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.

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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 Wherever possible, to limit
the impact on patient care, staffing, and department operations, only one person
per shift shall be permitted to attend recertification classes. As staffing allows,
managers may permit more participants to attend. 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.
1. 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. Online 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 as recommended by the course accrediting organizations. The NEC may consult with Professional Development regarding pre-coursework. Additional time needed due to extenuating circumstances will need to be discussed with manager and/or HR in advance for approval.
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.