ARTICLE 2 – RECOGNITION AND MEMBERSHIP

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

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

2.C. Definitions:

1. Regular Nurse - Any nurse regularly employed full or part-time.

2. Full-Time Nurse - A full-time nurse shall be defined as any nurse who holds a 0.9 FTE to 1.0 FTE and who is regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week.

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

4. Per Diem

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

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

5. Temporary Nurses
   a. Temporary Nurses are those who are hired by the Hospital as employees for a temporary period not to exceed six (6) consecutive months.

   b. An Agency Nurse is defined as a short-term nurse who is contracted by the hospital from an agency to fill immediate needs or holes in a schedule.

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

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

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

Primary Charge Nurse positions vacant due to vacations/illness will be filled in the following order:
1. Primary Charge Nurse – on a regularly scheduled shift.

A minimum of nine (9) three (3) months' primary status within the nurse’s home department will be required for charge role at Samaritan Albany General Hospital.

The Charge Nurse will act as a liaison between staff and management in identifying staff/departmental needs and communicating with the manager to resolve issues in a timely manner. Charge Nurses do not enact disciplinary actions.

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

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

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

2. **E.**

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

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

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

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

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

6. The Hospital will provide a thirty (30) minutes meeting period monthly in-person (or virtually, if necessary) during new hire site specific orientation for a bargaining unit nurse designated by the Association to discuss, contract and Association membership matters with orienting nurses. The Hospital will provide notify the designated ONA chair a list of only ONA new hires as soon as reasonably practicable prior to scheduled orientation.

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

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

2. H. The employer will allow designated unit representative paid Union time when representing bargaining unit members at management called investigatory and disciplinary meetings. If requested by the nurse, the Hospital shall allow a paid union representative to observe a disciplinary meeting.

2. I. If a nurse serving on the bargaining team is scheduled to work on a negotiation day they will be given mandatory absence hours. For contract negotiations, nurses on the bargaining team are not expected to report to work on the day of a negotiation session. Night shift nurses shall not be required to work a shift immediately before or after a negotiation session. It is the responsibility of the nurse to request the shift(s) off through the timekeeping system by email for the purpose of negotiations.
2. J. “Variable shift/position” is a nurse who is assigned to work variable day shifts prior to 1259 or variable night shifts after 1300, provided the nurse shall have adequate time after any shift before moving to a different shift start time, or a variable/variable is a combination of days/nights. Nurses will have a signed document (e.g., a job application or status change) of understanding which states position/shift prior to starting. A nurse assigned a variable shift/position will also be assigned to a full-time or part-time status, unless the nurse is a per diem.
ARTICLE 4 – NURSING EDUCATION COMMITTEE PROFESSIONAL NURSING CARE COMMITTEE AND CONTINUING EDUCATION

A. Recognition - A Nursing Education Committee (NEC) will be maintained at the Hospital. Professional Nursing Care Committee shall be established at the Hospital.

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

Responsibility – The Hospital recognizes the responsibility of the Committee to recommend measures objectively and to improve patient care and will duly consider such recommendations and will so advise the Committee of action taken.

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

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

2. To work constructively for the improvement of patient care and nursing practice;

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

4. To recommend to the Hospital ways and means to improve patient care; and

5. To exclude from any discussions any matters involving the interpretation of the agreement.

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
D. Composition - The Committee shall be composed of four (4) registered nurses employed by the Hospital and covered by this agreement. The Committee members shall be appointed by the ONA Executive Team at the Hospital.

E. Frequency of Meetings - The Committee shall schedule regular meetings not to exceed one (1) meeting per month two (2) meetings per month. Each of the three (3) four (4) selected appointed Committee members shall be entitled to three (3) paid hours any month there are funding requests per month at their 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, Vice President of Patient Care Services, and the Association. The NEC PNCC agenda and minutes shall be posted on the nursing units.

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

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

G. Time spent in meetings of all other committees required by the Hospital shall be...
compensated for at the nurse’s regular rate of pay.

H. Nurse Staffing Discussions - The Committee may request meetings with the Vice President of Patient Care Services to discuss release of staff for educational opportunities. Such recommendations shall be given due consideration by the Vice President of Patient Care Services. The VP must respond in writing to written recommendations from the PNCC within a fourteen-day period.

I. Paid Educational Leave

1. Paid educational leave shall be granted for voluntary educational opportunities designed to improve the practice of nursing at the Hospital. The Professional Nursing Care Committee (PNCC) in cooperation with the Staffing Office 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. All denied education requests will be forward to the NEC chair within thirty (30) days of denial notice.

2. During each calendar year, each nurse shall, upon request, be entitled to forty-hours (40) of voluntary educational leave to attend an educational program or sit for examinations leading to certifications related to nursing that have been approved in advance by the NEC, PNCC. The Hospital shall provide the following amounts for registration, examination fees and expense reimbursement related to educational leave: $40,000 $28,000 annually beginning January 1, 2018. Hospital required classes shall not be deducted from a nurse’s paid educational leave. The Hospital agrees to consider approving requests for additional funds above the allotted annual amount for educational purposes on an individual basis.
3. The PNCC will provide an annual report to the Hospital VP of Patient Care Services on the use of the funds by January 30th. 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 (2) PNCC members may receive two (2) additional paid hours in January for the purpose of preparing the annual report. Each January, and anytime PNCC members change, ONA will notify the Hospital in writing.

J. Remaining funds after the fourth quarter will be made available on a first come first serve basis for nursing department education. Applications need to be submitted after February 1 to the Education Committee and will be considered depending upon funds available. A response to the application will be within 14 days of receipt of application.
ARTICLE 5 – PROFESSIONAL DEVELOPMENT

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

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

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

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

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

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

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

G. Paid educational leave can be taken for independent on line learning approved by the manager. One (1) hour of paid educational leave will be granted for each CEU hour successfully completed and documented. On line learning may occur
during work hours if approved by the manager/supervisor. The nurse must
transfer time to Education/In-service/Workshop time and may not be counted
towards eligibility for overtime.

H. A full-time nurse granted an education day on the nurse’s regularly scheduled
day of work or through schedule adjustment to meet FTE shall be compensated
for all hours that the nurse otherwise would have worked. A part-time nurse
granted an education day on the nurse’s regularly scheduled day off and Per
Diem nurses will be compensated for actual hours attended at education days.

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

For these courses, the Hospital shall pay pre-coursework hours as follows:
- ACLS, 2-5 hours
- ECG, 6-8 hours
- ENPC, 5-7 hours
- Fetal Heart Monitoring, 1 hour
- Heartsaver Pedi First Aid & CPR, 1 hour
- NRP, 4-6 hours
- PALS, 2-5 hours
- PEARS, 1-3 hours
- TNCC, 2-4 hours
ARTICLE 7 – HOURS OF WORK AND OVERTIME

A. The basic workweek shall be forty (40) hours in seven (7) consecutive twenty-four (24) hour periods or a variation totaling eighty (80) hours in fourteen (14) consecutive twenty-four (24) hour periods. The workweek shall be defined as Monday through Sunday so long as SHS defines it as such.

B. Except as otherwise agreed upon, the workday shall be eight (8) hours, ten (10) hours, or twelve (12) hours plus one-half (1/2) hour unpaid meal period. The Association will be notified of such agreed upon exceptions at least ten (10) days before implementation. The Hospital and the nurses shall be responsible for working together to arrange suitable meal and rest periods according to state and federal law. The Hospital and ONA agree to allow nurses to take their meal period between the fourth (4th) and seventh (7th) hour worked, for work periods of more than seven (7) hours. [preceding from February 1, 2018 MOU]. If a meal break is not provided by the end of the seventh (7th) hour of work for twelve-hour shifts or sixth (6th) hour for shifts less than twelve hours, all subsequent hours worked shall be paid at the time and one-half rate until the end of the shift or the nurse receives a meal break.

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

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

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

D. Compensable overtime must be properly authorized in advance or as soon as practicable if the nature of such overtime is such that advance authorization is
E. One fifteen (15) minute break will be allowed for each four (4) hour period of work. Restrooms and lockers shall be provided by the Hospital.

F. Work schedules or two (2) pay periods shall be prepared and posted electronically two (2) pay periods in advance of the schedule. Changes in posted electronic schedules shall not be made without mutual agreement of the Hospital and the affected nurse unless specified in other sections of this Agreement. Nurses may electronically request trades in their schedules when such trades will not result in overtime or premium pay obligations which would not otherwise have existed. Trades may not result in an imbalance of core or primary staffing. The Hospital shall respond to such requests within seven (7) days after receipt.

G. Every full-time and part-time nurse covered by this agreement shall share in the responsibility of working weekends. Hospital will allow regular nurses every other weekend off (except per diem RNs), or three (3) out of five (5) weekends off for those RNs working twelve (12) hour shifts. In the event nurses are not scheduled every other weekend off, Hospital shall meet with the nurses concerned to discuss the reasons. The provisions of this paragraph may be waived by mutual agreement in writing of the nurse and Hospital. Copies of such waivers signed after the effective date of this Agreement will be sent promptly to the Association. A weekend means Saturday and Sunday for day and evening shifts; and Friday and Saturday for night shift.

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

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
4. Per Diem nurses, with the exclusion of Hospice and Surgical Services, assigned to inpatient departments are required to be available to work one (1) holiday per calendar year, six (6) weekend shifts and fourteen (14) weekday shifts per six (6) months that the hospital has identified on the open shift or “needs” list.

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

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

K. **Shift Cancellations** Temporary Staffing Reductions - The Hospital maintains responsibility for **following the approved Staffing Plan to determine the determining a sufficient number of nurses who have demonstrated the necessary skills to care for the represented patient populations.** While maintaining safe staffing and necessary core staffing as defined in the approved Staffing Plan, nurses shall be placed on voluntary absence, mandatory absence, or on-call in the unit and shift where the low census occurs.

1. **Definitions:**

1. a. **Mandatory Absence (MA)** - Involuntary cancellation from a regularly scheduled shift, paid at the regular rate, which is part of the nurse’s FTE. Cancellation may be the entire shift or a portion of a shift. The Hospital may require the MA nurse to remain on call for only the first four (4) hours of the shift, but the MA nurse may choose to remain on call for the remainder of the shift.

2. b. **Voluntary Absence (VA)** - Voluntary cancellation from a regularly scheduled shift, paid at the regular rate, which is part of the nurse’s FTE. Cancellation may be the entire shift or a portion of a shift. The Hospital may require the VA nurse to remain on call for the duration of the shift.

2. **Shift Cancellations Due to Low Census** Reduction in Staff - in the event that the Hospital needs to reduce staff due to census, the Hospital will proceed as follows: The priority for assigning cancellations or mandatory absences will be to protect regularly scheduled shifts paid at the regular rate of pay. In accordance with the above definitions and guidelines in this Article, shift cancellations due to low census temporary staffing reductions will be done in the following order:

   a. **Agency Nurses**
b. Travel Nurses, where possible (see verbiage in Section 5.b below).

c. Temporary RNs

d. Non-bargaining unit nurses

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

f. Overtime situations

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

h. Per Diem staff

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

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

3. Employees may request a voluntary absence via Kronos as unpaid time or as PTO, if accrued; provided, however, that the employees remaining on that shift have the ability to immediately perform the necessary work. ONA will share the responsibility to orient nursing staff to this voluntary absence process at new hire orientation.

4. A Mandatory Absence (MA) rotation shall be utilized for a reduction of force due to low census, when insufficient volunteers are secured. The MA rotation will include charge nurses and primaries. If it is determined that use of the voluntary procedure has not been satisfactory, Mandatory Absences will be assigned on rotation provided, however, that The employees remaining on the shift where the reduction occurs must have the ability to immediately perform the necessary work.

5. Mandatory Absence Rotation List – A list maintained by the Staffing Office or within the departments for those not supported by the Staffing Office. Nurses who are given a mandatory absence or placed on-call for any portion of their shift at least four (4) hours will go to the bottom of the
list. Per diems will be included in a rotation list for purposes of
cancellation.

a. 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.

A regular nurse shall not mandatorily lose more than one regularly
scheduled shift during their turn on the MA rotation. To encourage
nurses to take voluntary absence over assignment of mandatory
absences, voluntary absence for at least twenty-five percent (25%) of
a regularly scheduled shift will move the nurse’s name to the bottom
of the MA list.

No nurse will mandatory lose more than twelve (12) cumulative
hours, measured in fifteen (15) minute increments, per pay period. A
nurse newly hired into the unit will be added to the MA rotation by
seniority date following completion of orientation. [Waiting for
counter.]

A nurse who reaches their maximum twelve (12) hour mandatory
absence limit mid-shift will be given the opportunity to return to work
in place of the next least senior nurse who has not reached
maximum cut hours or stay home on voluntary absence on call for
the remainder of the shift.

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

(NEW)

L. For Mandatory Absence, the Hospital will proceed as follows:

1. Offer employees on the shift to be affected the possibility of taking MA as
   unpaid time or use PTO, if accrued; provided, however, that the
   employees remaining on that shift have the ability to immediately perform
   the necessary work. The method of implementing MA shall be as
   described below. The staffing office will call nurses who have volunteered
   through Kronos as a VA or by providing the staffing office with a memo
   stating they can be called at any time to be offered a day off. Supervisors
   may make phone calls to identify additional volunteers.

2. If the staffing office determines that use of the voluntary procedure above
   has not been satisfactory, MA employees will be cut in the reverse order
   of seniority among employees on the shift where the reduction occurs;
   provided, however, that the employees remaining on the shift where the
   reduction occurs have the ability to immediately perform the necessary
   work. Employees will be considered for MA cut in the following order per
   calendar quarter:

   a. Temporary Nurses, which includes, agency, or traveler.

   b. Per Diem nurses on overtime.

   c. Regular Nurses on extra shifts that are subject to the day off
      premium

   d. Per Diem Nurses.
e. Regular Nurses not covered in subsection (c) above.

3. Traveler Nurses are part of the regular schedule and shall be considered for mandatory absence if their contract allows. Mandatory cuts will not exceed traveler contract language. If the maximum allowable cuts have been met, the traveler nurse will be skipped and cuts will occur in the following order:

a. Hospital will cut a regular nurse on extra shift before a contracted nurse, except as limited in (b), below.

b. Hospital may cut a per diem or regular nurse before a contracted nurse, but only once per calendar quarter for any given nurse. The calendar quarter begins January 1st.

c. The Hospital will cut the least senior employee on the affected shift who the Hospital has not already cut during the current calendar quarter.

d. Should all the employees on the affected shift already have been cut once during the calendar quarter, the Hospital will cut the contracted nurse on the shift.

L. Nurses scheduled to work, but assigned to Mandatory Absence on-call or Voluntary Absence on-call in lieu of such work, will be paid the on-call and holiday on-call rate specified in Article 20. $4.50 for each hour of such scheduled on-call. Holiday on-call will be compensated at the rate of $5.50 per hour. While on-call, nurses shall accrue PTO at the current rate of accrual (See Article 8.D).

1. When the Hospital intends to assign nurses to on-call in lieu of scheduled work, it will first notify the involved nurses of its intent. Preference for such on-call assignments will be given to volunteers.
2. If a nurse is called back to work while on such scheduled on-call, the nurse will be paid for each hour actually worked on the call-back at one and one-half (1-1/2) times the nurse’s regular straight-time hourly rate of pay.

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

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

5. Reduction in work hours of nurses shall not exceed 12% of a nurse’s positioned hours for each two (2) week pay period, unless a nurse voluntarily waives this provision, requests to be on-call, reports illness, or trades shifts. Benefitted nurses who are at guaranteed hours shall be excluded from the low census cancellation procedures. Nurses who will reach guaranteed hours during the shift may be required to work the hours up to the guaranteed hours, beginning at the start of the nurse’s regularly scheduled shift or as mutually agreed upon. For purposes of calculating the work hours, all compensated hours will be used. Cuts shall be calculated in fifteen (15) minute increments. A regular nurse will not mandatorily lose more than a total of twenty-four (24) hours (in four (4) hour increments) of regularly scheduled work hours per pay period, not including shifts when the nurse volunteers. Nurses who have reached their maximum twenty-four (24) hour cut hours mid-shift will be given the option to return to work in place of the next least senior nurse (who has not reached maximum cut hours) or stay home on voluntary cut on-call for the remainder of the shift. The nurse will be responsible to track their hours.
and notify the staffing office/supervisor before the shift if their maximum

cut hours will be reached during that shift. In the event that the scheduled

nurses have all been assigned cut/on-call according to seniority in one pay

period, the rotation will begin again.

M. There shall be no pyramiding of one and one-half (1-1/2) or greater premiums or

overtime. No pyramiding means that no more than one (1) rate of pay will be paid

on any hour worked, unless identified by a specific provision of this agreement

and any hour for which such a premium is payable under any provision of this

Agreement shall not be counted again in determining whether such a premium or

overtime should be paid for it or any other hour.

N. REORGANIZATION/RESTRUCTURE - Reorganization/restructure may happen

when the Hospital determines a department(s) needs to be reorganized due to

business needs. Should a reorganization take place, the following process will

be followed:

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

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

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

4. A nurse will have ten (10) days to challenge their seniority date with
Human Resources by notifying the Association and Human Resources in
writing.

5. Nurses will be given the new schedule(s) and patterns. Nurses will rank all
schedule options based on their primary job classification, shift and FTE
status. Nurse will write their phone number on the selection paper where
they can be reached during the selection process meeting. Nurses will be
awarded positions based on classification and seniority. The Association
will be invited to the selection process meeting. Per Diem nurses may not bid for open positions, nor may they displace any other nurse during this process, regardless of their seniority.

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

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

O. The Hospital is committed to increasing the number of part-time nurse positions to maximize staffing efficiency, nurse satisfaction and retention. Modifications to the staffing mix shall occur at the next department reorganization after ratification of this Agreement.

For those departments with greater than thirty-two (32) regular nurse positions, at least twenty percent (20%) of the positions offered shall be at 0.79 or lower (i.e., fewer than 32 hours per week).

For those departments with twelve (12) to thirty-one (31) regular nurse positions, at least ten percent (10%) of positions offered shall be at a 0.79 or lower.

For those departments with fewer than twelve (12) regular positions, modifications to the staffing mix shall be evaluated on a departmental basis and shall be conducted by the Hospital in consultation with the Association. The goal shall be a mix of full-time and part-time positions that maximizes the efficiency of the schedule (i.e., staffing levels by day and shift shall meet the unit’s patient care needs). The Hospital shall have final approval.

Departments that increase or decrease regular positions relative to these tiers shall offer the appropriate number of part-time positions at the next departmental reorganization.
ARTICLE 8 – PAID TIME OFF

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

B. Coverage
All full-time and all part-time nurses assigned to work twenty (20) hours per week or more shall be eligible for PTO. If a Per-Diem nurse works an average of twenty (20) hours or more per week in the six-month period of January 1 – June 30 or July 1 – December 31, the Hospital shall deposit 0.0115 PTO hour per compensated hour in their PTO bank in the first pay period following the six-month period. This plan does not apply to per diem or temporary nurses.

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

1. Time off request during a posted schedule
   For any requested time off of two (2) shifts or less, the request must be submitted via the electronic scheduling system at least two (2) weeks prior to the requested day.

2. Future published schedules
   For any requested time off, the request must be submitted via the electronic scheduling system prior to the next posted schedule, but not more than twelve (12)six (6) months, prior to the requested time off.

3. It is understood that Sections C(1) and (2) (a) and (b) above describe the

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
process for requesting time off (subject to § 4(h) below) and nothing herein prohibits a manager or the Staffing Office from using discretion to approve any other requested time off. It is understood that the earliest request will receive more favorable consideration. In the cases of the same minute receipt, preference will be given to the more senior employee.

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

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

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

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

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

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

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

11. (NEW) Prior to the schedule being published, a nurse may rescind PTO. After the schedule is published and time off has been granted, the time off will not be cancelled unless agreed to by both the nurse and the Hospital.

During a pandemic or similar government declared emergency, a nurse may rescind a PTO request fourteen (14) days before the shift.

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

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

13. All employees will be expected to continue sharing the responsibility for working on holidays. Holidays include New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day and Christmas Day. Hours worked on such holidays shall be paid premium pay at one and one-half (1-1/2) times the employee's regular straight-time rate of pay. An hour worked on a holiday is defined as worked within the twenty-four (24) hour period from the 12 midnight when the holiday begins.

   Effective the first pay period following July 1, 2018, hours worked on such holidays shall be paid premium pay at one and one-half (1-1/2) times the employee's regular straight-time rate of pay when the majority of hours worked fall on the holiday. The Holiday is defined as the twenty-four (24) hour period from midnight until 2359 on the date of the holiday.

14. A nurse that works an extra shift on a holiday will receive two and one-half times (2-1/2) the regular rate of pay. Effective January 1, 2019, a nurse that works an extra shift on a holiday will receive two (2) times the regular rate of pay.
15. When a nurse agrees to work an extra shift and is placed on on-call, PTO will be accrued for those hours on on-call.

D. **Accrual**

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

<table>
<thead>
<tr>
<th>Month of Service</th>
<th>Accrual Rates</th>
<th>Approximate Annual Accrual (for 40-hour / week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 48th</td>
<td>0.11920.1077 hours per compensable hour</td>
<td>3128</td>
</tr>
<tr>
<td>49th through 108th</td>
<td>0.13840.1269 hours per compensable hour</td>
<td>3633</td>
</tr>
<tr>
<td>109th &amp; each month of service thereafter</td>
<td>0.15770.1462 hours per compensable hour</td>
<td>4138</td>
</tr>
</tbody>
</table>

Full-time and part-time nurses hired on or after July 10, 2014 shall accrue PTO at the applicable rates as set forth below, determined by the number of their hours worked, or scheduled but not worked because of low census days.
<table>
<thead>
<tr>
<th>Month of Service</th>
<th>Accrual Rates</th>
<th>Approximate Annual Accrual (for 40-hour / week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; through 48&lt;sup&gt;th&lt;/sup&gt;</td>
<td>0.10770.0962 hours per compensable hour</td>
<td>2825</td>
</tr>
<tr>
<td>49&lt;sup&gt;th&lt;/sup&gt; through 108&lt;sup&gt;th&lt;/sup&gt;</td>
<td>0.12690.1154 hours per compensable hour</td>
<td>3330</td>
</tr>
<tr>
<td>109&lt;sup&gt;th&lt;/sup&gt; &amp; each month of service thereafter</td>
<td>0.14650.135 hours per compensable hour</td>
<td>3835</td>
</tr>
</tbody>
</table>

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

3. An employee may accrue up to seven hundred sixty (760) hours of PTO.

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

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

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

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

B. A nurse shall have the right to a representative to accompany them to any meeting with managers which the nurse believes may result in disciplinary action. A nurse shall receive copies of any material of an evaluative or disciplinary nature that is placed in the supervisory or personnel files and shall have the opportunity to attach a response. Corrective actions shall not be considered in future progressive discipline after a period of two (2) seven (7) years one (1) year unless there has been another corrective action or the nurse exhibits the same behavior, performance or practice again.

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

C. The Hospital shall give regular nurses fourteen (14) calendar days' written notice of the termination of their employment provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics, insubordination, intoxication, drug abuse or theft.
D. The Hospital shall have the right to suspend, discipline or discharge non-introductory nurses for just cause. Any non-introductory nurse who feels they have been suspended, disciplined or discharged without just cause may present a grievance for consideration, following the Grievance Procedure article.

E. Nurses in orientation may be exempt from low census cancellation while actively orienting when coded “Orientation” in the payroll program. The newly trained nurse in specialty areas (OR, CCU, ED, and WC) may not transfer to another SHS facility for two (2) years without written agreement of the manager.
ARTICLE 11 – SENIORITY

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

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

B. Qualified senior nurses (with regular nurses deemed to be more senior for purposes of this section than per diem and temporary nurses) will be given first opportunity for shift preference and/or to move to another nursing service department within their areas of experience and qualifications, except that Hospital may, in its discretion, give such first opportunity to a junior qualified nurse if the latter has greater experience, education or ability to perform the work in question. In assessing the relative experience, education and ability of the nurses, Hospital's judgment shall not be arbitrarily or capriciously exercised. If no qualified nurse employed by Hospital applies for an available job vacancy, Hospital may fill the vacancy from any source, subject to the limitations set forth in Section G of this article. A nurse may not move to another nursing service department more than once within a four (4) month period, or within a twelve (12) month period when the nurse is in the LDRP or Surgical Services departments.
C. The Hospital shall electronically post a list of all job vacancies to be filled, including with such posting no less than the job vacancy’s scheduled number of hours per shift, shifts per week, and predominant shift. A job vacancy will not be permanently filled until it has been posted for one (1) week.

D. Extra Shifts/Needs List - Available extra shifts will be electronically posted.
   1. If more than one nurse signs up for an extra shift, and both nurses requesting the shift would be entitled to overtime for that shift worked, the Hospital will give preference to the nurse signing up for the entire shift as posted then will schedule the more senior nurse for the extra shift, provided that the nurse signed up for the shift within the seven (7) days after the day the Needs List was posted, meets department skills requirements, and has agreed to be first cut.
   2. If more than one nurse signs up for an extra shift after the seven (7) days the nurse who signs up first for the complete shift has rights to the overtime shift even if a more senior nurse has signed up at a later time.
   3. A nurse may sign up for extra shifts; however, the Hospital may limit nurses to one hundred eight (108) hours in a pay period. If the Hospital is concerned about patient care and safety, the Hospital reserves the right to limit the number of extra shifts a nurse may work. Once a nurse picks up an extra shift, it is considered part of their schedule.

E. Layoff. Hospital management will notify the Association at least thirty (30) days prior to initiating a layoff. In the event of a Hospital declared layoff, nurses in the unit where the layoff occurs will be given the opportunity to be voluntarily laid off. If it is determined that the voluntary procedure is not satisfactory, then:
   In the case of reduction in force, the Hospital will proceed as follows:
1. Nurses will be laid off and/or have their FTE and shift adjusted by the Hospital within the bargaining unit in the reverse order of seniority provided that the remaining nurses currently possess the necessary competencies and skills to perform the work to be done. All job shares will be suspended during the layoff. Should removing the least senior nurse result in inadequate competency and skills in the unit, then that nurse shall remain and the next least senior nurse shall be laid off.

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

3. All nurses who meet qualifications shall be considered for available positions within their current unit.

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

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

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

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

E. Layoff - In the case of reduction of force, Hospital will proceed as follows:

1. Offer employees on the shift to be affected the possibility of taking voluntary layoff as unpaid time or as PTO, if accrued; provided, however, that the employees remaining on that shift have the ability to immediately
ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

perform the necessary work. The method of implementing voluntary layoffs shall be as follows. The staffing office will call nurses who have volunteered through sign up on the “request off list” in the staffing office or by providing the staffing office with a memo stating they can be called at any time to be offered a day off. Supervisors may make phone calls to identify additional volunteers. ONA will share the responsibility to orient nursing staff to this volunteer layoff process upon ratification of this agreement and at new hire orientation.

2. If it determines that use of the voluntary procedure above has not been satisfactory, lay off employees in the reverse order of seniority among employees on the shift where the reduction occurs; provided, however, that the employees remaining on the shift where the reduction occurs have the ability to immediately perform the necessary work. Employees will be considered for layoff according to the following categories:

a. Temporary Nurses, which includes, agency, or traveler.

b. Per Diem nurses on overtime.

c. Regular Nurses on extra shifts that are subject to the day off premium

d. Per Diem Nurses.

e. Introductory Nurses.

f. Regular Nurses not covered in subsection (c).

3. Traveler Nurses are part of the regular schedule and shall be considered for mandatory absence if their contract allows. Mandatory cuts will not
exceed traveler contract language. If the maximum allowable cuts have
been met, the traveler nurse will be skipped and cuts will occur in the
following order:

a. Hospital will cut a regular nurse or extra shift nurse on extra shift
before a contracted nurse, except as limited in (b), below.

b. Hospital may cut a per diem, regular shift nurse or extra shift nurse
before a contracted nurse, but only once per calendar quarter for
any given nurse. The calendar quarter begins January 1st.

c. The Hospital will cut the least senior employee on the affected shift
who the Hospital has not already cut during the current calendar
quarter.

d. Should all the employees on the affected shift already have been
cut once during the calendar quarter, the Hospital will cut the
contracted nurse on the shift.

4. In the event that Hospital determines that a layoff under the preceding
paragraph will last for more than one (1) month, lay off employees after
that period in the reverse order of seniority; provided, however, that the
employees remaining after such layoff have the ability to immediately
perform the necessary work.

5. Reductions under (2) above will occur separately within the Hospital and
Outpatient Hospice.

6. Prior to a layoff under (3) keep above, Hospital will notify Association at
least (30) calendar days in advance of its determination of such layoff
and, upon request, will meet with Association to discuss and the expected
layoffs and application of this section of the Agreement.
F. **Recall** - Employees with seniority shall be recalled from layoff in the reverse order of layoff, provided the recalled employee has the ability to immediately perform the necessary work upon return to work. If a nurse is recalled to a shift assignment different from the nurse's shift assignment at the time of layoff, the nurse may choose to remain on layoff, provided (1) another nurse on layoff accepts the shift assignment and (2) the nurse may not in any event refuse more than one such shift assignment during the layoff. If the nurse accepts recall to a different shift assignment, the nurse will continue to be in layoff status for purposes of recall to the nurse's position at the time of layoff, for up to six (6) months from the date of the original layoff.

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

H. Nurses will not be regularly scheduled to work different shifts unless they agree to do so in writing. Nurses will not be temporarily scheduled to work different shifts for more than three (3) days in any calendar month unless they agree to do so in writing. A nurse who is temporarily scheduled, without the nurse's agreement, to work different shifts for three (3) or fewer days in any calendar month will receive an additional $175 for each different shift worked. For temporary schedules under this section, seniority will apply provided the nurse
ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
ARTICLE 14 – HEALTH AND WELFARE

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

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

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

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

D. Premium Rate Determination - The employee’s contribution rate will be the same as the rest of the majority of the Hospital employee’s, provided, however, that the Health Welfare Plan will not increase more than ten percent (10%) from the previous year’s contribution.

E. The Hospital will provide life insurance coverage for each nurse (half time or more), with the Hospital paying the full cost of the basic coverage.

F. The Hospital will offer a plan or plans under which employees may, as permitted by law, direct the use of their pre-tax compensation for the payment of (1) the employee’s share of the subscription cost of the applicable coverage under C or D above, (2) the employee’s eligible health, dental, and vision expenses not covered by such programs or any other insurance, and (3) the employee’s eligible dependent care expenses. For prescription eye wearers, vision...
coverage shall include $500.00 insurance payment for mandatory use of
goggles. Health coverage shall include ten (10) massage therapy sessions
annually at no charge to the nurse.

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

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

I. Samaritan Health Services (SHS) will establish a Health Insurance Advisory
Committee within six (6) months of ratification. The committee will include a
representative from the SAGH ONA bargaining unit. The SAGH ONA Executive
Committee will establish a list of four (4) nurse candidates from the bargaining
unit, from which the Hospital shall make one (1) appointment to the committee.
The nurse will be paid for time attending meetings. This time will not drive
contractual overtime. The purpose of the committee will be to review claims
experience, utilization and trends in the insurance industry. The committee will be
a forum to provide and share information, ask questions, address concerns and
make recommendations regarding the insurance plan. The committee will meet
at least annually or more often as decided by the committee.
ARTICLE 18 – FLOATING

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

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

1. The nurse volunteers to float, or

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

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

4. No nurse will float to a unit, unless oriented to the unit.

5. A nurse on Day Off Premium shall not be required to float outside of their department, unless they are asked and agree to float.

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

D. No nurse shall be assigned to float to a fully staffed unit that has placed department nurses on regular shift mandatory absence on-call without the on-call nurse being given the opportunity to work. The only Exceptions to this may include:

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

2. When there is insufficient work available within the home department of primary core staff who are required to be in house at all times, these nurses may be floated to another unit in which they are qualified to work.
ARTICLE 19 – DURATION AND TERMINATION

A. This agreement shall be effective upon signing by both parties, except as otherwise provided herein, and shall remain in full force and effect through June 30, 2022.

B. If either party desires to modify or amend any of the provisions of this agreement, it shall give written notice to the other party not less than ninety (90) days in advance of June 30, 2022.
ARTICLE 24 - SHARED GOVERNANCE (NEW)

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

B. The Hospital shall act in compliance with the Oregon Hospital Nurse Staffing Law; ORS 441.151 to 441.177 and ORS 441.179 to 441.186. Due to licensure, the Hospital and Evergreen Hospice House shall each have a separate Staffing Committee, who each follow the provisions below.

C. Each Staffing Committee shall be responsible for developing, monitoring, evaluating, and modifying a facility-wide staffing plan for nursing services. The Hospital shall be responsible for implementing these staffing plans and ensure that both meets all state regulatory requirements.

The Hospital and Association recognize the critical aspect of nurse input in this process. Prior to implementing any staffing change, the Association will have the opportunity to poll/survey those nurses to be impacted by the change to assure accurate input has been processed. This poll/survey shall not impede implementation by more than one (1) month.

D. Each Staffing Committee shall be comprised and function in accordance with all state regulatory requirements and shall have as its primary consideration the provision of safe patient care and an adequate nursing staff. Each Staffing Committee shall develop and operate according to its own charter. Each Staffing Committee shall vote on an annual meeting schedule before November 1 of each year for the following calendar year. Each Staffing Committee's co-chairs shall develop and distribute an agenda one week prior to each scheduled meeting. At
the beginning of each meeting, the agenda shall be approved by a majority vote, including additions or subtractions.

By November 5 of each year, each Staffing Committees’ co-chairs shall notify the Staffing Office and/or other appropriate managers of the Staffing Committee meeting schedule. The Hospital shall ensure that Staffing Committee members have no work obligations, so they are able to attend meeting(s) of direct care Staffing Committee representatives—as arranged by the direct care Staffing Committee co-chair—and the Staffing Committee meetings.

Meetings of the Staffing Committees shall be considered work time and will be compensated at straight time. Staffing Committee members shall be paid for time spent in Staffing Committee duties outside of the Staffing Committee meetings up to two (2) hours per month, which shall include the direct care Staffing Committee representatives meetings. Each direct care Staffing Committee co-chair shall be paid for time spent in Staffing Committee duties outside of the Staffing Committee meetings up to six (6) hours per month.

The charge or relief charge nurse will work in collaboration with the nurse manager, or the house coordinator in the nurse manager’s absence, to apply their unit’s written staffing plan and determine the number and skill mix of staff needed to ensure safe patient care and adequate nursing staff. Any disputes that arise will be resolved through the facility’s chain-of-command.

The Hospital shall provide departmental data on low census cuts quarterly to the appropriate Staffing Committees and Unit Based Committees, who shall review and recommend plans to remedy cuts.
E. Each unit or grouping of units shall develop a Unit Based Council (UBC) consisting of staff nurses, management representatives, and other non-nurse unit staff. Staff nurse representatives shall be elected by unit nurses in accordance with the unit’s UBC charter. UBC members shall ensure the flow of communication regarding UBC decisions and recommendations to all staff and represent the voice of all staff at the committee.

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

Each UBC shall ensure a fair and democratic process is used to elect members to the UBC. The Hospital shall not interfere with the UBC electoral process. If needed, administrative support for the election process may be provided by the Association.

1. Recommendations, functions and authority. The UBC is responsible for making recommendations and performing functions that advance the delivery of professional nursing, including but not limited to:

   a. Unit goals related to nursing practice, quality of care, patient safety, and workplace violence shall be coordinated with Hospital nursing administration and be evidence based.

   b. While each Staffing Committee has primary responsibility for the development, monitoring, and evaluation of the unit staffing plan, the UBC plays a supportive role. On an annual basis, each UBC will conduct a review of the staffing plan’s performance and recommend adjustments where appropriate.
c. Review and provide input into unit patient care policies.

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

Decisions and recommendations made by a UBC must be in compliance with the current contract, statutory regulations, and hospital policy and procedure, and shall be made in a collaborative manner.

2. Each unit or unit grouping shall establish a charter that includes:

   a. A process for electing members representing nursing staff from each shift and non-nursing staff
   b. Staggered terms with a defined term length
   c. A clear decision-making process that shall incorporate a secret ballot
   d. The chair shall be a staff nurse elected by other staff on the committee
   e. The chair shall set the agenda for all UBC meetings, except where a majority of the UBC votes otherwise
   f. The committee may exclude the management team for portions of each UBC meeting

Nursing staff members shall have access and input into agendas and decisions. The agenda and meeting minutes shall be available to all unit staff. UBC meetings shall be open to all staff not on duty or who can be released from duty. Time and location will be communicated to unit staff.

The UBC must obtain consent of another department over decisions which interact with that other department’s operations.

3. UBC members shall be paid at the straight time rate for time spent in UBC meetings and other duties related to UBC work up to three (3) hours per month. UBC Chairs shall be paid for additional time (e.g., for preparation and research) up to eight (8) straight time hours per month, which include the
three (3) hours provided to each member. Meetings will be scheduled to minimize impact on patient care and to accommodate nurses’ schedules as much as possible.

4. All provisions of Article 24 shall be implemented immediately upon ratification of this Agreement, except E.1 and E.2 shall be implemented in the departments listed below within the specified days after ratification of this Agreement:

   a. Emergency department within ninety (90) days
   b. Med Surg, Hospice Outpatient, and Hospice Inpatient within one hundred eight (180) days
   c. All remaining departments within three hundred sixty-five (365) days

F. The Association will select one (1) bargaining unit nurse to serve on the Hospital Safety Committee.