

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 2. ASSOCIATION PRIVILEGES

- A. Nurses covered by this Agreement, who were hired after July 1, 1976, shall, as a condition of employment, be required to do one of the following after ninety (90) days of employment under this Agreement or the execution of this Agreement, whichever comes later:
1. Join and maintain membership in the Association; or
  2. Pay an amount equivalent to Association dues to the Association; or
  3. Pay an amount equivalent to Association dues to a non-religious, tax-exempt charitable fund of the nurse's choice, for example the Good Samaritan Medical Center Foundation, in the case of nurses who object to membership in or payments to a labor organization on the basis of religious tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting labor organizations.
- B. Nurses covered by this Agreement, who were hired on or before July 1, 1976, and Home Health Nurses, employed on April 1, 2010 who are are not ONA members or paying Fairshare, shall not be subject to the requirements of A above.
- C. The Medical Center will deduct Association membership dues or amounts paid to the Association in lieu thereof under A.1 or A.2 above from the salary of each nurse who voluntarily agrees to such deduction by submitting to the Medical Center an appropriate written authorization for such deduction. Deductions shall be made each pay period and be remitted monthly to the Association.
- D. Change Status. A bargaining unit employee must notify the Association of a desire to change membership status. The employee must mail such notices to the Association to the attention of the membership coordinator at:

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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Oregon Nurses Association  
 18765 SW Boones Ferry Road  
 Suite 200  
 Tualatin, Oregon 97062  
 Attn: Membership Coordinator

[The Nurse may also opt to e-mail the status change information to the membership coordinator at Johnson@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.

- E. Discharge. The Medical Center will discharge an employee who fails to become and remain an Association member, fair share payer, or establish that he/she is a bona fide religious objector, including making the required payments to a charity, including the Good Samaritan Regional Medical Center Foundation. The Medical Center will terminate an employee within seven (7) days after receiving notice from the Association that the employee is delinquent, which will include documentation that the employee has been given notice of, and an opportunity to cure, the delinquency so long as such discharge is lawful.
- F. The Association will indemnify and save the Medical Center harmless against any and all claims, grievances, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Medical Center in connection with this Article.
- G. Within thirty (30) days of the execution of this Agreement and each quarter in the month of January and June thereafter, the Medical Center will supply the Association and the chairperson of the bargaining unit with a

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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list showing the names, addresses, employee identification numbers, hire dates, intra-organizational e-mail address, home telephone number, FTE, department name and number, shift, total hours worked in the last quarter, total gross wages, and pay rates of nurses covered by this Agreement.

The Medical Center will also supply on a monthly basis thereafter a list showing the names of nurses whose employment has been terminated and of nurses who have been hired, including addresses, employee identification numbers, home telephone number, FTE, department name and number, shift, hire dates, intra-organizational e-mail address and pay rates during the preceding month.

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

- H. 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 the Administrator or his 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. A meeting room in the Medical Center is to be provided, space and time being available.

Page 3 of 4	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

I. The Association may post one 8 1/2 x 11 inch notice limited to the date, time, and place of Association meetings, activities and events where the daily assignments are posted. The Medical Center will also provide posting space for a 17x22-inch notice in the nursing lounges or in the nursing unit utility rooms for the Association to post notices of meetings, elections and activities. All such notices shall be signed and dated by a Representative officer of the Association. All such notice(s) shall also include an expiration date. The Association and nurse may utilize the intra-office electronic mail accounts, subject to Medical Center policies on e-mail use.

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

K. An Association representative will be allowed thirty (30) minutes during Nursing Orientation of newly hired nurses to introduce the Association to them at the beginning of one of the days of orientation (as determined by the Hospital).

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

The Medical Center will provide space in a secured office for a two drawer locked cabinet provided by the Association.

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

### ARTICLE 3. PERSONNEL CATEGORIES

#### A. Definitions:

1. Introductory Nurse- A newly employed experienced nurse with less than six months of service who may be dismissed or disciplined during such period without recourse to the grievance procedure. If dismissed, an introductory nurse shall, upon request, be given an exit interview in which the reasons for dismissal will be stated. A New Graduate Nurse or RN Intern's introductory period will commence upon completion of training or the internship program and will last for three (3) months.
2. Regular Nurse - A nurse who has completed the introductory period.
3. Regular Full Time Nurse - A nurse scheduled to work a predetermined work schedule of at least 72 hours per pay period
4. Regular Part Time Nurse - A nurse scheduled to work a predetermined work schedule less than 36 hours per week.
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 any of the following combinations: 1) one weekend per calendar month or four (4) non-weekend shifts per calendar month, as well as one of the recognized following holidays pre-scheduled by the manager by rotation each year —(Thanksgiving, Christmas Eve, Christmas, New Year's Eve or New Year's Day). If a Per Diem nurse fails to perform the required minimum work over a calendar three (3) month period, they may be terminated. A mandatory absence given to a Per Diem nurse shall satisfy the work requirements for

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

that shift. For purposes of this provision, "weekend" means any combination of two weekend shifts in a calendar month. Per Diem nurses shall not be eligible for overtime pay until they have worked more than forty (40) hours in an identified work week, unless they have been assigned to an eight and eighty (8-80) pay rule.

Per Diem Nurses who for the previous nine (9) months have on average worked forty (40) hours or more per pay period will upon request be granted benefits, appropriate to number of hours worked. These Nurses will forfeit the Per Diem differential in lieu of benefits. Nurses must maintain the forty (40) hours per pay period average which will be reviewed on a quarterly basis in order to remain eligible for benefits.

5.

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

7. Clinical Coordinator - A nurse who performs special assigned clinical functions in addition to serving as a shift specific resource regarding patient/unit specific care issues. Duties include, but are not limited to, investigation of Unusual Occurrences, patient complaints, policies and procedures, coaching/mentoring, staffing, as needed coverage of patient assignments and ensure regulatory standards are met.

7. 8. Relief Coordinator: Assume the duties when clinical coordinator is off the floor. Relief Coordinators will be assigned as determined by unit management in accordance with the unit staffing plan. Nurses interested in becoming a Relief Coordinator will notify their Department Manager.

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 5. HOURS OF WORK, SCHEDULING AND STAFFING

### Hours of Work:

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

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

The hospital and the nurses shall be responsible for working together to arrange suitable breaks and meal periods. Two (2) rest periods of fifteen (15) minutes, shall be allowed for every eight (8) hour shift. Three (3) rest periods of fifteen (15) minutes, shall be allowed for each twelve (12) hour shift. There shall be no work in excess of six (6) hours without a meal period. Nurses will communicate to their supervisor in a timely manner if they anticipate not being able to take a meal period. Nurses may combine rest breaks, if staffing permits, on longer shifts. [If no adequate relief is provided by the Medical Center the nurse will fill out a KRONOS exception form and will be paid for the missed lunch break. The RN will notate the time and Clinical Coordinator or Supervisor they contacted on the KRONOS exception form.](#)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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4. Nurses are expected to obtain proper advance authorization for all work in excess of the basic workday or work period.
5. No pyramiding of premium and straight pay shall result in an hourly rate being paid at greater than time and one half (1 ½).
6. Nurses who do not work in Surgical Services will receive on call pay and time and one half (1 ½) their regular rate of pay plus weekend differential, if applicable, if they are called back to work from on call. See Appendix A, Section G.
7. Nurses who are required to wear Medical Center supplied scrubs will clock in seven (7) minutes before the start of the scheduled shift to change into the scrubs. Nurses will be permitted to leave the floor (if other duties are completed) seven (7) minutes before the end of the scheduled shift, to change out of the scrubs, before clocking out.

#### Overtime:

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

Hours worked in excess of eight (8) hours within a twenty-four (24) hour period commencing at the beginning of the nurse's first shift, and all subsequent hours worked until such time as the nurse is afforded at least ten (10 ) consecutive hours off work for nurses working an eight (8) hour shifts or ten(10) hour shifts. Hours worked in excess of twelve (12) hours within a twenty (24) hour period commencing at the beginning of the nurse's first shift and all subsequent hours

Page 2 of 9	Date Accepted	/	/
	Accepted by ONA		
	Accepted by Employer		

(ONA reserves the right to add, change, modify or delete any of the above ~~proposals~~ proposals at any time during negotiations.)



ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

worked until such time as the nurse is afforded at least nine (9) consecutive hours off work for nurses working a twelve hour shift.

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

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.

#### Weekend:

1. The Medical Center shall have as an objective the provision of every second weekend off, with the exception of nurses working in a Per Diem status.
2. A nurse working on a regularly scheduled weekend will be paid his or her regular straight-time hourly rate (plus any applicable differential).
3. If a nurse is scheduled to work the weekend prior to his/her regularly scheduled weekend, the nurse will be entitled to receive time and one-half the nurse's hourly rate of pay for the same number of hours actually worked beginning on the nurse's first following regularly scheduled weekend shift. The following situations will not trigger the consecutive weekend premium:

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

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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- b. Educational workshop hours or PTO hours will not be counted under this paragraph; and
  - c. Nurses working in a Per Diem status will not be subject to Article 5.C.
4. The nurse will not be compensated at time and one-half for his/her regularly scheduled weekend if the prior weekend the nurse was on standby, but not called into work.
  5. Once a nurse has agreed to work extra weekend hours, the nurse is committed to working those hours and must use PTO if she/he later calls in unable to work those hours.

#### Holidays:

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

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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### Scheduling:

All work schedules, including a start time for each shift, shall be published electronically at least four weeks in advance 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 manager and 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. m-shifts may not be worked without  
manager/supervisor approval.

1b. Home Health Nurses schedules shall be posted at least two (2) weeks in advance, and shall set forth the schedule for (28) calendar days of employment.

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 straight time hourly rate plus applicable shift differential. A nurse who was scheduled to work less than four (4) hours on such day shall be paid for his/her regularly scheduled number of hours of work for reporting when not put to work through no fault of his/her own. The provisions of this section shall not apply if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before his/her scheduled time to work. It shall be the responsibility of the nurse to notify the Human Resources~~Medical Center~~ of his/her current address and telephone number. Failure to do so

Page 5 of 9	Date Accepted	____ / ____ / ____
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above ~~proposals~~ proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

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 he/she would have otherwise worked, he/she shall receive four (4) hours pay in accordance with the provisions of this subsection.

3. Nurses shall notify the Nursing Supervisor, or departmental designee, at least three (3) hours prior to the start of their shift any time they will not be able to report to work. The Nursing Supervisor or the Staffing Office shall notify a nurse at least to (2) hours prior to the start of their shift if they will not be needed to report to work. If sick calls are received after the two hour limit, nurses who had been canceled from a regularly scheduled shift will be notified that work is now available and if they choose to come in at straight pay, the entire shift will be paid.
  
4. Nurses who are not on-call, but are called in to work with less than two (2) hours' notice, shall be paid two (2) hours' pay in addition to time actually worked if they report to work within one and one-half (1-1/2) hours of the time of the call in and complete the hours assigned. Overtime will be paid in accordance with the nurse's scheduled shift, if applicable. The Medical Center will provide notice to the Association of any intent to change the response call time, in accordance with the National Labor Relations Act.
  
5. Nurses who are not on-call, but who are called in to work for an implementation of SHS disaster plan shall be compensated at the rate of time and one-half their regular rate of pay for a minimum of four (4) hours.

Staffing:

Page 6 of 9	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

A nurse who is regularly assigned to one unit may be required to float to any other unit in the Medical Center. 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 he/she has not been oriented to the physical environment, he/she will be oriented before beginning any work.

Every reasonable effort shall be made to limit a nurse to only one float assignment per shift. Example: Floating from home unit and accepting a team of patients. Floating back to the home unit 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 competency to perform the work required.

In all cases agency and contract nurses will be given first consideration to float. Management will document any exceptions.

Floating Guidelines are to be determined by each unit.

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

RNs who have approved job shares as of July 1, 2007 may continue such arrangements.

#### G. Surgical Services Provisions:

1. Surgical Services departments shall be comprised of the Operating Room, Post Anesthesia Care Unit, Cardiac Cath Lab, and Short Stay/Endoscopy.

Page 7 of 9	Date Accepted	/	/
	Accepted by ONA		
	Accepted by Employer		

(ONA reserves the right to add, change, modify or delete any of the above ~~proposals~~ proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

2. Surgical Services nurses will be available to assist in units within Surgical Services areas and will not be assigned outside of Surgical Services to take a patient assignment.
3. On-call is required for nurses covered by this section. However, Per Diem nurses shall not be required to be scheduled for on call on holidays. On-call pay shall continue during periods of call-back. The number of hours paid at the call back rate of time and one half (1 ½) shall not exceed the number of hours assigned as the on call period.
4. OR nurses' share of the number of OR call shifts shall be proportional to their FTE regular shifts. The total number of call shifts may vary according to the number of nurses available to take call. Volunteers may arrange additional on-call shifts or trades with co-workers from their unit in accordance with Medical Center policy provided it does not set up additional overtime liability for the departments. Additional call shifts, if any, shall not be considered under the proportionality rule.
5. Short Stay and PACU nurses shall equally divide the number of call shifts available for their respective units. The total number of call shifts may vary according to the number of nurses available to take call. Volunteers may arrange additional on-call shifts or trades with co-workers from their unit in accordance with Medical Center policy provided it does not set up additional overtime liability for the departments. Additional call shifts, if any, shall not be considered part of the equal division.

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

6. An ongoing rotational holiday call schedule will be established in writing by each individual unit within Surgical Services.
  
7. Nurses who agree to pick up an "Orphan Call" (a previously assigned on call shift) which has become available due to illness, injury, termination/resignation shall be compensated for that on call shift at a rate of double the stand by rate eight (\$8.00) dollars per on call hour. If no one volunteers to take the orphan call, it will be assigned on a rotational basis with consideration given to extenuating circumstances.
  
8. The nurse's work on call back during his/her on-call shift shall be paid at the rate of time and one half (1½) the nurse's straight time rate of pay plus weekend differential, if applicable. If a nurse is called back to work during his/her on-call shift, or required to stay beyond sixty (60) minutes past the end of the previous shift, the nurse shall be given not less than three (3) hours of work or equivalent pay for each such call back. If the nurse is still required to work, then call back shall be deemed to have begun at the end of the regular shift and a payroll adjustment sheet shall be completed and submitted to the manager. A nurse who is called back to work while on call shall check with the department manager or shift supervisor before leaving the Medical Center.
  
9. A nurse who has worked call back during a scheduled on call period such that the nurse has not received ten (10) consecutive hours off since the last regular shift worked may request the next shift off without pay.

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 6. PAID TIME OFF (PTO)

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

B. Use: PTO permits employees to utilize their paid time off as it best fits their own personal needs or desires. PTO days, with the exception of illness, will be self-scheduled by employees according to departmental policy and guidelines. It may be used in increments of one hour as it accrues. The Nurse shall be responsible for notifying the department manager of the number of PTO hours to be used in each pay period by payroll exception form.

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

1. A nurse may self-schedule PTO at least four (4) weeks, but not more than six (6) months, prior to the date when the earliest schedule covering such time off is to be published. PTO which would occur during the week containing Thanksgiving and the pay periods containing Christmas and New Years 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.



ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

1B. Home Health Nurse may request scheduled time off by giving notice in writing to the appropriate scheduler at least three (3) weeks, but no more than six (6) months, prior to the date when the earliest schedule covering such time off is to be posted. The Medical Center will respond in writing with a grant or denial of the request no later than ten (10) days after receipt of the request. If no such response is given within that time, the nurse shall provide a second notice of the request to the appropriate scheduler, and if there is no response to the second request within five (5) business days, the request for leave shall be deemed approved.

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

3. PTO requests above established unit quotas may be accomplished by “shift swaps” following the established guidelines. A senior nurse may request preference, provided that:

- a. They request such seniority preference in writing, dated, with signature to the Staffing Office not later than five (5) days after being unable to self-schedule PTO and
- b. They shall not be eligible to exercise such right of seniority if they exercised it during the preceding year.

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

- c. Seniority preference shall not be allowed during Spring Break, on Thanksgiving, Christmas Eve, Christmas, New Years Eve, and New Years Day.
4. Employees who are not able to report to work because of an illness or an emergency should advise their nursing supervisor at the earliest possible time, but not less than three (3) hours before their shift begins when feasible.
5. When an employee elects to take PTO for a day when also receiving Workers' Compensation, state or federal disability, or disability benefits to which the Medical Center contributes, the amount of PTO payment shall be reduced by the amount of such benefit payments so that the total payment for such day does not exceed nurse's regular work hours at the employee's regular straight-time rate of pay. The nurse shall be responsible for notifying the department manager of the number of PTO hours to be used each pay period by payroll exception form.
6. Employees have the option of taking a day off without pay instead of using PTO under the following conditions:
  - a. During periods of low workload when the employee's supervisor requests that an employee not come to work or go home early;
  - b. When a department is temporarily closed or staff is reduced on a holiday;

During a military service which will be paid according to Federal Law;

For contract negotiations

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

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

Nurse hired on or before February 28, 2010, Accrual Rate

Month of Service	Accrual Rates	Approximate Annual Accrual
1 <sup>st</sup> through 48 <sup>th</sup>	.1077 hours per compensable hour	28
49 <sup>th</sup> through 108 <sup>th</sup>	.1269 hours per compensable hour	33
109 <sup>th</sup> and each month of service thereafter	.1462 hours per compensable hour	38

Page 4 of 6	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Nurse hired on or after March 1, 2010 Accrual Rate

Month of Service	Accrual Rates	Approximate Annual Accrual
1 <sup>st</sup> through 48 <sup>th</sup>	.104 hours per compensable hour	25
49 <sup>th</sup> through 108 <sup>th</sup>	.115 hours per compensable hour	30
109 <sup>th</sup> and each month of service thereafter	.135 hours per compensable hour	35

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 one thousand forty(1040) five hundred fifty (550) hours of PTO. Any PTO in excess of (1040) (550) hours will automatically be converted to cash and added to the employee's regular payroll check.

### 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.

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

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.

Extended Illness Bank: Accrued but unused sick leave benefits will constitute an extended illness bank for employees hired prior to November 3, 1980.

The time in the extended illness bank may be used, beginning with the first work day of absence due to an employee's hospitalization or the third work day of any other absence due to accident or illness. Compensation from the extended illness bank will continue to the extent available for the balance of workdays missed as a result of the illness or injury.

The extended illness bank shall be separate from and not used as PTO.

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 7. LEAVE OF ABSENCE

### Family and Medical Leaves of Absences:

A leave of absence is defined as an authorized absence without pay. The Employer will grant leaves of absence for up to twelve (12) weeks for any medically related absences qualifying under the Family Medical Leave Act (FLMA) or Oregon Family Leave Act (OFLA) provided the employee has: ~~for medical reasons will be granted at the option of the Medical Center if the employee has:~~

~~Completed six (6) months of continuous service;~~

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

Has met the eligibility criteria to qualify for FMLA and/or OFLA.

\*\*Performance Manager/Human Resource Bulletin Board

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

An authorized leave of absence shall not affect previous accumulated seniority or benefits; however, benefits will cease to accumulate during such leave and seniority will cease to accrue after thirty (30) days during such leave. Employees 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.

If the employee must extend a medical leave beyond the FMLA/OFLA twelve (12) weeks, they may apply for a Personal Leave of Absence (PLOA) for an additional four (4) weeks and, at the conclusion of the leave of absence, be returned to their assignment held prior to the leave of absence. Employees who are granted a leave of absence not to exceed twelve (12) weeks and who return within the specified time shall be returned to the assignment which they left.

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

A nurse who decides not to return to her/his 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.

~~Has submitted a written request within a reasonable time 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 demonstrated good cause.~~

## 2. Personal Leave of Absence (PLOA)

A leave of absence without pay for personal reasons or for medically related reasons extending beyond the FMLA/OFLA time period ~~may, may~~ be granted at the option of the Medical Center if the employee 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, or, in the case of illness or emergencies, as soon after the illness or emergency arises as is possible;

Has demonstrated good cause.

Such leaves will be considered invalid unless approved in writing by the employee's supervisor, department head and the Director of Human Resource. Request shall be granted or denied (in writing) no later than ten (10) days from receipt of the request. ~~Leaves of absence for medical reasons should be~~

Page 2 of 6	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above ~~proposals~~ proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

~~requested in writing as soon as possible.~~ Requests for a medical leave of absence shall not be unreasonably withheld.

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

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

Failure of the employee to report to work on the first scheduled day after the leave expires will be considered a voluntary termination of employment.

All ~~Leaves~~ leaves of absence will be administered in accordance with the law. Seniority will accrue up to 30 days, unless the leave is the result of a compensable Workers' Compensation injury, in which case the employee shall continue to accrue seniority for up to six (6) ~~three (3)~~ months from the date of leave.

Employees will be required to use accumulated PTO down to a bank of eighty (80) hours for all leaves of absence unless they are being compensated through Short Term Disability or the Employee Extended Illness Bank.

~~Leaves that are approved in advance for periods of less than ninety (90) days will entitle the nurse to return directly to her/his former position. In such cases, a nurse requesting an earlier return than originally specified will be returned to her/his former position within two (2) weeks of such request in writing. A nurse who decides not to return to her/his 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.~~

~~Leaves that are approved in advance for ninety (90) days or more will entitle the nurse to return to a position with the same number of hours. If a nurse requests~~



ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

~~in writing an earlier return than originally specified, she/he will be returned to a position with the same number of hours within thirty (30) days.~~

~~Request for extensions of personal leave must be submitted in writing and approved by the Human Resources Director and Vice President before the extended period of a leave begins. Additional personal leave may be considered for up to another six (6) months if approved in advance of the extended leave. A leave of absence may be requested for up to six (6) months. Additional leave may be considered for up to another six (6) months if approved in advance of the extended leave. Approved leave will begin with the expiration of all but eighty (80) hours of earned leave and, in cases of medical leave, expiration of any extended illness bank benefits.~~

#### Bereavement Leave

Regular employees will be granted up to three (3) scheduled shifts off days with pay during the most immediately following the death of an immediate family member to arrange for and/or ~~pay period for time lost from the employee's regular schedule to~~ attend the funeral ~~of an immediate family member.~~

Members of the immediate family are defined as father, mother, brother, sister, parents-in-law, step-parents, step-children, grandchildren, and grandparents.

Five (5) days' pay ~~during the most immediate pay period~~ for time lost will be granted in the event of a death of the employee's spouse or child or significant other living as an integral member of the employee's household. A nurse who needs time beyond the provisions above will be granted up to five (5) additional continues days and must use any accrued but unused Paid Time Off.

#### Jury Duty

An employee who has been employed for at least six (6) months will receive compensation for the difference between his/her regular pay and jury pay for any

Page 4 of 6	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above ~~proposals~~ proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

scheduled work hours missed as a result of jury duty. An employee's jury duty compensation under this section shall not be given for more than fifteen (15) days of jury duty during the term of this Agreement. Such jury duty compensation shall not be considered as hours worked for purposes of computing overtime pay. A day or evening shift employee involved in jury duty is not expected to report to work on the day of jury service; however, if the employee's jury service for that day ends before 12:00 noon, the employee (a) shall contact his/her supervisor or designee, at the Medical Center, and shall, if requested, report to work as assigned on such shift or (b) shall forfeit compensation under this section for that day. A night shift employee shall not be required to work a shift immediately before expected jury duty service. When an employee receives a summons, he/she shall notify immediately his/her supervisor, so that arrangements can be made for work assignments.

#### Court Witness

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

#### Military Leave

Page 5 of 6	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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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.

Page 6 of 6	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above ~~proposals~~ proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 8. PAID EDUCATIONAL LEAVE

- A. Paid educational leave shall be granted for educational opportunities designed to improve the practice of nursing at the Medical Center. The Professional Nursing Care Committee (PNCC) in cooperation with the Nursing Educator may approve nominees for paid educational leaves. Nurses returning from a paid educational leave may be required to make a written or oral presentation to the nursing staff.
- B. During each year ending June 30, each nurse shall, upon request, be entitled to thirty-two (32) 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: \$66,500 for the year beginning July 1, 2011~~09~~; and \$71,500 ~~66,500~~ for the year beginning July 1, 2012~~10~~. Medical Center required classes shall not be deducted from a nurse's paid educational leave. The Medical Center agrees to consider approving requests for additional funds above the allotted annual amount for educational purposes on an individual basis.

Home Health Nurses educational leave \$10,000 for the year beginning July 1, 2011; and \$10,000 for the year beginning July 1, 2012.

The PNCC will provide an annual report to the Medical Center VP of Patient Care Services on the use of the funds by July 15. The annual report shall list total number of nurses utilizing the fund, nurses' names, the number of education days utilized, and the total dollar amount expended. Two PNCC members may receive two (2) additional paid hours in July for the purpose of preparing the annual report. Data Processing will assist the PNCC to develop the software for the program. If the time

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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- exceeds more than one hour a week, consistently for more than three months, the issue will be referred to LMCC.
- C. The Medical Center will make a reasonable effort to arrange scheduling to allow nurses to utilize educational leave days. 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 contract year shall forfeit such unused leave.
- D. Nurses shall also be afforded the option of attending educational programs (limited to two (2) days per nurse per fiscal year) as unpaid, subject to the operating efficiencies of the Medical Center. No reasonable requests will be withheld.
- E. Nurses may request and be granted individual unpaid days off for attending classes in pursuit of a B.S.N. or M.S.N. or health care related degree on a term-by-term basis.
- F. Nurses may use paid educational leave for PNCC approved online learning. One documented CEU earned shall correspond to one hour of paid educational leave. Verification(s) of no fewer than eight (8) CEUs may be submitted to the PNCC for reimbursement at any one time except at the end of the fiscal year. Online education may not take place during work time. Online CEUs may not be done in conjunction with work time to create an overtime situation.
- G. Education monies may be used for verifiable paid individual subscriptions to online providers of CEUs.

J. 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 apply, e.g. ACLS or PALS.

Page 2 of 3	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

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

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 9. SENIORITY AND LAYOFF

- A. Seniority shall mean length of continuous service with the Medical Center and Home Health Nurses hired after July 1, 2011, as a nurse within the bargaining unit. Home Health nurses employed before June 30, 2011, seniority shall mean the original date of hire by Medical Center or hire date in home health at the Albany and Lebanon hospitals prior to the merge, whichever hire date occurred first.

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, shall not lose their previously accrued seniority upon return to the bargaining unit. In such instances the employee shall not accrue seniority during the period of Medical Center employment outside the bargaining unit.

- B. An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation, unless re-employed within six (6) ~~three (3)~~ months;
2. Discharge for just cause;
3. Failure to notify the Medical Center within five (5) days after being recalled by registered mail, return receipt requested, that the nurse will accept the position offered and/or failure to return to work within two (2) weeks after being recalled, unless due to actual illness or accident;
4. Layoff for continuous period of more than one (1) year.

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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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 show the position, shift, and unit involved and whether it is full time or part time. Nurses interested in applying for any such posted vacancy or new position shall make application electronically to the Medical Center within the above posting period. All applicants who meet the posted qualifications shall be afforded an interview. [The Medical Center shall post requirements for the actual position to be filled.](#) They 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. Qualified senior nurses who apply shall be given preference for shift and unit vacancies not involving advancement, except that such vacancies may be awarded to a junior nurse applicant who has greater related experience or post-licensure education.

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

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

Page 2 of 6	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete  
any of the above proposals at any time during negotiations.)



ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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- F. Temporary Staffing Reductions: The Medical Center maintains responsibility for determining a sufficient number of nurses who have demonstrated the necessary skills to care for the represented patient populations of Good Samaritan Medical Center.

Definitions:

1. Mandatory Absence (MA) – Involuntary cancellation from a regularly scheduled shift, paid at the regular rate, which is part of the nurse's FTE. Cancellation may be the entire shift or a portion of a shift.
2. Voluntary Absence (VA) – Nurse volunteers 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.
3. Mandatory Absence Rotation List – A list maintained by the Scheduling Office for the following departments, Med-Surg, ICU, and Progressive Care of the order in which MAs are to be assigned to regularly scheduled nurses working at the regular rate. ED, [Ambulatory Infusion, Home Health](#), Surgical Services, the Women's Center, and Mental Health will maintain lists within departments. Nurses who are given a mandatory absence for a total of eight (8) hours or twelve (12) hours for 12 hour shifts will go to the bottom of the list.

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

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

Page 3 of 6	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

2. The priority for assigning 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. Shifts above assigned FTE that are paid at a premium rated.
- d. Overtime situations
- e. Regular staff from ~~a regularly~~ a regularly scheduled shift paid at a premium rate
- f. Per Diem staff
- g. 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
- h. Regular staff from a regularly scheduled shift at a regular rate of pay on a rotational basis
- i. If the RN works from 11 pm to 7 am callback and the RN is assigned an MA and does not complete his/her regularly scheduled shift, the RN will be paid ½ the RNs hourly base rate per hour for the remaining hours of the RNs regularly scheduled shift.

3. Only 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

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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(Straight-time or Premium Pay) will move a nurse to the bottom of the MA list. [Clinical Coordinators will be included in the MA list.](#)

4. Surgical Services, Ambulatory Infusion, [Home Health, Women's Center](#), ED and Mental Health departments shall follow the above guidelines but rotate solely within their specific units and shifts for purposes of assigning mandatory absences.
  5. Nurses who are placed on call from a regularly scheduled shift paid at straight time and not called in will be moved to the bottom of the mandatory absence rotation list upon completion of the on-call shift.
  6. Nurses who work 12 hours shifts will receive a mandatory absence credit for twelve (12) hours.
  7. Management agrees that, in the event of 50 or more ONA nurses individually experiencing three (3) or more mandatory absences per month for two (2) consecutive months (to be evaluated every 10 weeks) and if requested by the Association, they will begin discussions with the Association regarding the feasibility of implementing the language in Article 9, Section G., Layoff.
- G. Layoff: Medical Center management will notify the Association at least twenty one (21) days prior to initiating a layoff. In the event of a Medical Center-declared layoff, nurses in the unit where the layoff occurs will be given the opportunity to be voluntarily laid off. If it is determined that the voluntary procedure is not satisfactory, then:
1. Nurses will be laid off and/or have their FTE and shift adjusted by Medical Center management ~~house-wide~~ [within bargaining unit](#) in the reverse order of seniority provided that the remaining nurses currently possess the necessary competencies and skills to perform

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

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. Nurses shall be recalled from layoff in the order of seniority provided that they have the necessary skills and competency to perform the work to be done.

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

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 11. PROFESSIONAL NURSING CARE COMMITTEE

- A. Recognition - A Professional Nursing Care Committee shall be established at the Medical Center.
- B. Responsibility - The Medical Center recognizes the responsibility of the Committee to recommend measures objectively for improvement of patient care and will duly consider such recommendations when submitted in writing and will respond in writing.
- C. Objectives- The objectives of the Committee shall be:
1. To consider constructively the practice of nurses.
  2. To work constructively for the improvement of patient care and nursing practice.
  3. To recommend to the Medical Center ways and means to improve patient care.
  4. To be responsible for equitable distribution of continuing education funds.
  5. To exclude from any discussion contract grievances or any matters involving the interpretation of the contract.
- D. Composition - The Committee shall be composed of seven (7) registered nurses employed at the Medical Center and covered by this Agreement. The Committee members shall be elected by the registered nurse staff at the Medical Center and shall be representative of clinical areas and shifts.
- [Home Health PNCC shall be composed of three \(3\) registered nurses employed at the Medical Center and covered by this agreement.](#)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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- E. Frequency of Meetings - The Committee shall schedule regular meetings. Each Committee member shall be entitled to up to three (3) paid hours per month at the nurse's regular straight time rate for the purpose of attending Committee meetings. Such meetings shall be scheduled so as not to conflict with the routine. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Bargaining Unit Leadership, and the Vice President for Patient Care Services. The PNCC agenda and minutes shall be posted on the nursing units.
- F. Special Meetings - The administration may request special meetings with the Committee, but such meetings shall not take the place of the regularly scheduled meetings of the Committee.
- G. Nurse Staffing Discussions - The Committee may request meetings with the administration to discuss nurse staffing problems. Such recommendations shall be given due consideration by the Administrator, but shall not be binding on the Medical Center.

Page 2 of 2	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 12. PARTICIPATION IN COMMITTEES

- A. As medical staff committee appointments are made annually by the Chief of Staff, the administration agrees to suggest to each incumbent of that office that a nurse or nurses participate in the medical staff Ethics committee.
- B. The Medical Center will appoint at least one nurse, selected by mutual agreement between the RNA Executive Committee and the Medical Center, to the following Medical Center committees:

Medical Center Safety Committee	Emergency Preparedness Committee
Infection Control	Critical Care Committee
<a href="#">Staffing Committee</a>	<a href="#">Ethics Committee</a>

- C. The function of the nurse attending the committee meetings described in paragraphs A and B shall be to recommend to and review with the medical staff improvements that may be made in rendering the best possible care to patients in the Medical Center and to receive from the medical staff recommendations on the improvement of nursing care. Prior to and subsequent to each meeting, the nurse should communicate with nursing administration to be advised of problem areas and to share recommendations affecting nursing care.
- D. Should the nurse feel the committee was not responsive to the nursing point of view, she may review the problem with the RNA Executive Committee, which may in turn review said problem with the Vice President Patient Care.

Page 1 of 2	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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## ARTICLE 14. PROFESSIONAL DEVELOPMENT

- A. The Medical Center shall provide counseling and evaluation of the work performance of each nurse covered by this Agreement not less than once per year.
- B. Progress of newly employed nurses shall be regularly reviewed with the nurse during the first twelve (12) weeks of employment. An evaluation of this progress will be reviewed with the nurse after twelve (12) weeks. Performance appraisals shall be conducted at least annually according to Medical Center policy.
- C. The Medical Center shall maintain a continuing in-service education program. The Medical Center shall provide a minimum of two (2) to three (3) weeks advance notice of the programs. The exception is continuing education programs designed to address information of an urgent or time sensitive nature. It shall seek to schedule the programs on different days of the week during a year.
- D. All nurses are encouraged to participate in a minimum of twenty (20) hours per year of in-service training. Such training will be made available to all shifts.
- E. The Medical Center shall provide newly hired nurses with orientation to the Medical Center and the assignment for which she/he was hired. During orientation, such nurse shall not be assigned a full patient load. The Medical Center shall normally provide a two-week orientation period, which may be extended on units with specialty skill requirements or shortened with respect to nurses who have previously been employed by the Medical Center with appropriate experience. A nurse transferred from a regular assignment on one unit to a regular assignment on another unit

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

shall be expected to carry a full patient load as soon as possible, but no later than one week after the transfer, this period may be extended on units with specialty skill requirements.

- F. The educational reimbursement policy of the Medical Center applicable to all employees shall apply to Registered Nurses. The Medical Center shall provide seventy-five percent (75%) reimbursement for full time nurses, fifty percent (50%) for part time nurses, limited to eighteen (18) credit hours per year.
- G. Nurses will be paid for any mandatory educational hours. Every effort shall be made to provide training to all shifts.
- H. Staff meetings will be posted at least two weeks in advance. Nurses will have up to ten (10) days prior to the meeting to notify their manager of their intent to attend. Units with more than one (1) shift should have more than one (1) meeting to accommodate participation by RNs on different shifts.
- I. Nurses that are interested in cross training programs offered by the Medical Center will complete the Transfer/Cross Training Interest form and provide it to the appropriate department manager(s). Nurses will be given preferences for such training on a seniority basis once approved by their current manager.
- J. At least one additional nurse per unit will be granted an educational day, above the master list for vacation requests, provided core unit staffing has been met.

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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## ARTICLE 16. GRIEVANCE PROCEDURE

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

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

1. Step One: The employee shall first submit a written grievance, signed by the employee directly involved in the occurrence on which the grievance is based, to his/her Assistant Department Manager (ADM) within fourteen (14) days of the time when the employee should reasonably have known of the occurrence on which the grievance is based, but in any event within forty-five (45) days following the occurrence of the matter being grieved. The ADM will discuss the matter with the nurse.
2. Step Two: If a satisfactory agreement is not reached within fourteen (14) days of the discussion at Step One, the employee shall have fourteen (14) additional days to reduce the grievance to writing and submit it to the Department Manager, (unless the

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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Department Manager heard the grievance at Step One, in which case the nurse should proceed to Step Three).

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

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

[Home Health Nurses will file step \(3\) three grievance directly to Vice President of Operations.](#)

The Association may initiate a grievance and direct it initially to the Vice President for Patient Care Services if the issue affects the rights or benefits of a group of nurses 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

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
--	----------------------------------

refer the written grievance to the Medical Center President/CEO or designee. A meeting with the Medical Center President/CEO or her/his designee will be held within fourteen (14) days of receipt of the referral, who will issue a written response to the grievant and the Association within fourteen (14) days following such meeting.

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

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

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ARTICLE 18. HEALTH AND WELFARE

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

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

- B. [The Nurse will contribute the following premiums for medical, dental and vision insurance for 2011.](#) Grandfathered Premium Payments—For those employees hired on or before February 28, 2010, employees will contribute the premiums for medical, dental and vision insurance for 2010 as reflected in Appendix D.

In 201~~20~~<sup>20</sup>, 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 twelve percent (12%) from the 20~~11~~<sup>10</sup> contribution schedule.

In 201~~34~~<sup>34</sup>, 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 twelve percent

Page 1 of 2	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.)

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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(12%) from the 201~~20~~<sup>29</sup> contribution rate.

- C. Percentage Rates—Effective March 1, 2010 for employees hired on or after March 1, 2010, employee contribution rates for the medical and dental insurance will be according to the following percentages of the total cost of the premiums as reflected in Appendix E.
- D. The Medical Center will continue to provide each full-time and part-time employee who is regularly scheduled to work at least twenty (20) hours per week the opportunity to participate in the Medical Center's voluntary plans, in accordance with their terms. If the employee selects any or all of such voluntary benefits, the employee shall pay the applicable premiums by payroll deduction.
- E. At the time of employment, each nurse will be required to have a physical examination by a provider designated by the Medical Center. Every two (2) years thereafter each nurse shall be afforded the option of a co-pay provided by the Medical Center for a visit to the RN's primary care provider.
- F. At the time of employment, each nurse will be tested for tuberculosis at Medical Center's expense. Thereafter, a nurse may request a TB test when medically indicated.
- G. To facilitate communication and to increase understanding of our health insurance program, two ONA members may participate on the committee to be created by the hospital. The committee will be convened within six (6) months of ratification.
- H. This committee will explore innovative ways to maintain health insurance for nurses as well as explore innovative ways for retiree insurance and pharmacy coverage.

Page 2 of 2	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

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ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ARTICLE 21. 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, 201344, 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 affect 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 30 days' written notice.

**OREGON NURSES ASSOCIATION****GOOD SAMARITAN REGIONAL  
MEDICAL CENTER**

\_\_\_\_\_  
Pat Cirello ~~Debbie Snelling~~, RN, Chair

\_\_\_\_\_  
 Clayton Doyal, RN

\_\_\_\_\_  
Pat Cirello, RN

\_\_\_\_\_  
Debbie Burrows, RN

\_\_\_\_\_  
Allen Rowley, RN  
 Manager

\_\_\_\_\_  
Scott Shaw, RN

By: \_\_\_\_\_

\_\_\_\_\_  
 Steve Jasperson, CEO

\_\_\_\_\_  
 Kathy Hale, Vice President of  
 Nursing

\_\_\_\_\_  
 Christina Gaulin, HR Director

\_\_\_\_\_  
Jody Califf, RN, Nurse  
 Manager

\_\_\_\_\_  
Maureen Murphy, RN, Nurse

\_\_\_\_\_  
Deborah Noonan, RN, Nurse



ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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Manager

\_\_\_\_\_  
Christine Hauck, Labor Relations  
Representative

\_\_\_\_\_  
Tina Thurman, RN, Staffing  
Manager

Page 2 of 2	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

(ONA reserves the right to add, change, modify or delete  
any of the above proposals at any time during negotiations.)

## APPENDIX A: COMPENSATION

### A. STEP SYSTEM OF PAY

The wage scale is composed of a series of progressing steps established to recognize experience and length of service. There will be a years of service requirement to move to a higher wage step after new hire initial step placement ending with a 30-years-of-service step.

1. The wage rate increases between each year-of-service step will be three percent (3%).
2. Between Steps 1 and 7, a nurse will meet the years of service requirement and move to the next step if she/he 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 (30) after the has been employed for sixty (60) months on step 25. ~~a nurse must have been employed at GSRMC for the entire thirty years.~~

New hires and transfers into the bargaining unit will be given year-for-year credit for prior experience toward step placement for recent related experience in an acute care setting. Other RN experience will be credited as one year of credit for every two years of experience. He/she will be placed at the wage step corresponding to the years of prior experience up to Step 15 on the GSRMC ONA wage scale. No new hire from outside GSRMC/SHS will be placed above the Step 15 service step.

4. Once a nurse is placed on the GSRMC wage scale, the hours requirement and years of service rule will govern his/her progression through the scale. For example, nurses hired from outside GSRMC with 15 years of acute

care experience will be placed on Step 15 and those nurses will be eligible to move to Step 20 after sixty (60) months of service with the Medical Center on Step 15. Nurses will be eligible to move to Step 25 after sixty (60) months of service with the Medical Center on Step 20. In order to be eligible for the 30-year step, a nurse must have been employed at GSRMC for the entire thirty years.

## B. WAGES

The following wage rates will apply to nurses:

Effective July 1, 2011~~09~~ – 2.0% increase across the board

Effective January 1, 2012~~10~~ – 2%~~1.5%~~ increase across the board

Home Health Nurses will receive an additional:

2% on July 1, 2011

2% on July 1, 2012

~~Effective July 1, 2010 – 2.0% increase across the board.~~

**ONA Wage Table - ~~Effective July 1, 2009 through June 30, 2011~~**

	Meditech	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	Contract	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 9</u>	<u>Step 11</u>	<u>Step 13</u>	<u>Step 15</u>	<u>Step 20</u>	<u>Step 25</u>	<u>Step 30</u>
	<del>Current</del>	<del>\$29.64</del>	<del>\$30.53</del>	<del>\$31.44</del>	<del>\$32.38</del>	<del>\$33.36</del>	<del>\$34.36</del>	<del>\$35.39</del>	<del>\$36.45</del>	<del>\$37.54</del>	<del>\$38.67</del>	<del>\$39.83</del>	<del>\$41.02</del>	<del>\$42.25</del>	<del>\$43.52</del>	<del>\$44.83</del>
<del>7/1/2009</del>	<del>2% Increase</del>	<del>\$30.23</del>	<del>\$31.14</del>	<del>\$32.07</del>	<del>\$33.03</del>	<del>\$34.02</del>	<del>\$35.04</del>	<del>\$36.10</del>	<del>\$37.18</del>	<del>\$38.29</del>	<del>\$39.44</del>	<del>\$40.63</del>	<del>\$41.84</del>	<del>\$43.10</del>	<del>\$44.39</del>	<del>\$45.72</del>
<del>1/1/2010</del>	<del>1.5% Increase</del>	<del>\$30.68</del>	<del>\$31.60</del>	<del>\$32.55</del>	<del>\$33.53</del>	<del>\$34.53</del>	<del>\$35.57</del>	<del>\$36.64</del>	<del>\$37.74</del>	<del>\$38.87</del>	<del>\$40.03</del>	<del>\$41.23</del>	<del>\$42.47</del>	<del>\$43.75</del>	<del>\$45.06</del>	<del>\$46.41</del>
<del>7/1/2010</del>	<del>2% Increase</del>	<del>\$31.30</del>	<del>\$32.23</del>	<del>\$33.20</del>	<del>\$34.20</del>	<del>\$35.22</del>	<del>\$36.28</del>	<del>\$37.37</del>	<del>\$38.49</del>	<del>\$39.64</del>	<del>\$40.83</del>	<del>\$42.06</del>	<del>\$43.32</del>	<del>\$44.62</del>	<del>\$45.96</del>	<del>\$47.34</del>

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

### C. INCENTIVE COMPENSATION

Nurses will be able to receive one or a combination of the following:

1. Preceptor Differential Aa 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 preceptor training.
2. Certification Differential Aa three percent (3%) increase on the nurse's base wage rate for all hours worked if the nurse has achieved or maintained a nationally recognized nursing certification. The differential will commence the first day of the pay period containing the date that written evidence of the passing test score is received by HR. A copy of the certification must be submitted to HR within the following -three (3) months or the differential will be discontinued.
3. BSN Differential A one percent (1%) differential will be added to the base hourly wage for those nurses who have a BSN degree.

### D. SHIFT DIFFERENTIALS

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

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

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

- E. Clinical Coordinators: A differential of three dollars (\$3.00) per hour above the applicable line of the rate schedule shall be paid to Coordinators.
- 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. On call: On-call hours shall be paid at \$4.00 for each on-call hour with \$4.50 per hour for hours scheduled on call on recognized holidays. The nurse's work on call back during his/her on-call shift shall be paid at the rate of time and one half the nurse's regular rate of pay. 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 shift supervisor prior to leaving the Medical Center.

ONA → Good Samaritan Regional Hospital	Date of Proposal: ____/____/____
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There shall be no pyramiding of call back compensation with any other hourly rate for the same hour worked.

- 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 \$3.75 per hour differential in addition to their regular shift rate in lieu of any fringe or side benefits (exclusive of education leave and pension if eligible under its terms).
- 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 to enhance teaching and learning skills, in a collaborative effort with the Health Education Department for preceptors. To be eligible as preceptor, a nurse must attend, with management approval, the training offered herein on an annual basis. The nurse will be initially eligible for the preceptor differential set forth in paragraph C.1 above upon completion of the following: (a) the initial training; (b) 80 hours of precepting; and (c) satisfactory evaluation by the nurse's manager. The initial evaluation will be conducted within two weeks of the notification to the manager from the nurse that she or he has completed 80 hours of precepting. (If the evaluation is conducted at a later date, the preceptor differential will be effective on the date the evaluation is due, provided evaluation is satisfactory.) Thereafter, the nurse must comply with the Medical Center policy to maintain preceptor status.

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

## L. Extra Shift Premium:

1. Full-time and part-time nurses will be paid at one and one-half (1 1/2) times their regular straight-time rate of pay for all hours worked above the nurse's regularly scheduled FTE except when there is a change of schedule agreed upon by the Medical Center and nurse.

~~A nurse working a .5 FTE or .6 FTE must work one extra shift at straight time before becoming eligible for extra shift premium on subsequent extra shifts.~~

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 standby. This section will apply only if the nurse also works all of his/her scheduled shifts in the same pay period, other than such shifts that were not worked because of a low census day or because they had previously been scheduled as earned leave time off. This premium will not be paid for any un-worked hours. This section replaces all other premiums for working extra or unscheduled shifts that may have been in existence before this section's effective date.

Once a nurse agrees to work an extra shift, the nurse is committed to working that shift. If a nurse calls in unable to work during a pay period in which the nurse has signed up for extra shift(s), the extra shift differential will be waived for the corresponding number of extra shifts that the nurse misses. Further, a nurse is required to use accrued PTO for the missed shift.

Extra Shift premium does not apply to Home Health nurses in any of Appendix A compensation.



ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

2. There will be no pyramiding of hours worked under the terms of this letter of agreement. (Example: If a nurse is paid the premium under this section, the hours so paid will not be counted toward the computation of weekly overtime.) No hour will be eligible for the payment of two such premiums.
3. An apparently eligible nurse will be paid the extra shift premium for the payroll period covering the hours worked. If it is subsequently determined that the nurse was not eligible, the one-half premium amount will be deducted from the nurse's pay for a subsequent payroll period.
4. If the nurse reduces his/her FTE status the extra shift differential will be payable to the nurse only for extra shifts worked after the completion of thirteen (13) full pay periods following the nurse's FTE reduction. If, during any of the twenty-six (26) ~~thirteen (13)~~ pay periods, the nurse works his/her prior FTE hours, then the nurse will become eligible for the extra shift premium, as per the terms of this Letter of Agreement. Nurses, supervisors, managers or their designees may not engage in individual bargaining to receive a higher rate of pay during this period.
5. If extra shifts remain after the Medical Center has attempted to fill the schedule with Per Diem nurses, the Medical Center will post the extra shifts electronically. The nurses who hold an FTE in the relevant unit will be permitted to sign up for extra shifts for the first five (5) days that the schedule is posted. Thereafter, all qualified nurses in the bargaining unit may sign up. A nurse may sign up for extra shifts; however, the Medical Center may limit nurses to one

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

6. If two (2) or more nurses sign up for the same extra shift in the first seven (7) days that the extra shifts are posted, the senior nurse prevails.
7. Per Diem nurses are not eligible for the extra shift premium.
8. Nurses who work an extra shift on Christmas Eve, Christmas Day, New Years Day and Thanksgiving will be paid two (2) times the straight time rate of pay so long as the holiday is not a result of trades.
9. Home Health Nurses: Telephone Consultation: Telephone consultation (including documentation of telephone contact) that is necessary for the guidance of personnel on duty, for telephone conferences, and/or for patient evaluation or advice, and that is in excess of fifteen (15) cumulative minutes while the nurse is on call, shall be considered hours worked and shall be compensated at the rate of time and one half (1 ½) plus weekend differential, if applicable.
10. Reimbursable Miles: Reimbursable mileage means all mileage driven on duty each day, less the distance to and from the nurse's home to the base office when check-in or check-out is required. When the nurse is not required to check-in or check-out from the base office, the nurse shall be reimbursed from the first visit.
11. The Hospital will continue to provide cell phone subsidies at the current rates of \$50.00/FT and \$35.00/PT. In the event that the Hospital identifies comparable, more cost effective, alternative means or technologies or is able to negotiate more favorable terms with a service provider, the Hospital may reduce the reimbursement level. The union shall be provided thirty (30) days' notice of any such change.

ONA → Good Samaritan Regional Hospital

Date of Proposal: \_\_\_\_/\_\_\_\_/\_\_\_\_

OREGON NURSES ASSOCIATION

GOOD SAMARITAN REGIONAL  
MEDICAL CENTER

By:

By:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## HOME HEALTH PROVISIONS

### Preamble

~~The provisions of this agreement will cover Home Health nurses with the exception of the articles contained in Appendix F Home Health Provisions which contain separate Articles for Home Health nurses in Association Privileges, Hours of Work, Paid Time Off, Wages, Seniority, Cell Phone Subsidy and Specialty Certifications.~~

### ARTICLE 2. ASSOCIATION PRIVILEGES

~~A. Home Health nurses employed on April 1, 2010 who are not ONA members or paying Fair Share are exempt from the provisions of Article 2, Association Privileges.~~

~~Effective May 1, 2010, nurses hired new to Samaritan Health Systems and GSRMC Home Health must choose from the following options within the first thirty one (31) days following hire:~~

~~1. Become and remain a member of the Association in good standing (ONA member).~~

~~2. Pay to the Association a fair share amount as determined by ONA.~~

~~3. Exercise the right of non-association, based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member.~~

~~The nurse may exercise the right to pay an amount equivalent to Association fair share to a non-religious charity mutually agreed upon by GSRMC and ONA (for example United Way, SHS Foundation, American Cancer Society) Payments are to be made on a monthly basis or in advance with receipts sent to the Association. Pay period deductions to United Way or SHS Foundation will also satisfy this obligation.~~

~~A represented nurse must notify the Association in writing of a desire to change membership status. Such a request must be mailed to the membership coordinator at:~~

~~Oregon Nurses Association~~

~~18765 SW Boones Ferry Road, Suite 200~~

~~Tualatin, OR 97062~~

~~B. Membership dues will be deducted from the nurses' paycheck, with proper authorization, on a monthly basis and remitted to the Association. The Association will provide the Hospital with the appropriate forms and document for payroll deduction.~~

~~C. 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.~~

## **~~ARTICLE 5. HOURS OF WORK, SCHEDULING AND STAFFING~~**

~~A. Hours of Work:~~

~~1. The 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.~~

~~2. Two (2) rest periods of fifteen (15) minutes shall be allowed for every eight (8) hour shift. One lunch period of 30 minutes shall be allowed for every shift of eight (8) hours or greater.~~

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

~~1. Hours worked in excess of forty (40) hours per one (1) week period, beginning at 0100 Monday.~~

~~2. Hours worked by nurses while on call back. In such circumstances, nurses shall receive a minimum of three (3) hours work or equivalent pay at the overtime rate.~~

~~C. Weekends:~~

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

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

~~D. Holidays: Hours worked by nurses on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day will be paid at the rate of one and one-half the nurse's regular hourly rate.~~

~~E. Scheduling:~~

~~1. All work schedules, (excluding specialty subgroups), shall be posted at least 2 weeks in advance, and shall set forth the schedule for 28 calendar days of employment. Once the schedule is posted, the schedule may not be changed without the nurse's consent. Nurses shall be permitted to make trades in their schedules when such trades will not result in premium pay obligations, which would not otherwise have existed. For purposes of this paragraph, "specialty subgroups" includes lactation/maternal-child.~~

~~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 straight time hourly rate plus applicable shift differential. The provisions of this section shall not apply if the Medical Center attempts to notify the nurse by telephone at the numbers provided not to report for work at least two (2) hours before his/her scheduled time to work. It shall be the responsibility of the nurse to notify the Medical Center of his/her current address and telephone number(s). Failure to do so shall free the~~

~~Medical Center from notification requirements and the payment of the above minimum guarantee.~~

~~3. Nurses who are not on-call, but who are called in to work for an implementation of organizations disaster plan shall be compensated at the rate of time and one half their regular rate of pay for a minimum of four (4) hours.~~

## **~~ARTICLE 6. PAID TIME OFF~~**

~~A. Definition: Paid Time Off (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, must be scheduled far enough in advance so as to provide for adequate staffing. Approval of PTO requests shall be date stamped and shall not be unreasonably withheld. It may be used in increments of one hour as it accrues, subject to the following guidelines:~~

~~1. For requested days off, a nurse may request scheduled time off by giving notice in writing to the appropriate scheduler at least three (3) weeks, but no more than six (6) months, prior to the date when the earliest schedule covering such time off is to be posted. The Medical Center will respond in writing with a grant or denial of the request no later than ten (10) days after receipt of the request. If no such response is given within that time, the nurse shall provide a second notice of the request to the appropriate scheduler, and if there is no response to the second request within five (5) business days, the request for leave shall be deemed approved.~~

~~2. Requests for time off will be provisionally granted if, at the time of the request, the nurse is projected to have sufficient accrued PTO when the days off would be taken. The nurse must have sufficient accrued PTO to actually take the days off. PTO may be rescinded at any point if sufficient~~

~~PTO cannot be accrued to cover the requested absence. If unforeseen circumstances occur that cause the nurse to have insufficient accrued PTO, the case may be reviewed by the Home Health or Human Resources Director. A nurse may request to rescind approved scheduled PTO prior to the date the when the schedule covering the time off is posted. Such a request for rescission may be granted if the Home Health Director consents.~~

~~3. In the event two or more nurses on the same unit and shift request the same period of time off and such requests are received by the Medical Center on the same date, the Medical Center will seek to accommodate the requests, but, in the event scheduling will not permit, the Medical Center will notify nurses of the unresolved conflict. The senior nurses shall be given preference, provided that:~~

~~a. They request such seniority preference in writing not later than five (5) days after notification by the Medical Center of the unresolved conflict, and~~

~~b. They shall not be eligible to exercise such right of seniority if they exercised it during the preceding year.~~

~~c. Seniority preference shall not be allowed during Spring Break, on Labor Day, on Thanksgiving, Christmas Eve, Christmas, New Years Eve, and New Years Day. Such requests shall be treated on a rotational basis.~~

~~4. Employees who are not able to report to work because of an illness or an emergency should advise their supervisor at the earliest possible time, but not less than two and one half (2 1/2) hours before their shift begins when practical. A message left on voicemail is not acceptable as notice.~~



5. Within each calendar year, beginning with the first full calendar year following employment, a full time employee shall take at least 10 days off. Employees are encouraged to take five (5) days off consecutively.

6. When an employee elects to take PTO for a day when also receiving Workers' Compensation, state or federal disability, or disability benefits to which the Medical Center contributes, the amount of PTO payment shall be reduced by the amount of such benefit payments so that the total payment for such day does not exceed eight hours' pay at the employee's regular rate.

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

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

b. When a department is temporarily closed or staff is reduced on a holiday;

c. During military service which will be paid according to Federal Law;

d. For contract negotiations.

#### C. Accrual:

1. PTO shall accrue from date of hire and may be used after 90 days of employment. Effective the first pay period after ratification of this contract, employees shall accrue PTO on the basis of hours compensated at straight time rates or above and on hours that are not worked and not paid due to mandatory absences or low census, at the applicable rates set forth below. This provision does not in any way forfeit earned leave hours which are accrued prior to ratification of this agreement.

~~Nurses hired on or before February 28, 2010 accrual rates~~

<del>Month of Service</del>	<del>Accrual Rates</del>	<del>Approximate Annual Accrual</del>
<del>1<sup>st</sup> through 48<sup>th</sup></del>	<del>.1077 hours per compensable hour</del>	<del>28</del>
<del>49<sup>th</sup> through 108<sup>th</sup></del>	<del>.1269 hours per compensable hour</del>	<del>33</del>
<del>109<sup>th</sup> and each month of service thereafter</del>	<del>.1462 hours per compensable hour</del>	<del>38</del>

~~Nurses hired on or after March 1, 2010 accrual rates~~

<del>Month of Service</del>	<del>Accrual Rates</del>	<del>Approximate Annual Accrual</del>
<del>1<sup>st</sup> through 48<sup>th</sup></del>	<del>.104 hours per compensable hour</del>	<del>25</del>
<del>49<sup>th</sup> through 108<sup>th</sup></del>	<del>.115 hours per compensable hour</del>	<del>30</del>
<del>109<sup>th</sup> and each month of service thereafter</del>	<del>.135 hours per compensable hour</del>	<del>35</del>

~~2. A pay period for purposes of this policy shall be 14 consecutive calendar days as scheduled by the payroll office.~~

~~3. Employees may accrue up to a maximum of 550 hours of PTO. Any leave in excess of 550 hours will automatically be converted to cash and added to the employee's regular payroll check.~~

~~D. Payment:~~

~~1. 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.~~

~~2. Nurses shall maintain a minimum balance of forty (40) hours accrued PTO in order to be eligible for cash out. PTO cash out shall be granted in~~

1 ~~accordance with applicable Hospital Policy. Annually and no later than~~  
2 ~~November 30 of each year nurses may elect cash out amounts for any of~~  
3 ~~the designated quarterly cash out opportunities in the subsequent year.~~

4  
5 ~~3. If required notice is given as required by Section 10(d), accrued but~~  
6 ~~unused PTO will be paid on termination, provided that the employee has~~  
7 ~~been employed for at least 90 days. If the required notice is not given, or if~~  
8 ~~the time of the notice is not worked, accrued PTO will be forfeited. PTO~~  
9 ~~cannot be used as termination notice.~~

## 10 ~~ARTICLE 8. PAID EDUCATIONAL LEAVE~~

11  
12 ~~A. Paid educational leave shall be granted for educational opportunities designed to~~  
13 ~~improve the practice of nursing at the Home Health Unit of the Medical Center.~~  
14 ~~The Professional Nursing Care Committee (PNCC) in cooperation with the Home~~  
15 ~~Health Manager may approve nominees for paid educational leaves. Nurses~~  
16 ~~returning from a paid educational leave may be required to make a written or oral~~  
17 ~~presentation to the nursing staff.~~

18  
19 ~~B. During each year ending June 30, each nurse shall, upon request, be entitled to~~  
20 ~~four (4) paid eight (8) hour days of educational leave to attend an educational~~  
21 ~~program or sit for examinations leading to certifications or degrees related to~~  
22 ~~home health nursing that have been approved in advance by the PNCC. These~~  
23 ~~forty (40) hours are in addition to the days the nurse spends acquiring~~  
24 ~~certifications, which days will also be paid at his or her regular rate of pay. The~~  
25 ~~Medical Center shall provide the following amounts for registration and expense~~  
26 ~~reimbursement for all such educational leave: \$ \$10,000 for each calendar year~~  
27 ~~beginning January 1, 2007, Education funds will not roll over from one year to the~~  
28 ~~next. for the year beginning July 1, 2004. Medical Center required classes shall~~  
29 ~~not be deducted from a nurse's paid educational leave. The Medical Center~~  
30 ~~agrees to consider approving requests for additional funds above the allotted~~  
31 ~~annual amount for educational purposes on an individual basis.~~

~~1 The PNCC will provide an annual report to the Nursing Manager on the use of~~  
~~2 the funds in November of each year of the contract.~~

~~3 C. The Medical Center will make a reasonable effort to arrange scheduling to allow~~  
~~4 nurses to utilize educational leave days. Preference will be given to the granting~~  
~~5 of earned leave over paid education leave. Nurses who do not make~~  
~~6 arrangements to utilize their educational leave within the contract year shall~~  
~~7 forfeit such unused leave.~~

~~8~~  
~~9 D. Nurses shall also be afforded the option of attending educational programs~~  
~~10 (limited to two (2) days per nurse per fiscal year) as unpaid, subject to the~~  
~~11 operating efficiencies of the Medical Center. No reasonable requests will be~~  
~~12 withheld.~~

~~13~~  
~~14 Nurses may request and be granted individual unpaid days off for attending~~  
~~15 classes in pursuit of a B.S.N. or M.S.N. or health care related degree on a term-~~  
~~16 by term basis.~~

~~17~~  
~~18 Nurses may participate in the Medical Center's Education Reimbursement Policy.~~  
~~19 The education reimbursement rates shall be seventy-five percent (75%)~~  
~~20 reimbursement for full-time nurses and fifty percent (50%) for part-time nurses~~  
~~21 limited to eighteen (18) credit hours per year.~~

~~22~~  
~~23 The Medical Center will pay the examination fee for one of the certifications listed~~  
~~24 in Appendix C per year, if the nurse requests the fee in a timely manner the~~  
~~25 manager approves it, and the nurse achieves or maintains the desired~~  
~~26 certifications. The manager and the PNCC may discuss certifications that may be~~  
~~27 appropriate to add to the list in Appendix C.~~

## **ARTICLE 9. SENIORITY**

~~28~~  
~~29~~  
~~30 A. Seniority shall mean length of continuous service with the Home Health Services~~  
~~31 Unit of the Medical Center as a nurse within the bargaining unit. However, for all~~  
~~32 nurses employed in home health services on January 1, 2004, the seniority date~~  
~~33 of each nurse is the original date of hire as a home health nurse by the medical~~

~~center or hire date in home health at the Lebanon and Albany hospitals prior to merger, whichever hire date occurred first.~~

~~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, shall not lose their previously accrued seniority, which shall be restored, upon return to the bargaining unit. In such instances the employee shall not accrue seniority during the period of Medical Center employment outside the bargaining unit.~~

~~B. An employee shall lose all seniority rights for any one or more of the following reasons:~~

- ~~1. Voluntary resignation, unless re-employed within three (3) months;~~
- ~~2. Discharge for just cause;~~
- ~~3. Failure to notify the Medical Center within five (5) days after being recalled by registered mail, return receipt requested, that the nurse will accept the position offered and/or failure to return to work within two (2) weeks after being recalled, unless due to actual illness or accident;~~
- ~~4. Layoff for continuous period of more than one (1) year.~~

~~C. Notices of vacancies and new positions shall be posted on the bulletin board and/or website of the Medical Center for seven (7) calendar days. The notice shall show the position and unit involved and whether it is full time, part time, or PRN. Nurses interested in applying for any such posted vacancy or new position shall make application in writing to the Medical Center within the above posting period. All applicants who meet the posted qualifications shall be afforded an interview. They 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. Qualified senior nurses who apply shall be given preference for unit vacancies not involving advancement, except that such vacancies may be awarded to a junior nurse applicant who has greater objectively related experience or post-licensure education, which shall be noted in prior evaluations.~~

~~Qualified senior nurses who apply shall be given preference for vacancies involving advancement, provided the skill and ability 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 be exercised objectively, and not be arbitrarily or capriciously exercised, and shall be based upon workshops, credits, certifications and degrees, as noted in prior evaluations. In any case when the Medical Center gives such preference to a junior applying nurse, the Medical Center shall first have given such nurse and all applying nurses senior to him/her the opportunity for an interview to discuss their skill and ability, and shall advise the senior applicant in writing of the reasons for its decision.~~

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

~~F. Mandatory Absences: 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. In the event of excess nursing staff numbers, which need to be reduced, the following guidelines will apply:~~

~~1. The priority for assigning mandatory absences will be:~~

~~a. Volunteers~~

~~b. Temporary RNs provided there is no financial penalty to the hospital for cancellation~~

~~c. Overtime situations~~

~~d. PRN staff~~

~~e. 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 not working at a premium rate if the~~

~~nurse is assigned a mandatory absence~~

~~f. Regular staff from a regularly scheduled shift on a rotational basis~~

~~2. Only cancellation of staff in category (e) will be considered in the mandatory absence list. A nurse in category (e) who volunteers to take a mandatory absence for a shift that is overstaffed by the Medical Center and is assigned the absence will be credited with a mandatory absence for purposes of the rotation described above.~~

~~3. Nurses who are given a mandatory or a "voluntary" mandatory absence will be moved to the bottom of the mandatory absence rotation list.~~

~~G. Layoff: Medical Center management will notify the Association at least 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 house wide in the reverse order of seniority provided that the remaining nurses currently possess the necessary competencies and skills to perform the work to be done. Should removing the least senior nurse result in inadequate competency and skills in the unit, then that nurse shall remain and the next least senior nurse shall be laid off. Nurses shall be recalled from layoff in the order of seniority provided that they have the necessary skills and competency to perform the work to be done.~~

~~2. If a laid off nurse is recalled to a shift which is different from the nurse's assigned shift at the time of the layoff, the nurse may refuse such recall, which will waive his/her recall rights for that assignment. The nurse may not waive her/his recall rights more than on two occasions during the layoff. The nurse's original layoff will continue when such waiver occurs.~~

**ARTICLE 14. ~~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.~~

~~— GSRMC Article 16 Dismissal — Vice President of Operations~~

~~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 Operations 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 Director, Home Health 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. At this step, the employee may seek the assistance of the Association in presenting his/her case. The Director, Home Health will meet with the nurse to consider the grievance within fourteen (14) days. The Director will respond to the grievance, in writing, within fourteen (14) days of the Step One meeting.~~

~~2. Step Two: If the grievant is not satisfied with the Director's response or has not received a response within the timeframes set forth above, the employee shall have fourteen (14) additional days to submit it to the Vice President of Operations and Support Services or designee who shall endeavor to settle the complaint. Within fourteen (14) days after~~



1 ~~presentation of the grievance to the Vice President of Operations and~~  
2 ~~Support Services, the parties shall schedule a meeting to be held at a~~  
3 ~~mutually convenient time (which may be outside the fourteen (14) day~~  
4 ~~period) to attempt to resolve the matter. The Vice President of Operations~~  
5 ~~and Support Services shall issue a written response to the grievant and~~  
6 ~~the Association within fourteen (14) days following the meeting.~~

7  
8 ~~3. Step Three: If the grievant is not satisfied with the resolution at Step~~  
9 ~~Three, the employee shall have fourteen (14) additional days to refer the~~  
10 ~~grievance to the Medical Center President/CEO or designee. A meeting~~  
11 ~~with the Medical Center President/CEO or her/his designee will be held~~  
12 ~~within fourteen (14) days of receipt of the referral, who will issue a written~~  
13 ~~response to the grievant and the Association within fourteen (14) days~~  
14 ~~following such meeting.~~

15  
16 ~~4. Step Four: If the issue is not resolved at the President/CEO level, then the~~  
17 ~~Association may, within fourteen (14) days of the President's/CEO's~~  
18 ~~decision, request that the Medical Center participate in non-binding~~  
19 ~~mediation through the Federal Mediation or Conciliation Service. If the~~  
20 ~~Medical Center does not agree to mediation or if mediation does not result~~  
21 ~~in resolution of the grievance, the Association may, within fourteen (14)~~  
22 ~~days of the Medical Center's decision not to participate in mediation or~~  
23 ~~within fourteen (14) days of the mediation session, refer the grievance to~~  
24 ~~a neutral party selected from a list of names supplied by the Federal~~  
25 ~~Mediation and Conciliation Service. The decision of the neutral party as~~  
26 ~~arbitrator shall be binding upon the parties and each party shall pay one~~  
27 ~~half (1/2) of the arbitrator's fee. The arbitrator shall not have authority to~~  
28 ~~add to, modify or detract from the provisions of this Agreement. The~~  
29 ~~Hospital and Association agree to jointly request that the arbitrator issue~~  
30 ~~the written decision within thirty (30) days of the closing of the hearing or~~  
31 ~~submission of the briefs whichever is later.~~

1 | ~~5. Only disciplinary grievances may be placed in a nurse's personnel file.~~

2 |

3 | ~~B. As used in this Article, 'days' shall mean calendar days.~~

4 |

## HOME HEALTH PROVISIONS

### APPENDIX F

#### COMPENSATION

##### ~~A. STEP SYSTEM OF PAY~~

- ~~1. There will be a service year requirement, starting with a beginning year step and ending with a 30 years of service step.~~
- ~~2. There will be an 1100 hour requirement to move between steps. The 1100 hour requirement will be waived after the 7 years of service step; i.e., a nurse does not have to work 1100 hours to move between the 7 years of service step and the 9 years of service step, or the 9 years of service step and the 11 years of service step, etc. To be eligible for the 25 years of service step, the nurse must have 25 years of nursing experience. To be eligible for the 30 years of service step, the must have thirty (30) years of service with Samaritan Health Systems.~~
- ~~3. The wage rate increases between each year of service step will be three percent (3%).~~
- ~~4. New hires and transfers into the bargaining unit will be given year for year service credit, and he/she will be placed at the corresponding service year step for his/her number of years of experience, exclusive of step 25 and 30.~~
- ~~5. Once a nurse is placed at the appropriate step, the years of service requirement will apply; i.e., the nurse must have the requisite years at the step to move to the next step.~~

##### ~~B. WAGES~~

~~The following wage rates will apply to home health nurses:~~

- ~~1. Effective January 1, 2010 retroactive compensation of a two percent (2%) increase on all wage steps.~~
- ~~2. Effective January 1, 2011 a two percent (2%) wage increase on all steps of the wage scale.~~

**Good Samaritan Regional Medical Center**  
**Home Health ONA Step Table – Jan 1, 2010 through June 30, 2011**

	<b>Meditech</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	<b>Contract</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 9</b>	<b>Step 11</b>	<b>Step 13</b>	<b>Step 15</b>	<b>Step 20</b>	<b>Step 25</b>	<b>Step 30</b>
Current	N/A	\$28.19	\$29.04	\$29.91	\$30.81	\$31.73	\$32.68	\$33.66	\$34.67	\$35.71	\$36.78	\$37.89	\$39.02	\$40.19	\$41.40	\$42.64
1/1/2010	2%	\$28.76	\$29.62	\$30.51	\$31.42	\$32.36	\$33.34	\$34.34	\$35.37	\$36.43	\$37.52	\$38.64	\$39.80	\$41.00	\$42.23	\$43.50
1/1/2011	2%	\$29.33	\$30.21	\$31.12	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60	\$41.82	\$43.07	\$44.36

**Clinical Coordinator (5% above RN)**

	<b>Meditech</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	<b>Contract</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 9</b>	<b>Step 11</b>	<b>Step 13</b>	<b>Step 15</b>	<b>Step 20</b>	<b>Step 25</b>	<b>Step 30</b>
Current	N/A	\$29.60	\$30.49	\$31.40	\$32.35	\$33.32	\$34.32	\$35.35	\$36.41	\$37.50	\$38.62	\$39.78	\$40.97	\$42.20	\$43.47	\$44.77
1/1/2010	2%	\$30.19	\$31.10	\$32.03	\$32.99	\$33.98	\$35.00	\$36.05	\$37.13	\$38.25	\$39.40	\$40.58	\$41.79	\$43.05	\$44.34	\$45.67
1/1/2011	2%	\$30.80	\$31.72	\$32.67	\$33.65	\$34.66	\$35.70	\$36.77	\$37.88	\$39.01	\$40.18	\$41.39	\$42.63	\$43.91	\$45.23	\$46.58

~~C. INCENTIVE COMPENSATION~~

~~Nurses will be able to receive one or a combination of the following:~~

~~1. A three percent (3%) differential will be added to the base hourly wage rate for all hours worked if the nurse has achieved or maintained a nationally recognized Home Health-related nursing certification.~~

~~2. A one percent (1%) differential will be added to the base hourly wage for those nurses who have a BSN degree.~~

~~D. Clinical Coordinators: A differential of five percent (5%) per hour above the applicable line of the rate schedule shall be paid to Coordinators.~~

~~E. 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.~~

~~F. On call: On call hours shall be paid at \$3.75 for each on call hour. Effective July 1, 2010, the on call rate shall be increased to \$4.00 for each on call hour. Holiday on call hours shall be paid at \$4.00 for each on call hour. Effective July 1, 2010, the holiday on call rate shall be increased to \$4.50 for each on call hour. If a nurse is called back to work during his/her on-call shift after clocking out, the nurse shall be given not less than three (3) hours of work or equivalent pay for each such call back. On call pay shall continue during periods of call back.~~

~~1. Telephone Consultation: Telephone consultation (including documentation of telephone contact) that is necessary for the guidance of personnel on duty, for telephone conferences, and/or for patient evaluation or advice, and that is in excess of fifteen (15) cumulative minutes while the nurse is~~

~~on call, shall be considered hours worked and shall be compensated at the rate of time one half (1 ½) plus weekend differential, if applicable.~~

~~G. Home Health RNs may participate in Medical Center discounts available to other hospital employees.~~

~~H. Per Diem nurses shall be paid a differential in addition to their regular shift rate in lieu of any fringe or side benefits (exclusive of education leave and pension if eligible under its terms). Effective January 1, 2010, the per diem differential shall be \$3.25 per hour. Effective July 1, 2010, the per diem differential shall be \$3.50 per hour. Effective January 1, 2011, the per diem differential shall be \$3.75 per hour.~~

~~I. Weekend Differentials: For any shift predominately worked on Saturday or Sunday, a 5% differential will be added to the base hourly wage rate in addition to any other applicable differentials.~~

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

## **~~HOME HEALTH PROVISIONS~~** **~~APPENDIX G~~**

### **~~HOME HEALTH CELL PHONE SUBSIDY~~**

~~The Hospital will continue to provide cell phone subsidies at the current rates of \$50.00/FT and \$35.00/PT. In the event that the Hospital identifies comparable, more cost effective, alternative means or technologies or is able to negotiate more favorable terms with a service provider, the Hospital may reduce the reimbursement level. The union shall be provided thirty (30) days' notice of any such change.~~

## **HOME HEALTH PROVISIONS**

### **APPENDIX H**

#### **HOME HEALTH SPECIALTY CERTIFICATIONS**

~~CCCN — Certified Continence Care Nurse~~  
~~— Pain Management~~  
~~GMSRN — Certified Medical Surgical Registered Nurse~~  
~~COCN — Certified Ostomy Care Nurse~~  
~~CPN — Certified Pediatric Nurse~~  
~~CPON — Certified Pediatric Oncology Nurse~~  
~~CRNI — Certified Registered Nurse Intravenous~~  
~~CWCN — Certified Wound Care Nurse~~  
~~CWOCN — Certified Wound, Ostomy, Continence Nurse~~  
~~HNC — Holistic Nurse Certification~~  
~~IBCLC — Certified Lactation Nurse~~  
~~OCN — Oncology Certified Nurse~~  
~~ONC — Orthopaedic Nurse Certificate~~  
~~RN, C/BC — Gerontological Nurse~~  
~~CDE — Certified Diabetic Educator~~  
~~CWS — Certified Wound Specialist~~  
~~CCM — Certified Care Manager~~  
~~CHHN — Certified Home Health Nurse~~  
~~CHPN — Certified Hospice & Palliative Nurse~~  
~~WCC — Wound Care Certified~~  
~~RNC, MN — Maternal Newborn Nurse~~  
~~RN-BC — Case Management Nursing~~  
~~AOCN — Oncology~~  
~~CNSN — Nutrition Support~~  
~~GMCN — Managed Care Nursing~~  
~~GRRN — Rehabilitation Nursing~~  
~~BF — Breast Feeding~~



~~CFCN~~ — ~~Certified Foot Care~~

~~CWON~~ — ~~Certified Wound Ostomy~~

## **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, 2011, 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 affect 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 30 days' written notice.~~