ARTICLE 1 – PURPOSE

The purpose of this Agreement is to:

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

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

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

All relationships are to be guided by SHS P.R.I.D.E. values: Passion, Respect, Integrity, Dedication and Excellence, the core values of Samaritan Health Services; leadership, respect, excellence, integrity, stewardship, compassion and service. It is the intent of both the Hospital and the Association to cooperate to provide and maintain satisfactory terms and conditions of employment; to prevent, as well as adjust, misunderstandings or grievances relating to employment; to maintain efficient operations and to work toward improved patient care through effective nursing practices.
ARTICLE 2 – RECOGNITION AND MEMBERSHIP

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.

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

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 .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 .1 FTE to .89 FTE and who is regularly scheduled to work eight (8) hours per week to thirty-five (35) hours per week. For the purpose of determining benefit eligibility, nurses working .8 and above shall be granted benefits consistent with full-time employees as offered to the majority of SHS employees. Nurses working .5 to .79 shall be granted benefits consistent with part-time employees as offered to the majority of SHS employees.

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

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

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

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

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

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

a. A Charge Nurse must work 80% of their assigned FTE in order to
remain a charge. No more than 20% of hours may be taken as MA.

b. A Charge Nurse must remain in good standing to maintain Charge
eligibility.

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

d. 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.

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

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

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

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

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

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

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

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

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

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

6. The Hospital will provide a thirty (30) minute meeting periods monthly,
either in-person or virtually, 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. Hospital will
notify the designated ONA chair as soon as reasonably practicable prior to
scheduled orientation.

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 the Human Resources (HR) or
notify the House Supervisor (541-971-3384 or 541-812-4700) when HR is
closed) 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.

G. Hospital will furnish to the unit chairman and Association semi-annually (January and July) monthly, a list of all staff nurses covered by this Agreement with their names, addresses, 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, 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.

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

I. If a nurse serving on the bargaining team is scheduled to work on a negotiation day they will be given mandatory absence hours not to exceed the total time in negotiations that day. For contract negotiations, nurses on the bargaining team are not expected to report to work on the day of a negotiation session. Night shift nurses shall not be required to work a shift immediately before or after a negotiation session. It is the responsibility of the nurse to request the shift(s) off by email through timekeeping system for the purpose of negotiations.
"Variable shift/position" is a nurse who is assigned to work variable day shifts prior to 1259 or variable night shifts after 1300 or a variable/variable is a combination of days/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 – PROFESSIONAL NURSING CARE COMMITTEE, NURSING EDUCATION COMMITTEE, AND CONTINUING EDUCATION

A. Recognition - A Professional Nursing Care Education Committee shall be established at the Hospital.

B. Composition – The chair and committee members shall be selected according to the bargaining unit by-laws. The Committee shall be composed of up to four (24) registered nurses employed by the Hospital and covered by this agreement.

B. 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;

23. To be responsible for equitable distribution of continuing education funds.

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

35. To exclude from any discussions any matters involving the interpretation of the agreement.
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 **two-one (12)** meetings per month. Each of the **four-two (42)** appointed Committee members shall be entitled to **three-two (32)** paid hours per month in any month where there are funding requests, 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 will provide an annual report to the hospital Vice President of Patient Care Services on the use of the funds by January 30. The annual report shall list total number of nurses utilizing the funds, nurses’ names, the number of education days utilized, and the total dollar amount expended. The Hospital shall pay the NEC chair up to two (2) additional paid hours in January at the nurse’s regular straight-time hourly rate of pay for the purpose of preparing the annual report. The Association will notify the Hospital whenever a new NEC chair is selected. The PNCC-NEC agenda and minutes shall be posted on the nursing units. An update of year to date expended funds will be provided at each LMCC meeting as a standing agenda item.

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** - 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-approved 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.

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 PNCC. The Hospital shall provide the following amounts for registration, examination fees and expense reimbursement related to educational leave: $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.
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 Professional Nursing Care Education Committee and approved by the Hospital administration. Nurses may take hours from the forty (40) hour eligibility in increments matching the nurse’s regularly scheduled shifts. Education leave days are to be considered as on-duty time and, except when necessary in cases of unavailability of sufficient staff, shall not be scheduled for the express purpose of occurring on days off. Such days are considered as duty time for purposes of PTO and pension accrual. The nurse upon return shall, upon request, make a written or oral presentation to the nursing staff.

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

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

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. Where practicable, to limit the impact on patient care, only one person per shift shall be permitted to attend recertification classes. If a nurse chooses to complete an SHS offered mandatory competency outside SHS, at their convenience, PNCC-NEC monies will apply, e.g. ACLS or PALS including registration/re-certification fees. Any extenuating circumstances must be pre-approved by the manager. Payment for hours will be equivalent to the time paid for Samaritan Professional Development classes. Nurses must use the time and attendance process to account for all time spent in education. Travel, meals and lodging expenses shall be paid by the Hospital on a usual, customary and reasonable basis. The first year a nurse obtains ACLS certification it may be done in a two day class setting. On recertification the RN may choose to take a class with the Hospital contributing the same dollar cost of the online course and a maximum of eight (8) hours of education time.

F. The Educational Reimbursement Policy of Samaritan Health Services will apply to Registered Nurses.
G. Paid educational leave can be taken for independent online learning approved by the manager. One (1) hour of paid educational leave will be granted for each CEU hour successfully completed and documented. **A nurse may take up to four (4) hours of online CEU’s per week during non-work hours.** 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)**

All mandatory training time is considered paid time, including any required study, pre-work, pre-tests, and assessments assigned as preparation for classroom courses and for mandatory online training. The Hospital shall pay each nurse their regular straight-time hourly rate of pay for actual time spent on pre-coursework, **not to exceed hours established by Professional Development.** Additional time needed due to extenuating circumstances will need to be discussed with manager and/or HR in advance for approval.
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. Nurses may take their meal period between the fourth (4th) and seventh (7th) hour worked, for work periods of work of more than seven (7) hours.

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 impractical.
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.
1. 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. Temporary Staffing Reductions: The Hospital maintains responsibility for determining a sufficient number of nurses who have demonstrated the necessary skills to care for the represented patient populations. While maintaining necessary core staffing, nurses may be placed on voluntary absence, mandatory absence or on-call when low census occurs.

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

2. 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, 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
   c. Non-bargaining unit nurses
   d. Shifts above assigned FTE that are paid at a premium rate.
   e. Overtime situations
f. Regular staff from a regularly scheduled shift paid at a premium rate

g. Per Diem staff

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

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

c. Per Diem nurses on overtime.

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

e. Per Diem Nurses.

f. Introductory Nurses.

g. Regular Nurses not covered in subsection c.

a. Offer employees on the shift to be affected the possibility of taking

3. Employees may request a voluntary layoff 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. The method of implementing voluntary layoffs absences 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
Supervisors may make phone calls to identify additional volunteers. ONA will share the responsibility to orient nursing staff to this voluntary absence layoff process upon ratification of this agreement and at new hire orientation.

4. If it is determined that use of the voluntary procedure above has not been satisfactory, Mandatory Absences will be assigned on rotation, 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.

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 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, described below.

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.

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. 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.

L. Nurses scheduled to work, but assigned to on-call in lieu of such work, will be paid according to 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. (move to Article 20)

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

2. If a nurse is called back to work while on such scheduled on-call, the nurse will be paid for each hour actually worked on the call-back at one 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. 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:

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

5. Nurses will be given the new schedule(s), including FTE’s and
patterns. Nurses will rank all schedule options based on their primary
job classification and will write their phone number on the selection
paper where they can be reached during the selection process
meeting. Nurses will be awarded positions based on classification and
seniority. The Association will be invited to the selection process
meeting.

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

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

8. The new schedule will begin at least forty-five (45) days from the
selection date.
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. 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 six (6) months, prior to the requested time off.

3. It is understood that Sections C(1)(a) and (b2) above describes the process for requesting time off (subject to 1(h)-8 below) and nothing herein prohibits a manager or the Staffing Office from using discretion to approve any other requested time off. It is understood that the earliest
request will receive more favorable consideration. In the cases of the
same minute receipt, preference will be given to the more senior
employee.

4. All time off requests will be responded to within ten (10) calendar days of
receipt not including the automated response. Initial response to include
one of the following:

a. Approval of PTO

b. Denial of PTO

c. Pending approval or denial, based on ability of coverage. (If
a pending approval or denial is given, it must be finalized no
later than twenty-one (21) days after the initial request is
submitted.)

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

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

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

9. When a PTO request is submitted prior to schedule being published, the Hospital will make every attempt to grant such requests while maintaining core staffing levels. It is the responsibility of the Hospital to find a replacement for the nurse requesting PTO (i.e. Per Diem, Part-time, trades, schedule/pattern adjustments, floats etc.) If such a replacement cannot be found, the PTO request may be denied. See Article 8 C.1. above.
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. An employee who needs time off because of an illness or emergency must apply accrued PTO to such time off if the employee has more than forty (40) hours of accrued PTO. When taking time off for illness or emergency, the immediate supervisor must be notified at the earliest possible time of the employee's inability to report for work. The ability to work regularly is a requirement for continued employment. This expectation will govern decisions on employees who repeatedly take time off for illness or emergency. Excessive use of time off for illness or emergency purposes may result in disciplinary action and the Hospital reserves the right to require reasonable proof of illness.

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 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</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 48th</td>
<td>.1077 hrs per compensable hr</td>
<td>28</td>
</tr>
<tr>
<td>Month of Service</td>
<td>Accrual Rates</td>
<td>Approximate Annual Accrual</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>49th through 108th</td>
<td>.1269 hrs per compensable hr</td>
<td>33</td>
</tr>
<tr>
<td>109th &amp; each month of svc thereafter</td>
<td>.1462 hrs per compensable hr</td>
<td>38</td>
</tr>
</tbody>
</table>

Full-time and part-time nurses hired on or after July 10, 2014 shall accrue PTO at the applicable rates as set forth below, determined by the number of their hours worked, or scheduled but not worked because of low census days.

<table>
<thead>
<tr>
<th>Month of Service</th>
<th>Accrual Rates</th>
<th>Approximate Annual Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 48th</td>
<td>.0962 hours per compensable hour</td>
<td>25</td>
</tr>
<tr>
<td>49th through 108th</td>
<td>.1154 hours per compensable hour</td>
<td>30</td>
</tr>
<tr>
<td>109th &amp; each month of service thereafter</td>
<td>.135 hours per compensable hour</td>
<td>35</td>
</tr>
</tbody>
</table>

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

3. An employee may accrue up to seven-hundred-sixty (760) hours of PTO. Effective the first pay period of following July 1, 2022, the maximum accrual will become six hundred (600) hours. Any balance in excess of 600 hours on that date will be paid as a one-time cash out.
4. PTO pay will be computed on the employee's regular hourly rate of pay at the time the leave is taken, including shift differential if applicable.
   a. Cash out of accrued PTO shall be done in accordance with SHS policy. Requested cash outs shall be submitted by the nurse no later than November 30 for any of the designated pay-out dates identified for the subsequent year.

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

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

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.

A. SHS will adhere to all Weingarten requirements. Verbal and written corrective actions shall not be considered in future progressive discipline after a period of seven (7) years unless there has been another corrective action or the nurse exhibits the same behavior, performance or practice again. Final Written corrective action will not be subject to this language.

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 10 – LEAVES OF ABSENCE

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

B. A nurse will not lose previously accrued benefits as provided in this agreement, but will not accrue any additional benefits during the term of a properly authorized leave of absence. Personal leaves of absence may be granted after six (6) months' continuous employment at the option of the Hospital for good cause.

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

Nurses returning from a personal leave of absence of more than twelve (12) weeks' duration, within the specified time, shall be offered whatever posted assignment is vacant when they return, and shall be placed in a position comparable to and on the same shift as that which they left as soon as such position becomes vacant. Nurses who are granted a personal 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.

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

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

F. Bereavement Leave.

1. General. In the event of a death of an immediate family member of a full or part-time employee, they will be allowed up to three (3) normally scheduled working days off with pay following the death to arrange for and/or attend the funeral. “Immediate family” is defined as: mother, father, sister, brother, parents-in-law, step-parents, step-children, siblings-in-law, grandparents, grandparent-in-law, and grandchildren. Employees will be granted up to five (5) normally scheduled working days off with pay following the death of a spouse, significant other living as an integral member of the household, or child.

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

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

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

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

d. OFLA bereavement leave must be completed within sixty (60)
   days of the date on which the employee receives notice of the
   death of a family member.
ARTICLE 11 – SENIORITY

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. Only nurses in good standing will be considered for advancement.

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.

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 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.
   a. Agency Nurses
b. Travel Nurses, where possible (see verbiage in Section E.3 below).

bc. Per Diem nurses on overtime.

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

dc. Per Diem Nurses.

ef. Introductory Nurses.

fg. 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.
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 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.

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 her/his 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 has the ability to immediately perform the necessary work. Hospital may in its discretion pay additional bonuses to nurses who are scheduled to work different shifts under this section, but not to exceed $2,100 per month for up to three (3) consecutive months within a calendar year. Hospital will promptly notify Association of such bonuses paid after the effective date of this Agreement.
ARTICLE 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.

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

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, 2020.

B. If either party here/ to desires to modify or amend any of the provisions of this agreement, it shall give written notice to the other party not less than ninety (90) days in advance of June 30, 2024.
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ARTICLE 20 – COMPENSATION

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

A. STEP SYSTEM OF PAY

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

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

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

3. Between step 7 through 15, a nurse will meet the years of service requirement and move to the next step if they work 2200 hours, is employed twenty-four (24) months and has satisfied the requirements set forth in B below. Between steps 15 through 30, a nurse will meet the years of service requirement and move to the next step if they work 5500 hours for the preceding twelve (12) months or since their last step increase.
B. Professional Accountability Requirements: To be eligible to progress to a higher step on the wage scale set forth below, have successfully completed during the twelve (12) months preceding the nurse’s anniversary date:

1. Completion of the annual competency requirements

2. TB Mask Fit Testing

3. Basic Life Support

4. Maintenance of current licensure

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

A. STEP PLACEMENT

1. New hires and transfers into the bargaining unit will be given year-for-year credit for prior experience toward step placement for recent related experience in an acute care (or hospice, if appropriate) setting. Other RN experience will be credited as one year of credit for every two (2) years of experience. New hires will be placed at the wage step corresponding to the years of prior experience.

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

D. **WAGES**

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

- **Upon ratification – two percent (2%) increase across the board**
  - July 1, 2022 – Two percent (2%) increase across the board
  - July 1, 2023 – Two percent (2%) increase across the board

- Effective retroactive to August 21, 2017, two percent (2%) across the board. The hospital may pay the retroactive pay in two (2) payments, so long as one payment is made within two weeks of ratification, and the second payment is made prior to January 1, 2018.

- **January 1, 2018—2% Across The Board**
- **July 1, 2018 – 2% Across The Board**
- **January 1, 2019 – 2% Across The Board**
- **July 1, 2019 – 2.0% Across the Board**
E. CERTIFICATION DIFFERENTIAL

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

2. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration of the certification, unless the nurse submits proof to SAGH HR of certification renewal prior to that date.

3. Only one (1) certification and one (1) certification differential will be recognized at a time for the purposes of this section.

F. PRECEPTOR DIFFERENTIAL

A staff nurse acting in the capacity of a preceptor at the request of the Hospital will receive a differential of seventy-five cents one dollar ($0.751.00) per hour for hours spent acting as a preceptor. To be eligible to act as a preceptor and to receive the differential, the nurse must comply with the criteria of the Hospital “Preceptor Criteria/Guidelines.” Nurses who act as preceptors will receive feedback on their annual performance appraisal related to such duties.

G. BSN/MSN PREMIUM
Effective the first day of the first pay period following ratification, any nurse holding a BSN/MSN will receive a differential of one dollar twenty five cents ($1.2500) per hour for the highest degree attained. Any nurse holding a MSN will receive a differential of one dollar fifty cents ($1.50) per hour. Nurses will be eligible for only one degree differential. BSN/MSN diploma or transcripts must be received in SAGH HR for differential to begin. The differential will commence the first day of the pay period following the date the diploma or transcript is received by SAGH HR.

G. SHIFT DIFFERENTIAL
The evening shift differential will be $1.752.00 per hour, and the night shift differential will be $5.00 per hour.

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

H. WEEKEND PREMIUM
For weekend work on which the nurse is not eligible for time and one-half or greater pay under any provision of this Agreement and is not eligible for day off premium, the nurse will be paid a weekend differential of $1.75 per hour worked. This premium will not be paid for any unworked hours. Weekend work for purposes of this section is defined as work on day and evening shifts on Saturday and Sunday and on night shift on Friday and Saturday. The twelve (12) hour shift weekend begins on Friday at 1900 and ends on Sunday at 1930. No more than twenty-four (24) hours of weekend differential will be paid to twelve (12) hour shift nurses.
Hours worked on a scheduled weekend off will be paid a $20 premium for all hours worked on weekend off. Hours worked in determining eligibility for this premium will not include hours worked as a result of trades; or at the request of other nurses. This section will apply only if the nurse also works all of their scheduled shifts in the same workweek, other than such shifts that were not worked because of a low census day, because of a previously approved protected state and federal leaves or because they had previously been scheduled as PTO prior to the schedule being published.

I. ON-CALL

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

2. The base on-call rate for all nurses shall be $5.00 4.75 per hour and the holiday on-call rate shall be $7.50 5.50 per hour.

J. DAY OFF PREMIUM

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

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

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

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

K. The hourly rate of pay for per diem and temporary nurses shall be per hour above the appropriate base rate of pay and no additional fringe benefits (except for weekend premium under H) will accrue. Effective the first day of the first pay period following ratification the per diem differential will be $4.50 per hour.

L. **MERIT**

Association recognizes this Agreement to contain the basic standards of employment. Hospital may reward individual nurses’ performance over and above the prescribed standards called for in this Agreement. Hospital will give Association notice and an opportunity for discussion before implementing any reward under this section.
1. **CHARGE NURSE**

2. The Charge Nurse wage scale is five percent (5%) above the Staff RN scale. Primary Charge Nurses will receive this rate for all hours worked. Nurses who hold a secondary assignment as a Charge Nurse will receive the five percent (5%) increase for hours worked while in the secondary assignment.
ARTICLE 21 – SURGICAL SERVICES PROVISIONS

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

A. **ON-CALL**

1. Regular nurses in Surgical Services (except Surgery Pre-Admission Nurse) shall be required to be on-call as scheduled. Nurses scheduled for on-call and holiday on-call will be paid as specified in Article 20.J $4.50 for each hour of scheduled on-call.

2. Holiday on-call will be compensated at the rate of $5.00 per hour.

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

34. On-call is self-scheduled and based on minimum call shift requirements as defined by management and/or staffing office (add example), and posted in Kronos. Nurses who do not self schedule within the requisite timeframe will have their call shifts assigned to them. Surgical Services nurses may trade on-call or pick up extra on-call after the schedule is posted.

Nurses will be notified one week prior to the opening of the call schedule the number of call shifts they are required to take. Nurses will sign up for call in the time keeping system once the call schedule is opened. Nurses who fail to sign up for required call shifts will be assigned call by the Staffing Office. Surgical Services nurses may trade or pick up extra call once the schedule is posted.

4. Weekday call (Monday – Friday) call will be assigned on a rotating basis, not to exceed sixteen (16) hours every two (2) weeks.
5. Weekends will be assigned on a rotating basis and no more than once every 5 weekends. Weekend call will be scheduled by the staffing office. A weekend is defined as 0700 Saturday morning through 0630 Monday morning (487.5 hours).

6. On-call, as related to Holidays defined in Article 8 PTO, and days associated with holidays and when the department is closed, will be scheduled on a rotating basis. If a holiday falls on a weekend, the nurse may choose to take the entire weekend which would count in the five (5) week weekend rotation.

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

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

a. Bonus on-call rate shall be double the regular on-call rate. Call back shall be compensated at the rate of time and one half -the nurse’s regular hourly rate and ten ($10.00) dollars per hour.

b. Orphan turn-call is defined as:

1. From end of shift to 2300

2. From 2300 to 0700 beginning of shift
3. Twelve (12) hours on a weekend

4. 1530/1730 until 0700

5. Not counted are the 2-3 hours that a person may pick up to help out a peer. Approval must be obtained through the house supervisor or department supervisor.

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

8. At age sixty-two (62) Surgical Services nurses may request to be relieved of routine call assignments. Should the nurse choose to stay in the routine call rotation, they are not subject to mandatory call assignment. These RN’s are not subject to mandatory call assignments.

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

B. CALL BACK

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

2. When nurses for their convenience split call, in the event that a three (3) hour call back is still in effect for one (1) nurse and the other nurse is called in, the call back pay for the first nurse will stop when the second nurse swipes in to call back. The second nurse will not be eligible for three (3) hour call back on a split call shift.
3. The number of hours paid for call back shall not exceed the number of hours assigned on-call.

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

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

6. A nurse who has a scheduled start time of 0700 or later and has been called back and has worked between 2300 and 0500 or a nurse who has a scheduled start time of 0600-0659 and has been called back and has worked between 2200-0500 during a scheduled on-call shift and has not had at least eight (8) consecutive hours off before the nurse’s next regularly scheduled shift of work, may request not to work the next regularly scheduled shift before that shift begins. If, after a nurse has made such a request, the Hospital cannot accommodate the time off request, the nurse will be paid one and one-half times (1-1/2) the nurse’s straight-time hourly rate of pay for work during such regularly scheduled shift. In the event of a mandatory absence reduction in force in that unit and shift, a nurse working under the preceding sentence will be the first nurse to be reduced in hours on that shift under Article 11-7.K.2 D, or given the option to go to straight time for the remainder of their shift.

Alternatively, the nurse may request to be excused from the beginning of the next regularly scheduled shift to rest and then report to work later. If such a request is granted, when the nurse returns to the shift
the nurse shall not be eligible for time and one-half compensation. The
nurse must report for work in time to meet the four (4) hour minimum work
requirement.

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

C. SURGICAL SERVICES AFTER SHIFT DIFFERENTIAL
If a nurse is unable to leave work at the end of the shift because there are more
OR cases than the Call Crew can manage, the nurses will be paid at time and
one half for the first hour of work. After the first hour of overtime worked, the
nurses will receive overtime and a bonus of $10.00 per hour until they are
released from work.

D. SURGICAL SERVICES SECOND CREW DIFFERENTIAL
If a nurse who is not on-call agrees to come in to take an unscheduled case
because the Call Crew has already been deployed, the nurse shall receive the
extra shift premium of time and one half the regular rate of pay plus a bonus of
$10.00 per hour for a minimum of three (3) hours or the number of hours worked,
whichever is greater.

E. CHARGE NURSE AND CLINICAL COORDINATOR DIFFERENTIAL
Surgical services charge nurses and clinical coordinators meet the definition of
charge nurse as described in Article 2.C.6 and shall receive the charge nurse
differential described in Article 20 N.

OPERATIONS LEADER/SURGICAL SERVICES DIFFERENTIAL
A nurse assigned by the Hospital to work in the capacity of Operations Leader/Surgical Services will receive a five (5) percent differential for hours worked in that capacity.

F. AMBULATORY SURGERY

1. Ambulatory Surgery nurses required to be on on-call may arrange for qualified nurse volunteers from other nursing service department to take such on-call; provided that this would not lead to total compensation for the involved nurses greater than that which would have been payable if such arrangement had not been made, and provided further that the specific arrangement has been approved by Hospital.

2. Ambulatory Surgery nurses shall be scheduled for on-call as follows:
   a. On a rotating basis Monday through Friday, not to exceed sixteen (16) hours
   b. On a rotating basis on a weekend (Saturday and Sunday), not to exceed one (1) weekend every five (5) weeks; and
   c. On a rotating basis for holidays referred to in the PTO Article 8 and days when the operating room is closed.

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

G. OPERATING ROOM

1. Operating Room nurses shall be scheduled for on-call on a rotating basis as follows:
   a. Up to sixteen (16) hours in the period Monday through Friday:
b. Up to sixty-four (64) hours in five (5) consecutive weekends. A weekend for this purpose is defined as from Friday afternoon to Monday 0700.

c. Holidays, as defined in Article 8 PTO and days associated with holidays when the department is closed.

H. PER DIEM

Per Diem nurses assigned to Surgical Services shall be required to be available to work a minimum of fourteen (14) shifts per six (6) month period which have been identified on the open shift or “needs” list. Per Diem nurses may elect to take call. If the percentage of vacant regular nurses, in either ambulatory surgery or operating room falls below 75% the Hospital may require per diem nurses in that department to sign up for call shifts for one (1) weekend within a ten (10) week period and two (2) weekdays within a ten (10) week period.
ARTICLE 22 – OUTPATIENT HOSPICE PRACTICES

Hospice nurses provide services under conditions and in settings which are significantly different than acute inpatient care and ambulatory care.

A. ON-CALL

[Verbatim from MOU Hospice Out-Patient On-call Coverage, January 8, 2021]

1. For both expected and unexpected leave coverage, including PTO and FMLA, of the regular on-call RNs, the department would continue to ask for volunteers via a sign-up sheet. Bargaining unit nurses shall not be required to fill these on-call shifts mandatorily. If vacant shifts remain on the sign-up sheet, the Hospital shall identify other qualified non-bargaining unit replacements to fill these vacancies, whether expected or unexpected. Emergency back-up on-call status shall be scheduled on a rotating basis among all Hospice Coastal nurses. Prior to activating the rotational system, the manager will ask for Hospice Coastal nurse volunteers. If a nurse volunteers, the nurse’s name will be placed at the bottom of the rotational list. The Hospital will regularly update and post the rotational list.

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

3. If a nurse signs up for the converted on-call shifts, (weekends, evening and night) shifts, the Hospital shall compensate them for all hours worked, including PTO accrual with the following exceptions: the Hospital shall not be required to pay overtime on those combined call shifts and the Hospital shall not be required to pay callback for home visits (Article 22, Paragraph B, Section #1).
4. Nurses picking up on call shifts may be given Hospice Outpatient nursing tasks for the times they are not triaging calls or visiting patients. The primary core tasks of the on-call position shall be urgent patient care needs. These additional tasks shall not interfere with urgent patient care needs. If urgent care tasks fill the shift, the nurse shall report the unfinished assignments to the manager.

5. The nurse would be given the option of taking the day before and the day after a night shift off, which waives the 8-hour rest rule (Article 22, Paragraph B, Section #4). If a weekend shift is picked up in lieu of days off around a call shift, the extra weekend differential of $20/hr. would not apply (Article 20, Section I). The nurse would continue to be eligible for the $1.75/hr. weekend differential per Article 20, Section I. Should a nurse not pick up additional hours to meet their full FTE, the nurse shall choose to take PTO or MA for the shift before and/or the shift after a night shift to bring them up to their FTE.

1. Hospice nurses shall be required to be on-call as scheduled.

6. Nurses scheduled for on-call and holiday on-call will be paid as specified in Article 20. will be paid $4.50 for each hour of scheduled on-call.

3. Holiday call will be compensated at the rate of $5.00 per hour.

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

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

9. Nurses who voluntarily accept additional call from peers are not eligible for premium.
Orphan on-call is defined as previously scheduled on-call which must be filled after the schedule is published due to illness or termination/resignation. In lieu of the hourly on-call pay rate specified above, Hospice nurses will be paid double the on-call rate for each hour of orphan on-call. If there are no volunteers to take orphan on-call, it will be assigned on a rotating basis.

B. CALL BACK

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

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

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

4. If a Hospice nurse has worked, by making home visits between 2400 and 0700 during a scheduled on-call shift and has not had at least eight (8) consecutive hours off before the nurse’s next regularly scheduled shift of work, the nurse may request not to work the scheduled shift. If, after a nurse has made such a request, the Hospital cannot accommodate the time off request, the nurse will be paid one and one-half times the nurse’s straight-time hourly rate of pay for work during such regularly scheduled shift. In the event of a reduction in force that unit and shift, a nurse working under the preceding sentence will be the first nurse to be reduced in hours on that shift under Article 11.D7.K.2.
C. WEEKEND
The weekend is defined for Hospice as 1630 Friday to 0800 Monday.

D. SHIFT DIFFERENTIAL
Hospice nurses will receive shift differential only when working a regularly scheduled 1500 - 2300 or 2300 - 0700 shift or when making a necessary home, nursing home, or hospital visit during the applicable shift hours, or when completing necessary charting and other documentation during such hours.

E. CELL PHONE SUBSIDY
The Hospital will provide a monthly subsidy to support personal cell phones used by Hospice nurses. Full-time (seventy-eight (78) hours per pay period) Hospice nurses will receive $50.00 and part-time -(forty (40) to seventy-eight (78) hours per pay period) and Per Diem Hospice nurses will receive $35.00. In the event that the Hospital identifies comparable, more cost effective alternative means or technologies or is able to negotiate more favorable terms with a service provider, the Hospital may reduce the reimbursement level. The Hospital will provide thirty (30) days notice of any such change.

F. PER DIEM
Per Diem nurses assigned to Outpatient Home Hospice are required to be available to take six (6) on-call periods (up to twenty-four (24) hours) or scheduled weekend shifts of eight (8) hour increments per six (6) months, one (1) holiday on-call per calendar year and twelve (12) weekday shifts per six (6) months which have been identified as “needs” shift.

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

H. Hospice Coastal On-call. The Hospital shall create and maintain one scheduled benefitted 1.0 FTE on-call position for Hospice Coastal within the bargaining unit following these guidelines. The on-call nurse will share call responsibilities with the rest of the Hospice Coastal nurses. The on-call nurse will work an alternate schedule of seven days of call coverage, followed by seven days off duty.

For each weekday 16-hour shift, the on-call position nurse shall be paid a minimum of eight (8) hours and evening shift differential. For each weekend 24-hour shift, the on-call position nurse shall be paid a minimum of twelve (12) hours and weekend differential. For actual hours worked beyond eight (8) hours on weekdays and twelve (12) hours on weekends, the on-call position nurse shall be paid straight time and the evening differential for weekdays or weekend differential on weekends.

On the uncovered days, the other Hospice Coastal nurses shall cover call using the system described below and the non-bargaining unit Albany-based on-call nurses will continue to take phone calls from the Coast, but assign needed home visits to the Hospice Coastal nurses covering call.

Hours of coverage provided by the on-call nurse when on duty will include:
• Monday, 1630 thru Tuesday, 0800
• Tuesday, 1630 thru Wednesday, 0800
• Wednesday, 1630 thru Thursday, 0800
• Thursday, 1630 thru Friday, 0800
• Friday, 1630 thru Monday, 0800

If any on-call nurse reports to work, but then is unable to complete the shift, or experiences an overload, the nurse will call the manager notify the administrator on-call.

The Hospital shall maintain the right to assign patient care visits for existing patients or admission evaluations for new patients during an on-call shift in those circumstances that are deemed critical and/or time sensitive based on the patient’s medical condition and needs. The Hospital will make every reasonable effort to assign such visits at the beginning of the on-call shift.

If the Hospital is unable to fill this position, the Hospital and the Association agree to Hospice Coastal nurses providing on-call coverage until such time as the on-call position is filled. Hospice Coastal nurses will provide back-up on-call coverage in the case of emergencies or sickness when the on-call nurse is unable to cover, or when an on-call position is vacant.

Emergency back-up on-call status shall be scheduled on a rotating basis among all Hospice Coastal nurses. Prior to activating the rotational system, the manager will ask for Hospice Coastal nurse volunteers. If a nurse volunteers, the nurse’s name will be placed at the bottom of the rotational list. The Hospital will regularly update and post the rotational list.
If a Hospice Coastal nurse has an on-call shift immediately preceding or after a scheduled shift, the Hospital will provide a requested rest period and/or adjusted work schedule as needed.