be made to assign a relief Clinical Coordinator/Charge Nurse when the Clinical Coordinator/Charge Nurse is absent.

8. **Resource Nurse** – An ONA bargaining unit nurse who has been assigned to work with nurse supervisors, charge nurses, physicians, and staff as a resource to address changes in patient conditions and complex clinical needs. Resource nurses may work variable shifts, may work in several departments during a work shift, or may be assigned to special projects.

**ARTICLE 4. NON DISCRIMINATION**

**Article 4.**

A. **4.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. **4.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, 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.

C. **4.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. 5.A. Hours of Work:

1. Shift: The basic shift shall consist of six (6), eight (8), ten (10), or twelve (12) hours, including rest breaks and exclusive of a meal period as outlined below in #3, 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, other than those listed above, e.g., other than ten (10) or twelve (12) hour shifts, may occur upon mutual agreement of the Medical Center, Association, and the affected nurse.

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

3. Rest Breaks and Meal Periods: The Medical Center and the nurses shall be responsible for working together to arrange suitable breaks and meal periods. One (1) rest break period of fifteen (15) minutes shall be allowed for every six (6) to four (4) hours worked. Two (2) rest break periods of fifteen (15) minutes, shall be allowed for every eight (8) hour shift. Three (3) rest breaks periods of fifteen (15) minutes, shall be allowed for each every ten (10) or twelve (12) hour shift. For nurses working only six (6) hours, the meal period must be started by the end of the fourth (4th) hour of work. For nurses working eight (8) hours, the meal period must be started by the end of the fifth (5th) hour of work. For ten nurses working ten (10) or twelve (12) hours, the meal period must be started by the end of the sixth (6th) hour of work. Nurses agree to communicate to the Charge Nurse, Clinical Coordinator or House Supervisor in a timely manner if they anticipate not being able to take a meal period. Nurses may combine two (2) consecutive rest breaks, if staffing permits, on longer ten (10) or twelve (12) hour 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.

2.  On-call and callback hours do not contribute to a nurse’s FTE.

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

4.  No pyramiding of premiums and straight pay for the same hours worked shall result in an hourly rate being paid at greater than the premium being offered including, but not limited to, holidays, incentives, and other premiums, time and one-half (1 ½).

a.  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 ½) 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 (1½) rate in more than one (1) 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.

a.  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 (12) 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. This exclusion does not include required call-back hours.

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 when they have worked more than forty (40) hours beyond their assigned in an identified work week, unless they have been assigned to an eight and eighty (8-80) pay rule. A nurse’s pay rule will be assigned based on the predominant shift length in their home unit, for surgical services by home unit.

C. 5.C Weekend Provision:

• 1. The Medical Center shall have as an objective the provision of every second (2nd) 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 regular straight-time base hourly rate (plus any applicable differential).

• (Agree to move to Article 22) If a nurse works a weekend shift beyond their regularly scheduled weekend, the nurse will be entitled to receive time and one-half (1 1/2) the nurse's hourly rate of pay plus a twenty (20) dollar premium for all hours worked on that weekend. The following situations will not trigger the weekend premium:

• 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;

• Educational workshop hours or PTO hours will not be counted under this paragraph.
b. 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). Moved to Article 22.L

3. Once a nurse has agreed to work extra weekend hours, the nurse is committed to working those hours and must use PTO if the nurse later calls in unable to work those hours. Exceptions to this rule will be considered on a case-by-case basis and will be at the sole discretion of the nurse’s manager.

D. 5.D 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 (1½) the nurse’s regular hourly rate. For night shift nurses, the shift will be deemed to occur on one (1) of such holidays if half (½) 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 regular full or part-time 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.KL

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

E. 5.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 of the 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 the shift has the responsibility to ensure Kronos is updated with the changes. A trade is not complete until all parties have agreed to the trade and the schedule has been reflected in Kronos.

The Medical Center will provide an opportunity for fifty percent (50%) of nurses employed on twelve (12) hour shifts to work on a three (3) week rotation. 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 his/her their straight-timebase 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 regularly scheduled number of hours of work for reporting when not put to work through no fault of their own. (In situations covered by the provisions of Article 21.JF – Call Back OT-MA, this section does not apply.) The provisions of this section shall not apply if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before their scheduled time to work. It shall be the responsibility of the nurse to update PeopleSoft with their current address and telephone number. Failure to do so shall free the Medical Center from notification requirements and the payment of the above minimum guarantee. If a nurse is dismissed and not notified before the start of the next shift that the nurse would have otherwise worked, the
nurse 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 two (2) hours prior to the start of their shift if they will not be needed to report to work. If sick calls are received after the two (2) hour limit, nurses who had been canceled from a regularly scheduled shift will be notified that work is now available and if they choose to come in they will be paid at one and one-half \(1\frac{1}{2}\) times their regular rate of pay for all hours worked.**

4. **Short Notice:** Nurses who are not on-call, but are called in to work on an unscheduled day with less than up to two-twelve (12) hours’ notice, shall be paid two (2) hours' pay in addition to time actually worked if they report to work at the agreed upon time—with two (2) hours of the time of the initial offer of the shift 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.

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 \(1\frac{1}{2}\) 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. For closed units, when sufficient notice is given by a nurse of an intent to take a block FMLA/OFLA leave, management will make a good faith effort to secure coverage for the leave period. If coverage is secured the unit quota will not be affected by the leave.**
Previously granted PTO days on closed units will not be rescinded if additional staff are off due to a protected leave.

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

F. 5.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, competencies and orientation to the physical environment to perform the work required.

In all cases nurses not represented by the GSRMC Association will be given first consideration to float. Management will document any exceptions. Floating Guidelines are to be determined by each department with input from the Unit Based Practice Committee. Reasonable attempts will be made to not float nurses near the last two (2) hours of their shift.
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 and the Executive Team.

**ARTICLE 6. PAID TIME OFF (PTO)**

A. 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 by employees according to departmental policy and guidelines. It may be used in increments of one (1) hour as it accrues. The Nurse shall be responsible for notifying the department scheduler of the number of PTO hours to be used in each pay period by the payroll exception process. If a regular 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 time off. Requested PTO may be rescinded by the nurse at any point prior to schedule publish date if sufficient PTO cannot be accrued to cover the requested absence. Once PTO is scheduled, the Medical Center may not rescind PTO unless sufficient PTO cannot be accrued by the time of the absence.

A nurse may request PTO up to three (3) weeks, but not more than twelve (12) months, prior to the date when the earliest schedule covering such time off is to be published. For departments not supported by the Staffing Office, PTO which would occur during the week containing Thanksgiving
and the pay periods containing Christmas and New Year’s will be arranged according to departmental policy and nurses will be notified no later than four (4) weeks prior to the publishing of the schedule which contains this time frame.

2. 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.

3. 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. 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. 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” self-scheduled in the electronic timekeeping system within six (6) schedule periods prior to the date of the swap.

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

6. When a nurse 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 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 a negotiation session. Night shift nurses shall not be required to work a shift immediately before or after a negotiation session. It is the responsibility of the nurse to request the shift(s) off by email for the purpose of negotiations.
   e. Two (2) shifts per calendar year of unpaid, pre-planned time off for personal reasons beyond those listed above; to be requested using the same the method as PTO planned time off.

8. Nurses 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. 6.D Accrual: PTO shall accrue from the most recent date of hire at SHS and may be used as accrued after ninety (90) days of employment. Nurses shall accrue PTO on the basis of hours compensated at straight-time base rates or above and on hours that are not worked and not paid due to mandatory absences, at the applicable rates set forth below.

Nurses with a most recent hire date at SHS on or before September 6, 2013.

Accrual Rate
<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Accrual Rates</th>
</tr>
</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</td>
<td>.1462 hours per compensable hour</td>
</tr>
<tr>
<td>thereafter</td>
<td></td>
</tr>
</tbody>
</table>

Nurses with a most recent hire date at SHS after September 6, 2013—Accrual Rate

<table>
<thead>
<tr>
<th>Months 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</td>
<td>.13461 hours per compensable hour</td>
</tr>
<tr>
<td>thereafter through 168th</td>
<td></td>
</tr>
<tr>
<td>169th and each month of service</td>
<td>.1462 hours per compensable hour</td>
</tr>
<tr>
<td>thereafter</td>
<td></td>
</tr>
</tbody>
</table>

Nurses currently earning PTO at the rates of .1462 hours per compensable hour will remain unchanged.

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. 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). 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.
6.E 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 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.

Article 7. LEAVE OF ABSENCE

ARTICLE 7.
7.A Family and Medical Leave 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 through the electronic timekeeping system on the Employer’s form within a minimum of thirty (30) days in at least fourteen (14) days in
advance of the desired leave or, in the case of illness or emergencies, as soon after the illness or emergency arises as is possible:

Has met the eligibility criteria to qualify for FMLA and/or OFLA. Criteria can be found on the HR bulletin board located on SHS regulatory bulletin board, on the Oregon 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 family and medical leave of absence, as defined above, shall not affect previous accumulated seniority or benefits. Seniority will continue to accumulate during such leave; 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. 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 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. Requests for a medical leave of absence outside of FMLA/OFLA shall be administered per the SHS Disability Accommodation Process – Americans with Disabilities Act policy.

Employees who are granted a leave of absence and who return within the specified time shall be returned to the assignment which they left. Should another nurse have pre-arranged to cover the vacancy created by the block leave, picked up those shifts, the covering nurse has the option to be cancelled or remain on the schedule if the manager determines there is a departmental need. If there is no need, the covering nurse may be cancelled. In order to return the nurse from leave to their assignment.
A nurse requesting an earlier return than originally specified, shall be returned to their former position within two (2) weeks of such request in writing.

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

7.B Personal Leave (PL)
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 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 nurse’s supervisor, manager, department head, Department VP, and the Director of Human Resources Senior HR Business Partner of the Medical Center. 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 outside of FMLA/OFLA shall be administered per the SHS Disability Accommodation Process—Americans with Disabilities Act policy.

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

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

7.C Bereavement Leave
A. 1. General. In the event of a death of an immediate family member of a full or part-time nurse, the nurse will be allowed up to 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). Time off due to bereavement in this section A7.C.1, shall not cause loss of premium pay, overtime pay, or holiday pay on other shifts that occur within that pay period.

A. 2. OFLA Bereavement Leave: Under OFLA an eligible employee may take up to two (2) weeks off to; attend the funeral or alternative to the funeral, make arrangements necessitated by the death of a family member, or grieve the death of a family member. Family member is defined as “spouse, parent, biological, adopted or foster child, parent-in-law, same-sex domestic partner, grandparent and grandchild.”

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

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

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

d. 4. OFLA bereavement leave must be completed within sixty (60) days of the date on which the nurse receives notice of the death of a family member.
7.D Worker’s Compensation
A nurse on worker’s compensation shall continue to accrue seniority for up to six (6) months from the date of injury.

7.E Jury Duty

1. Nurses may attend jury duty in accordance with their legal obligations to do so. Nurses will be granted a leave of absence for this purpose provided that they give SHS reasonable advance notice of their obligation to serve.

2. 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 purposes of computing overtime pay.
   
   a. 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) received by the nurse from other sources should be submitted to SHS Accounting.
   
   b. 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.
   
   c. 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.

3. C. 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 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. A night shift employee shall not be required to work a shift immediately before expected jury duty service. When employee receives a summons, the
nurse shall immediately notify their supervisor, so that arrangements can be made for work assignments.

7.F Court Witness
A nurse 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 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 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.

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

ARTICLE 8. EDUCATIONAL LEAVE (ARTICLE 8—INTENTIONALLY LEFT BLANK)

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) may approve applicants 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 pre-approved by management, 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; 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.

The PNCC will provide a report to the Medical Center VP of Patient Care Services on the use of the funds upon request. The report shall list total number of nurses utilizing the fund, nurses’ names, nurses’ home unit, programs being attended, the number of education days utilized, and the total dollar amount expended. PNCC paid processing time may not exceed sixteen (16) hours per month and may not drive overtime.

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 shift(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, subject to the operating efficiencies of the Medical Center and manager approval.

E. 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 immediately upon completion. Online CEUs done in conjunction with work time are not eligible for PNCC funds and must not create an overtime situation.

F. Education monies may be used for verifiable paid individual subscriptions to online providers of CEUs.
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, 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 workday 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 online (e.g., CE Direct) education to complete their full shift or a portion thereof.

ARTICLE 8. GSRMC CENTER FOR WOMEN AND FAMILIES CLOSED UNIT

(ADOPTED FROM LOA)

1. **8.A. Provisions:** This agreement will cover Registered Nurses from the Center for Women and Families (also referred to as LDRP) who work on the 4th floor, which includes the following specialties/patient types: Labor and Delivery, Special Care Nursery, Pediatrics, Mother-Baby (Postpartum), and female medical/surgical overflow care.

2. **8.B. Closed Unit:** The Center for Women and Families is a closed unit. All RN’s hired into the department are trained to care for Mother-Baby couplets and female medical/surgical patients. RN’s are additionally expected to train and work in a minimum of one (1) additional specialty area of the department: Labor and Delivery (including OR circulation and PACU for 4th floor surgeries), Special Care Nursery, or Pediatrics.

1. **Floating:** RN staff do not float out of the department to other hospital departments, with two exceptions:

   a1) an RN may be asked to be a second (2nd.) RN in the PACU after hours, and ___
1. Other Staff: RNs from another department will not float to the fourth (4th) floor unless they volunteer to do so. An exception is Surgical Services RN circulator coverage when an emergent need arises due to a sick call/absence and/or acuity of patients, or an OR Scrub trained staff member may float to OB to cover the OR for complex cases.

2. Call: All RNs employed in the department are required to take call.
   a. FTE RNs will pick up required number of call shifts in addition to their regularly scheduled shifts
   b. PRN RNs will pick up required number of call shifts in addition to their required minimum shifts per schedule period.
   c. Required call hours may vary dependent on the needs of the department. Call is calculated based on one-hundred twelve (112) call assignments per schedule period divided by the number of available RNs for the schedule period. When the division of the one-hundred twelve (112) call assignments among available RNs does not result in the same number of call shifts per RN, the individuals assigned to pick up the higher number of call shifts will rotate. For example, if five (5) RNs must pick up and additional (six) (6) 18 hours in order to cover all the call shifts, the five (5) RNs assigned will rotate each schedule period. Voluntarily picking up an additional call shift beyond the assigned number in a schedule period will move that RN to the bottom of the assigned rotation list.
   d. The call shifts will be posted via Electronic Scheduling program following the department Schedule of Schedules.
e. Staff will pick up call shifts, allowing RNs to be able to schedule their required call shifts around their scheduled work dates.
   i. Call shifts may be picked up to follow one another, or on different days/times to equal the required hours
   † ii. Staff may not pick up a call shift that potentially creates no rest overtime.

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

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

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

f.i. Call back hours worked on weekends from required call will not drive extra weekend premium.

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

a. All RNs will be scheduled to work holidays as outlined below. All assigned holiday shifts will be during the shift appropriate to the RN’s position (i.e., day, night, variable) **unless requested by staff member, or they voluntarily agree to switch.** Shifts that count for holiday assignments are those shifts that start at 0630/0700 and 1830/1900 on the calendar holiday date.
b. All RN Staff will be divided into three (3) different Holiday groups (A, B, C) determined by leadership, taking skill mix and experience into account. Periodic adjustments may need to occur to accommodate skill mix.

i. Groups will rotate between the following:

   1. Thanksgiving Day/Thanksgiving Night
   2. Christmas Eve Day/Christmas Eve Night and Christmas Day/Christmas Day Night
   3. Holidays Off

ii. No Required call on these days

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

Examples:

2023 Holidays
   - Group A – Thanksgiving
   - Group B – Christmas Eve & Day
   - Group C – Off

2024 Holidays
   - Group A – Christmas Eve & Day
   - Group B – Off
   - Group C – Thanksgiving

2025 Holidays
   - Group A – Off
   - Group B – Thanksgiving
   - Group C – Christmas Eve & Day

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

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

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

   i. Thanksgiving week no later than June 30 each year;
   ii. Christmas week no later than July 31 each year.

   d. RNs new to the unit will be assigned for their initial holiday group according to unit needs, and then will rotate accordingly.

1. ARTICLE 9. SENIORITY AND LAYOFF

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

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

B. 9.B. An employee shall lose all seniority rights for any one (1) or more of the following reasons:
1. Voluntary resignation, unless re-employed within six (6) months. If the employee is re-employed within six (6) months, time out of the bargaining unit shall be deducted out of their accrued seniority.

2. Discharge for just cause;

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

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

9.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 posted vacancy or new position shall apply electronically to the Medical Center within the above posting period. All current employee applicants who are applying for lateral transfer and meet the posted qualifications shall be afforded an interview with up to two (2) people designated by the manager. 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

A. 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 more qualified for the position based upon relevant:

1. Certifications

2. Educational or workshop credits

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

E. 9.E Qualified senior nurses who apply shall be given preference for vacancies involving advancement, provided the specialty certification(s), skills and abilities of the nurses 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. When the Medical Center gives preference to an external/junior applicant, the Medical Center shall first give all internal qualified applying nurses the opportunity for an interview, and shall advise all applicants of their decision in writing.

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

9.G 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 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 the GSRMC Association.
2. Voluntary Absence (VA) — A nurse 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 VAs will be granted prior to partial VAs and only before the shift begins. Partial shift VAs include any hours after the start of the shift, based on patient needs as determined by the Medical Center, and will not be awarded before the start of the shift. All VAs will be awarded based on Kronos time and date stamp. When receiving notification of a VA, a nurse may request to be informed if there is a nurse with the same skill who is not represented by the GSRMC Association working. The first VA per 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 VAs.

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 stand-by status for a total of four (4) hours will go to the bottom of the list. Per diems will be included in a rotation list for purposes of cancellation, described below.

4. Stand-by Status — In lieu of being cancelled, the Medical Center may offer the nurse to be placed on stand-by for the first four (4) hours of their shift. The nurse will remain available to work and will be compensated at a rate of ten ($10.00) dollars per hour. If a need arises at any time during that four (4) hour period, the nurse will report to work at the original shift’s rate of pay for the remainder of the scheduled shift while also receiving the ten ($10.00) dollars per hour for four (4) hours of stand-by 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 (1) 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
d. Holiday double time
e. Shifts above assigned FTE that are paid at a premium rate.
f. Overtime situations
g. Regular staff from a regularly scheduled shift paid at a premium rate
h. Per Diem staff
i. Shifts above assigned FTE that are paid at the regular rate, provided, however, that the nurse is responsible for informing the supervisor that he or she is working at a regular rate if the nurse is assigned a mandatory absence
j. Regular staff from a regularly scheduled shift at a regular rate of pay on a rotational basis.

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

3. Only stand-by 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 Base...
Rate or Premium Pay) will move a nurse to the bottom of the MA list. Charge Nurses/Clinical Coordinators will be included in the MA list.

4. Surgical Services, Ambulatory Infusion, 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. Management agrees that, in the event of fifty (50) or more Association 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.

9.H 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 (2) 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.

9.1 REORGANIZATION/RESTRUCTURE:

1. 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:

   a. The Medical Center will give the Association and affected nurses twenty-one (21) days’ notice.

   b. The Association may request a meeting within five (5) days of such notification with the Medical Center to discuss the need for the reorganization, process and timeline.
1. Nurses will be given a current department seniority list.

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

3. (d) 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.

4. (e) Per Diem nurses may not bid for open positions, nor may they displace any other nurse during this process, regardless of their seniority.

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

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

9. (J) 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. 10.A The Medical Center shall have the right to hire, promote and transfer nurses except as specifically limited by this Agreement. The Medical Center shall have the right to discipline, suspend or discharge nurses for proper cause.

B. 10.B Nurses shall have the right to a representative to accompany them to any meeting with managers which they believe may result in disciplinary action. Nurses shall receive copies of any material of an evaluative or disciplinary nature to be placed in the supervisory or personnel files and shall have the opportunity to attach a response to it. Verbal and written corrective actions shall not be considered in future progressive discipline after a period of five (5) years 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. 10.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. 10.D 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. 10.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. 10.F  A regular nurse who feels they have been suspended, disciplined or discharged without proper cause may present a grievance for consideration under the grievance procedure.

ARTICLE 11. PROFESSIONAL NURSING CARE COMMITTEE - EDUCATION PROCESS

A. 11.A  Recognition - A Professional Nursing Care Committee shall exist at the Medical Center.

B. 11.B  Responsibility - The Medical Center recognizes the responsibility of the committee to recommend distribution of education funds related to the practice of nursing. Issues or recommendations regarding patient care will be managed through the appropriate committees (e.g. Staffing Committee, Unit Practice Committee, Housewide Practice Committee and Labor Management Cooperation Committee). 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. 11.C  Objectives - The objectives of the Committee shall be:

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

2. To work constructively for the improvement of patient care and nursing practice. Facilitate educational opportunities and process continuing education requests and fund distribution in a timely and equitable manner.

3. To recommend to the Medical Center ways and means to improve patient care.

4. To be responsible for timely and equitable distribution of continuing education funds and maintenance of records in the Educational Process as outlined in G.
54. To exclude from any discussion contract grievances or any matters involving the interpretation of the contract.

D. 11.D Composition - The Committee shall be composed of seven (7)six (6) registered nurses from different units employed at the Medical Center and covered by this Agreement and two (2) management representatives or designees appointed by the Medical Center. Two (2) alternate nurses may be appointed to the committee to attend when one or more of the seven-designated nurses is unavailable. The nurse Committee members shall be elected annually by rotation and in accordance with the PNCC bylaws/charter. The PNCC elections shall be conducted by the ONA Executive Committee and/or ONA. In the event there are only six (6) nominees, an election will not be held and the nurses shall be appointed. In the event of a midterm vacancy the member shall be appointed or selected by the Chair of the PNCC with the majority vote of the PNCC committee. The nurse committee members shall be or selected by the registered nurse staff at the Medical Center and shall be representative of clinical areas and shifts.

E. 11.E Frequency of Meetings - The Committee shall schedule regular meetings no less than quarterly. More frequent meetings can be called for time-sensitive issues that arise. Nurses and management will make reasonable efforts to relieve the nurses of their duties in order to attend scheduled meetings. Each Committee member shall be entitled to up to three (3) paid hours per month at the nurse’s regular straight time base 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 at least one (1) week prior to the meeting and keep minutes of all meetings. Copies of which Meeting minutes shall be provided to the Bargaining Unit Leadership Executive Team Chair, and emailed directly to the Vice President of Patient Care Services within one (1) week of each meeting. The PNCC agenda and minutes shall be posted on the SHS intranet.
11.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.

11.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.

Educational Leave Hours and Funding Process

1. In the interest of improving the practice of nursing, paid educational leave shall be granted for educational opportunities as outlined below:

   a. Paid education hours must be approved by the manager and Staffing Office prior to submission to PNCC.

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

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

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

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

B2. Each year beginning January 1, the Medical Center shall provide $75,000 for approved registration and expense reimbursement. 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. The Medical Center agrees to consider approving requests for additional funds above the allotted annual amount for educational purposes on an individual basis. Funding priorities are first (1st) CEUs, then recertification, and finally other education related expenses. Medical Center required classes shall not be deducted from a nurse’s paid educational leave.

3. The PNCC will provide a report to the Medical Center VP of Patient Care Services on the use of the funds monthly, no later than the 15th of the following month upon request. The report shall list total number of nurses utilizing the fund, nurses’ names, nurses’ home unit, programs being attended, the number of education days utilized, and the total dollar amount expended. PNCC paid processing time may not exceed sixteen (16) hours per month and may not drive overtime. The Medical Center will continue to work with PNCC to improve access to educational leave/funds forms by creating a streamlined process.

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.

C4. 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 (2) full shifts per schedule period on their home unit for another nurse to attend mandatory education. This must occur prior to the posting of the schedule and credit will be granted towards their required shift(s). 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. Online CEUs completed on a contractual holiday will not be approved. Mandatory education that is required by the Medical Center will not be deducted from the nurse’s paid
education leave. Online CEUs completed during a shift are not eligible for PNCC educational leave/funds and must not create an overtime situation.

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, subject to the operating efficiencies of the Medical Center and manager approval.

E5. Nurses may use paid educational leave for PNCC-approved online learning. One (1) documented CEU earned shall correspond to one (1) hour of paid educational leave. CEUs shall be approved by the manager prior to completion and submitted to the PNCC for verification of available hours. CEUs shall be submitted to the PNCC for approval of PNCC funds immediately upon completion. Online CEUs done in conjunction with work time are not eligible for PNCC funds and must not create an overtime situation.

F6. Education monies may be used for verifiable paid individual subscriptions to online providers of CEUs, including membership to specialty nurse organizations that provide related CEUs that are pertinent to the current area of practice. If funds remain after October 1st, nurses may submit for reimbursement of recertification fees pertinent to their current area of practice. If funds remain after November 1st, nurses may submit for reimbursement of other education related expenses.

G7. 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, 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 online (e.g. CE Direct) education to complete their full shift or a portion thereof. For cancelled mandatory education classes see Article 14.G

11.H 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, subject to the operating efficiencies of the Medical Center and manager approval.

ARTICLE 12. PARTICIPATION IN COMMITTEES

A. 12.A The Medical Center will appoint at least one (1) nurse, selected by mutual agreement between the Association Executive Committee and the Medical Center, to the following Medical Center committees:

1. Medical Center Safety Committee
2. Emergency Preparedness Committee
3. Infection Control
4. Critical Care Committee
5. Ethics Committee

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

B. 12.B 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.

**C. 12.C** The function of the nurse attending the committee meetings described in paragraph 12.A 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 care.

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

**D. 12.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.

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**ARTICLE 13. LABOR MANAGEMENT COOPERATION COMMITTEE**

**A. 13.A** The Medical Center and Association will participate in a joint Labor Management Cooperation Committee ("LMCC"). The goal and purpose of the LMCC shall be to foster a more positive and collaborative relationship between the parties by discussing problems, concerns, and ideas. The LMCC is not a substitute for the grievance procedure or contract negotiations, however, the LMCC can contribute to making both more effective forums for constructive resolution of concerns leading to fewer grievances, more expeditious contract negotiations and the ability to resolve issues which arise during the term of the collective bargaining agreement based on mutual respect and the acknowledgment of each party’s legitimate organizational interests.
B. 13.B. The LMCC shall be composed of ten (10) members, five (5) from the Association, and five (5) from the Medical Center who, by virtue of their positions within their respective organizations possess the authority to make decisions on behalf of their constituents. The Association members shall be the ONA Labor Representative and four (4) nurses elected or selected from by the Bargaining Unit Leadership Executive Committee, preferably having had contract negotiation experience. The Chair of the Executive Committee shall be appointed as the Nurse Chair of the LMCC. All members shall be compensated for time spent in LMCC meetings or working on bona fide LMCC projects.

C. 13.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. Both parties agree they may cancel a meeting if agenda items are not presented one (1) week in advance. Meetings may be canceled and/or rescheduled by mutual agreement.

4. Subject matter should be related to the contract with the goal to resolve concerns at both the department and/or hospital-wide levels. Subject matter experts may be invited as needed, to address agenda topics.

5. 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. 14.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. 14.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. 14.C The Medical Center shall maintain a continuing in-service education program. The Medical Center shall provide a minimum of eight (8) weeks advance notice of the programs when feasible. The exception is continuing education programs designed to address information of an urgent or time sensitive nature. The Medical Center shall seek to schedule the programs on different days of the week during a year.

D. 14.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. 14.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 (2)-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 (1) unit to a regular assignment on another unit shall be expected to carry a full patient load as soon as possible, but no later than one (1) week after the transfer, this period may be extended on units with specialty skill requirements.
F. 14.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 Association 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. 14.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. If the Medical Center makes any changes to the mandatory class, reasonable effort will be made to notify the nurse by phone or text. The nurse is required to meet their FTE through one (1) of the following options:

- Contact the Staffing Office to be placed back on the schedule, or
- Use PTO equal to the class, or
- Report to any SHS site on same day to complete additional mandatory education, or
- Take the day unpaid as an MA.

H. 14.H. Staff meetings will be posted at least two (2) weeks in advance. Nurses will have up to ten (10) days prior to the meeting to notify their manager of their intent to attend. Units with more than one (1) shift should have more than one (1) meeting to accommodate participation by RNs on different shifts.

I. 14.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. 14.J. At least one (1) additional nurse per unit will be granted an educational day, above the master list for vacation requests, provided core unit staffing has
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 their Assistant Department Manager (ADM) within fourteen (14) days of the time when the employee should reasonably have known of the occurrence on which the grievance is based, but in any event within forty-five (45) days following the occurrence of the matter being grieved. The ADM will discuss the matter with the nurse.
2. Step Two: If a satisfactory agreement is not reached within fourteen (14) days of the discussion at Step One, the employee shall have fourteen (14) additional days to reduce the grievance to writing and submit it to the Department Manager, (unless the Department Manager heard the grievance at Step One, in which case the nurse should proceed to Step Three).

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

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

3. Step Three: If the grievant is not satisfied with the Department Manager's response or has not received a response within the timeframes set forth above, the employee shall have fourteen (14) additional days to reduce the grievance to writing and submit it to the Vice President of Patient Care Services who shall endeavor to settle the complaint. At this step, the employee may seek the assistance of the Association in presenting their 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 Services 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 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.

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

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

ARTICLE 17. RETIREMENT PLAN

A.—17.A Samaritan Health Services Retirement Plan ("401a")
Nurses will participate in accordance with the terms of the Samaritan Health Services Retirement Plan ("401a") which will include a contribution by the Medical Center of four (4%) of eligible compensation.
B. 17.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. 17.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. 17.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. 18.A Each full-time and part-time nurse who is regularly scheduled to work at least twenty (20) hours per week may participate in one of the Medical Center’s health and welfare plans, in accordance with their terms, as selected by the employee. The plans shall provide medical, dental, employee and dependent life, accidental death and dismemberment, long-term disability 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 bi-annual basis in order to remain eligible for benefits. Participating nurses who do not maintain the forty (40) hour per pay period average shall be notified no less than thirty (30) days prior to loss of benefits.

18.B Premium Rate Determination. The employee’s contribution rate will be the same as the rest of the majority of the Medical Center’s employees, provided, however, that the Health and Welfare Plan will not increase more than ten-eight percent (10.8%) from the previous year’s contribution.

18.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.

18.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.

18.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.

ARTICLE 21. SURGICAL SERVICES PROVISIONS

A. 21.A. The Surgical Services department shall be comprised of the following units: Main Operating Room (OR), Post Anesthesia Care Unit (PACU), Cardiac Cath Lab, Cardiac Cath Lab Recovery, Pre-op Clinic, Short Stay (Ambulatory Surgery), and the Ambulatory Surgery Center (ASB).

1. A nurse’s home unit is the unit a nurse is hired into.
21.B Floating

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

a. Nurses floating within Surgical Services, outside of their designated home unit at the request of the Medical Center and take a patient care assignment (excluding helping hands) will receive float differential (as listed in Article 22);

b. The nurse must complete a labor level transfer at the clock to receive this differential; no exceptions will be granted;

c. Nurses will be floated in accordance with Surgical Services floating guidelines.

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

Any nurse being floated from their home unit will be oriented to the new unit’s physical environment.

21.C

B. On-Call

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

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

a. Pre-Op Clinic;

b. Per Diem;

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

d. Ambulatory Surgery Center (ASB)

e. Cardiac Cath Lab Recovery

Cardiac Cath Lab Recovery, and the Ambulatory Surgery Center,

However, Cardiac Cath Lab Recovery, Ambulatory Surgery Center Pre-Op clinic, and night shift nurses in the Main OR and PACU, and Per Diem, except PACU, and Per Diem nurses shall not be required to be scheduled for on call but

However, they may volunteer to be scheduled for on-call.
Late case coverage for Cardiac Cath Lab Recovery and Ambulatory Surgery Center (ASB) as addressed below in Article 21.D.3 and 21.D.6.5

3. Peri-anesthesia per diem nurses not excluded in C.2 are required to take one (1) on-call period during the 4 week schedule period.

4. Main OR per diem nurses are not required to take call, but will work one (1) evening or weekend shift of their four (4) required shifts per schedule period.

135. 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. (was C.1)

246. 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. (was C.2)

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

68. Surgical Services Orphan Call
   a. 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-triple the on-call rate per on-call hour to run concurrently with call-back pay.

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

D—21.D Surgical Services On-Call
1. Main OR and Cardiac Cath Lab nurses share the number of required call hours for their respective departments teams (e.g. General Call, Cardiac Team, Neuro Team, etc.) proportionate to their FTE.

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

   a.

   b. 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 unit(s). However, in situations where a voluntary trade could result in additional overtime liability, management and the Staffing Office will be notified via email approval will be obtained. If the manager has a concern about the trade, they will follow up with the nurse.

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

   d. Call will be paid according to the tiered call LOU (Appendix 2C)

2. Short Stay (Ambulatory Surgery) and PACU and Cardiac Cath Lab nurses shall pick up call voluntarily per the schedule of schedules. Nurses who do not voluntarily pick up their equal hours of call per the schedule of schedules, will have it assigned by the Staffing Office and will be notified of their call assignments, equally divide the number of call hours available for their home units.

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

   b. Volunteers may arrange additional on-call hours or trades with co-workers from their unit in accordance with Medical Center policy, provided it does not set up additional overtime liability for the units. However, in situations where a voluntary trade could result in additional overtime liability:
management and the Staffing Office will be notified via email. Approval will be obtained. If the manager has a concern about the trade, they will follow up with the nurse.

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

d. Call will be paid according to the tiered call LOU (Appendix 2C).

3. Ambulatory Surgery Center OR (ASB) and Cath Lab Recovery - Late Case Coverage

a. Applicable perioperative scheduling policies will be followed.

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

c. For rare occurrences of surgical cases extending past scheduled block time related to medical emergencies, ASB OR and Cardiac Cath Lab Recovery nurses will volunteer to stay late. Under current case-scheduling guidelines, if a case extends beyond 2030 for ASB or 2130 for Cardiac Cath Lab Recovery, the House Supervisor may be contacted to facilitate patient care coverage options, if needed. If service expansion occurs and the Medical Center adds FTEs if late case coverage needs to may be adjusted accordingly, the Medical Center will and discussed with the Union.

d. For hour one (1) the nurse will be paid in accordance with the nurse’s work rule. Any additional hours will be paid at one and one-half (1 ½) times their base rate of pay plus ten dollars ($10.00) per hour. This rate of pay applies to any nurse who agrees to stay late past their shift to cover these hours at the ASB.

e. Ambulatory Surgery Center (ASB) is closed on recognized holidays and does not take mandatory call. Nurses may volunteer to take call.

4. Cardiac Cath Lab nurses share the number of required call hours for their team.
a. The total number of required call hours may vary according to the number of nurses available to take call.
b. Volunteers may arrange additional on-call hours or trades with co-workers from their unit in accordance with Medical Center policy. However, in situations where a voluntary trade could result in additional overtime liability; management will be notified via email. If the manager has a concern about the trade, they will follow up with the nurse.
c. Voluntary additional call hours, if any, shall not be considered part of the equal division.
d. Call will be paid according to the tiered call LOU (Appendix 2C)

5. Cath Lab Recovery Late Case Coverage
   a. Cath Lab Recovery nurses do not take required call. Nurses can volunteer to stay late to cover late cases. If they are not able to, late cases are covered by Short Stay, PACU, or recovered on the floors (as resources are available).

6. ASB (Pre-Post) Late Case Coverage:
   a. Pre-Post nurses do not take required call. Nurses can volunteer to stay late to cover late cases. If they are not able to, late cases are covered by Short Stay or PACU.

7. 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. (was H)

8. 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 shall be completed and submitted to the manager/staffing coordinator when this occurs. (was I)

9. A nurse who is called back to work while on-call shall check with one (1) of the following people in charge: Department Manager, Assistant Department
21.E. No Rest OT
1. A nurse who has worked any combination of hours including call-back or scheduled hours, such that the nurse has not received ten (10) consecutive hours off may:
   a. Self-cancel and not work the next regularly scheduled shift before that shift begins in accordance with the established call off process in Article 5. The nurse may request not to use PTO; or
   b. Request to be excused from the beginning of the next regularly scheduled shift to rest and then report to work later, with management approval, if the hospital has a need. If the request is granted, when the nurse returns to the shift, the nurse will be paid No Rest OT, if applicable; or
   c. Choose to work the shift and be paid one and one-half times \(1\frac{1}{2}\) the nurse’s base hourly rate of pay.

   All subsequent hours will be paid at no rest overtime until the nurse has had ten (10) hours of rest.

2. In the event of a reduction in force in that unit and shift, a nurse working under ‘c’ above will be cut in accordance with Article 9 Cut Order or given the option to go straight time for the remainder of the shift to maintain their FTE.

21.F Call-Back MA: If the nurse works between 11 pm to 7 am callback and the nurse is assigned an MA and does not complete their regularly scheduled shift, the nurse will be paid half \(\frac{1}{2}\) the nurse’s hourly base rate per hour for the remaining hours of the nurse’s regularly scheduled shift. This pay provision will override Article 5.E.2. \(\textit{was } L\)

21.G Holidays
An ongoing rotational holiday \textit{call-coverage} schedule will be established in writing by each individual unit within Surgical Services. Compensation for holiday hours are located in Article 5.D.2D Holidays and Article 22.L.25 Extra Holidays.
1. The unit will have an opportunity to review and provide input on the holiday rotation schedule, including per diem nurses.

**ARTICLE 22. COMPENSATION**

**A. 22.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 3035-years-of-service step.

1. The wage rate increases between each year-of-service step will be three percent (3%).

21. 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.

Between Steps 31-35, 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.

2. | Steps 1 – 7, 9, 11, 13, 15, 20, and 25, and 30 | 3% |
| Steps 26 - 30 | 0.6% |
| Steps 31 – 35 | 0.3% |
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 or related experience in a non-acute care setting, at the discretion of the Medical Center (ex: RN at a stand-alone surgical center). If the nurse has ten (10) months or more of applicable experience, as outlined above, it will count as one (1) year, for example: two (2) years and ten (10) months shall count as three (3) years’ experience. Other RN experience will be credited as one (1) year of credit for every two (2) years of experience. New hires will be placed at the wage step corresponding to the years of prior experience.

4. Once a nurse is placed on the Medical Center 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 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. Nurses will be eligible to move to Step 30 after sixty (60) months of service with the Medical Center on Step 25.

**B. 22.B WAGES**

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

The following wage rates will apply to nurses:

If, ratified by December 9, 2022, retro pay will be paid to July 4, 2022.

The first full pay period following ratification – Five and three-quarters percent (5.75%)

Effective Date – July 1, 2023 – Five percent (5%) increase across the board.

Effective Date – July 1, 2024 – Three and three-quarters percent (3.75%) increase across the board.

[Wage Scale chart to be inserted here after across-the-board increases are determined.]
## Good Samaritan Regional Medical Center
### ONA Wage Table - Effective July 1, 2019 through June 30, 2022

<table>
<thead>
<tr>
<th>Yrs Experience</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
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<tr>
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### ONA Wage Table - Effective July 1, 2022 through June 30, 2025

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<td>$68.70</td>
<td>$70.63</td>
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</tbody>
</table>

### Additional Table Details

- **ONASec:** 65
C. 22.C INCENTIVE COMPENSATION

Nurses will be able to receive one (1) 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 a nationally recognized nursing certification applicable to their current position. The differential will commence the first (1st) day of the pay period following the date that written evidence of the passing test score is received by the Medical Center HR office. A copy of the certification must be submitted to the Medical Center 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.

3. BSN/MSN Differential: A two and one-half three percent (2.53%) differential will be added to the base hourly wage for those nurses who have a BSN degree. A three and a half four percent (3.54%) differential will be added to the base hourly wage for those nurses who have an MSN degree. Nurses will be eligible for only one (1) advanced degree differential. BSN/MSN diploma or transcripts must be received in the Medical Center HR office for differential to begin. Differential will begin the first (1st) day of the first (1st) pay period following receipt by the Medical Center HR office.
4. **Float Differential**: Nurses who float outside of their designated department, at the request of the Medical Center, and take a patient care assignment (excluding helping hands), will receive an additional $2.00 per hour for hours spent floating. The nurse must complete a labor level transfer at the clock to receive this differential; no exceptions will be granted. Individual departments may create a list of volunteers interested in floating. Once skill mix has been addressed, these nurses will float in accordance with department floating guidelines. (For floating differential, Surgical Services nurses should refer to Article 21.B)

D. 22.D **SHIFT AND SHIFT PREMIUM DIFFERENTIALS**

Effective the first (1st) 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: This differential will apply to consecutive years of service on night shift at the Medical Center as follows: A nurse shall receive twelve and one-half percent (12.5%) of applicable pay if a nurse works less than four for the first twelve (12) consecutive months years on night shift at Medical Center.

A nurse shall receive fifteen percent (15%) of applicable pay if the nurse works more than four at month thirteen (13) through month sixty (60), 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 at month sixty-one (61) through month one hundred eight (108) 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 at month one hundred nine (109) and beyond if the nurse works at least ten (10) consecutive years or more on night shift at Medical Center.
If a nurse leaves night shift, then later transfers back to night shift within three six (3.6) schedule periods, they will be returned at their previous night shift differential rate. A nurse may exercise this option one (1) time.

Weekends: 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.

E. 22.E The following positions will receive additional pay as outlined: CLINICAL COORDINATORS/CHARGE NURSE and RESOURCE NURSE

1. Clinical Coordinators/Charge Nurse:
   Three dollars ($3.00) per hour above the nurse’s regular rate of pay.
   First pay period following ratification this rate will increase to three dollars and twenty-five cents ($3.25) above the nurse’s regular rate of pay.
   Effective July 1, 2023, this rate will increase to three dollars and fifty cents ($3.50) above the nurse’s regular rate of pay.

2. Resource Nurse:
   B. Two dollars and fifty cents ($2.50) per hour above the nurse’s regular rate of pay.

F. 22.F 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. 22.G On-call: On-call hours shall be paid at the contractual call rate (CCR) of five dollars and twenty-five cents ($5.25) for each on-call hour with seven dollars ($7.00) per hour for hours scheduled on-call on recognized holidays. If a nurse is called back to work from on-call, the nurse will receive on-call pay and time
and one half (1½) their regular rate of pay plus shift and weekend differential, if applicable. 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 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 five dollars and seventy-five cents ($5.75) per hour differential in addition to their regular shift rate in lieu of any fringe or side 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.

K. Preceptors: The Medical Center shall provide a special educational day ongoing education to enhance teaching and learning skills, in a collaborative effort with the Health Education Learning and Development Department for preceptors. To be eligible as preceptor, a nurse must attend, with management approval, the training offered herein on an annual basis. The nurse will be initially eligible for the preceptor differential set forth in paragraph 22.C.1 above upon completion of the following:

(a) the initial training;
(b) eighty (80) hours of precepting; and
(c) satisfactory evaluation by the nurse’s manager.

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

K. 22.K EXTRA HOURS PREMIUM:

1. Full-time nurses will be paid at one and one-half (1 1/2) times their regular
straight-timebase 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-timebase rate of
pay for hours worked above the 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 work week,
other than such shifts that were not worked because of a low census day,
because of a previously approved block period of leave (accompanied by
physician documentation 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 with which the nurse is committed to those
hours. If a nurse calls in unable to work their regularly scheduled hours
during a pay-period work week 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. Exceptions to this rule-PTO requirement will be
considered on a case-by-case basis and will be at the sole discretion of
the nurse manager.
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 (2) such premiums.

1. The Medical Center will make every reasonable attempt to post all extra shifts available for Per Diem nurses to pick up. If extra shifts remain after the Medical Center has attempted to fill the schedule with Per Diem nurses, the Medical Center will post the extra shifts electronically. The nurses who hold an FTE in the relevant unit will be permitted to sign up for extra shifts for the first 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.

4. Per Diem nurses are not eligible for the extra hours premium.

22.L Extra Holidays

1. Full and part-time 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. Per diem nurses who have met their contractual requirements are eligible for this provision.

2. A nurse that is called back from being on-call on Thanksgiving, Christmas Eve, or Christmas Day, or New Year’s Day will be paid two (2) times the straight time base rate of pay. Per diem nurses who have met their contractual requirements are eligible for this provision.

M6. 22.M Extra Weekends Premium (*Note: moved from Article 5.C.3)*

If a nurse works a weekend shift beyond their regularly scheduled weekend, the
nurse will be entitled to receive time and one-half (1½) the nurse's hourly rate of pay plus a twenty ($20) dollar premium for all hours worked on that weekend.

The following situations will not trigger the weekend premium:

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;

b. Nurses who do not have a regular scheduled shift are not required to work a weekend shift;

c. Educational workshop hours or PTO hours will not be counted under this paragraph.

d. Nurses who have not worked all of their scheduled shifts within the pay period-work week (unless they were on SHS paid bereavement leave, involuntarily cancelled, given an RVA or because they had previously scheduled PTO prior to the schedule being published).

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

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.

OREGON NURSES ASSOCIATION

Corrine Howard
Christine Olsen
LDRP Med/Surg

Clayton Doyal, RN, Main OR
Christina Carmichael
Clair Barnett, RN, ICU
CCU Emergency

Jacqueline Dillon
Betsy Stanley, RN, PCU LDRP

Stacey N Hardin
Laura Sinkbel
Sinkbell, RN, Emergency
Oncology Telemetry

Pamela Gordon, RN, IV Therapy

Jesse Hazleton
Bessie Van Leuven, RN, PACU Main OR

Christina Terkildsen
Terrel Ratchford, RN, Emergency Med Surg

Tizoc Arenas,
Labor Relations Representative

Courtney Nieble
Labor Relations Representative

GOOD SAMARITAN REGIONAL MED CTR

Becky Pape
Laura Hennum, CEO GSRMC

Scott Russell, Labor Relations Dir
Employee Relations

Timothy Eixenberger, VP Pt Care Srv

Christina Gaulin
Sharilyn Cano, Sr. HR
Director Business Partner

Janell Anderson
Paula Stahl, Nurse Manager

Heidi White, Assistant Nurse Manager

Kristie Lawrence
Jill Dealy – Assistant Nurse Mgr, Periop Svcs

Bobbie O’Connell – AVP, Patient Care Svcs

Jeanne Seelye, Mgr Emergency Svcs

Roxann Stevenson, Mgr Centralized Staffing

APPENDIX A: REFERENCES
1. Policies regarding discrimination can be found on the Policies and Procedures page of the SHS Insider. These polices include:
   - Harassment Free Workplace
   - Employee Standards of Behavior
   - Samaritan Code of Conduct and Business Ethics
   - Equal Employment Opportunity

2. Resources Include:
   - Human Resources – 541-768-50724748
   - 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.
APPENDIX B: LETTER OF AGREEMENT – PART TIME POSITIONS

5.1. The Medical Center agrees that during this 2022 – 2025 collective bargaining agreement, the terms of this Letter of Agreement will be maintained. 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.

6.2. The evaluation criteria are:

7.3. 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)

8.4. Final approval by management

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

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

11.7. 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 five percent (5%) of positions in the applicable departments are 0.79 or less. Beyond the five percent (5%) in order to maintain optimal staffing and quality patient care; employees awarded and moving into a 0.79 or less position will be transitioned as positions are backfilled until the minimum percentage is reached unless the option for 0.79 or less positions is declined by the RN’s in that department. The goal will be to 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.
APPENDIX C: 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 exceed forty-eight (48) hours per person, per schedule 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.
APPENDIX C: LETTER OF UNDERSTANDING-
SURGICAL SERVICES DEPARTMENT TIERED CALL

First (1st) Pay Period Following Ratification through June 30, 2025

Good Samaritan Regional Medical Center (Management) and Oregon Nurses Association (Union) agree to an on-call compensation structure with the units of the Surgical Services department as outlined below:

Explanation of Tiered Call:

Any hours of call, holiday call, orphan call or orphan holiday call will be paid according to Article 22.G. from the Kronos timecard.

All call hours of any type will be paid according to the appropriate tiers. The tier 1 is the base of expected call hours per the position at full staffing levels.

Below example based on Main OR tiers, each unit would be paid according to their tier structure:

A staff member has 45 hours of regular call + 15 hours of holiday call + 10 hours of orphan call.

These hours will be paid per Kronos as follows:

- 45 hours regular call x $5.25/hr Regular Contractual Call Rate (CCR) = $236.25
- 15 hours holiday call x $7.00/hr Holiday Contractual Call Rate = $105.00
- 10 hours orphan call at triple call rate $15.75/hr Orphan Contractual Call Rate = $157.50
- Total call pay = $498.75

The tiered call bonus will be determined separately based on the total call hours of 70 (32 + 23 + 15).
• Tier 1: 1-32 hours (base hours) = Applicable call rate already paid above; no additional bonus

• Tier 2: 33-55 hours (23 hours) = Applicable call rate already paid above; 23 hr x $5.25/hr (CCR) = $120.75 on-call bonus

• Tier 3: 56+ hours (15 hours) = Applicable call rate already paid above; 15 hr x $10.50/hr (double CCR) = $157.50 on-call bonus

• Total tiered on-call bonus = $278.25

For 70 hours of call listed above the nurse would receive a total of $777.00 call pay.

A. Main OR

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

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

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

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

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

   • These percentages may vary based on length of call hour periods.

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

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

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

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

2. Tiered Call Pay:

• **a.** Staff will be compensated for call on a tiered system based on the number
of additionally required on-call hours over the base per schedule period for
all RNs excluding the CV surgery team. This system will only apply to
additional required hours over the base hours. Required hours may be
self-scheduled or assigned. Required hours may vary between staff
based on length of call hour periods. Even trades are included in tiered
call pay. Even trades must be within the same pay period and may vary up
to 2 hours. Hours voluntarily self-scheduled above the required hours or
uneven trades will be exempt from the tiered on-call pay.

• **b.** Main OR RNs excluding Neuro and CV Surgery:
  
  • Tier 1: 1-32 hours on-call (base hours) = **Applicable** Call Rate
    already paid – No tier bonus
  
  • Tier 2: 33-55 hours on-call (additional required hours) = *(Applicable
    Call Rate already paid)*. Additional $5.25 (CCR) per hour tier
    bonus
  
  • Tier 3: 56+ hours on-call (additional required hours) = *(Applicable
    Call Rate already paid)* Additional $10.50 (double CCR) per hour
tier bonus

• **c.** Neuro RNs:
• Tier 1: 1-59 hours on-call (base hours) = Applicable Call Rate already paid – No tier bonus
• Tier 2: 60-99 hours on-call (additional required hours) = (Applicable Call Rate already paid) Additional $5.25 (CCR) per hour tier bonus
• Tier 3: 100+ hours on-call (additional required hours) = (Applicable Call Rate already paid) Additional $10.50 (double CCR) per hour tier bonus

3. Other Shift Coverage:

Planned and unplanned absences will be staffed by the Main OR Team. In the event of an unplanned absence on evening, night shift or a holiday, all attempts will be made to fill the shift. If the shift remains unfilled, at management’s discretion, general call will be offered for that shift. If no volunteer is found, the call will be converted to orphan call and staff will be assigned the orphan call based on the rotational list per contract language.

4. Sign on Bonuses:
   • a. Sign on bonuses of five thousand dollars ($5,000) for external applicants with OR experience in order to attract qualified staff to GSRMC.
   b. Up to ten thousand dollars ($10,000) will be offered to help offset relocation costs for qualified OR applicants.

B. Post-Anesthesia Care Unit (PACU)

• 1. Staff must sign up for call according to the Schedule of Schedules or it will be mandatorily assigned to members of the PACU team.
   • a. Day 1 – The Staffing Office closes the 28-day schedule period one (1) week prior to schedule posting and opens the next 28-day scheduled period (which includes the call sign up period) going six (6) months out.
   • b. Day 2 – The Staffing Office determines the number of posted call shifts that remain unfilled. The Staffing Office divides those hours shall equally divide the number of call hours available for PACU.
   • c. Staff who have not picked up their equal hours of call will have it assigned at this time by the Staffing Office and will receive an email to inform them of hours assigned. If additional call hours above the base are required, the Staffing Office will email everyone in the PACU department who takes call regarding how many on-call hours will be additionally required.
• **d.** Days 3-4 – The staff is given the opportunity to select which additionally required on-call hours they are to sign up for, allowing them to schedule around vacations and non-work plans. The staff will email the Staffing Office with preferences. The Staffing Office will track and assign the mandatory additionally required on-call hours on a first (1st) come first (1st) served basis.

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

**2. Tiered Call Pay:**

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

• **a.** PACU:

  - Tier 1: 1-24 hours on-call (base hours) = **Applicable** Call Rate already paid – **no tier bonus**

  - Tier 2: >24 hours on-call (additional required hours) = (**Applicable** Call Rate already paid) **Additional $5.25 (CCR) per hour tier bonus**

• **b.** Other Shift Coverage:

  Planned and unplanned absences will be staffed by the PACU Team. In the event of an unplanned absence on night shift or holidays, all attempts will be made to fill the shift. If the shift remains unfilled, at management’s discretion, general call will be offered for that shift. If no volunteer is found, the call will be converted to orphan call and staff will be assigned the orphan call based on the rotational list per contract language.
C. Cardiac Cath Lab

1. Staff designate their availability for call in the time keeping system.
   a. At least two (2) scheduled periods prior to posting call assignments are made to ensure minimum staffing requirements;
   b. Call assignments are made to ensure equitable frequency of rotation;
   c. Call schedule is posted at least one (1) schedule period in advance;
   d. Once posted staff have the opportunity to trade as long as minimum staffing requirements are met.

2. Tiered Call Pay:
   a. Staff will be compensated for call on a tiered system based on the number of additionally required on-call hours over the base per schedule period for all RNs. This system will only apply to additional required hours over the base hours. Even trades are included in tiered call pay. Even trades must be within the same pay period and may vary up to two (2) hours. Uneven trades or voluntary acceptance of additional call will be exempt from the tiered on-call pay.
   b. Tier 1: 1-82 hours on-call (base hours) = Applicable Call Rate already paid
      - No tier bonus
   Tier 2: 83 – 125 hours on-call (additional required hours) = (Applicable Call Rate already paid) Additional $5.25 (CCR) per hour tier bonus
   Tier 3: 126+ hours on-call (additional required hours) = (Applicable Call Rate already paid) Additional $10.50 (double CCR) per hour tier bonus

Any single section (ie. A, B, C) may be opened individually by mutual consent of the parties. Opening one section, does not constitute opening of the entire LOU.
APPENDIX D: 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 candidates 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.